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**SUPERIOR COURT OF THE STATE OF CALIFORNIA**

**FOR THE COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE**

DANIEL HE and JONELLE VELASQUEZ, individually, and on behalf of others similarly situated,

Plaintiffs,

v.

BAY PHOTO LAB INC; CIRCLE GRAPHICS, INC.; and DOES 1 through 25, inclusive,

Defendants.

Case No.: 24STCV05682
[related to case no. 24STCV07440]

Honorable Samantha P. Jessner
Spring Street Department 7

**SECOND SUPPLEMENTAL DECLARATION OF ANNABEL BLANCHARD IN SUPPORT OF PLAINTIFFS' MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT**

Date: December 12, 2025
Time: 11:00 a.m.
Dept.: SSC-7

Complaint Filed: March 6, 2024
Trial Date: Not Set

## SUPPLEMENTAL DECLARATION OF ANNABEL BLANCHARD

I, Annabel Blanchard, declare and state as follows:

1. I am an attorney duly licensed to practice law in all Courts of the State of California. I am a member of Blackstone Law, APC ("Class Counsel"), attorneys of record for Plaintiffs Daniel He and Jonelle Velasquez ("Plaintiffs").

2. I have personal knowledge of the facts contained herein, and, if called to testify, I could and would competently do so. This personal knowledge has been attained either by my own observations or the underlying records and documents of this litigation. If called upon to testify as witness to the following statements, I could and would do so truthfully and based upon my personal knowledge, excepting those matters stated upon information and belief, in which case I believe them to be true.

3. On June 27, 2025, Plaintiffs filed their Motion for Preliminary Approval of Class Action and PAGA Settlement ("Motion"), which was set for hearing on September 23, 2025, at 10:00 a.m. On September 17, 2025, the Court issued a Minute Order wherein it continued the hearing on Plaintiffs' Motion to December 4, 2025. On December 1, 2025, the Court issued a Tentative Ruling to grant Plaintiffs' Motion, contingent on the class notice being revised to include the funding deadline. (*See* December 1, 2025 Tentative Ruling attached as **Exhibit 1**).

4. On December 3, 2025, the Court issued a Minute Order which, in light of the Parties submitting on the Tentative Ruling, advanced and vacated the December 4, 2025 hearing, and set a Non Appearance Case Review Re: Status Filing of Revised Notice and/or Granting of Motion for Preliminary Approval of Settlement on December 12, 2025 at 11:00 a.m. (See December 3, 2025 Minute Order attached as **Exhibit 2**).

5. The Parties have prepared a revised class notice which includes the funding deadline ("Revised Notice"). A redlined copy of the Revised Notice is attached as **Exhibit 3**.

6. Filed concurrently with this declaration is a Revised Proposed Order which attaches the Revised Notice.

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I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on December 9, 2025, at Beverly Hills, California

A. Blanchard

Annabel Blanchard

# EXHIBIT 1

**Preliminary Approval of Class Action Settlement**
**Department SSC-7**
**Hon. Samantha P. Jessner**

**Daniel He, et al., v. Bay Photo Lab Inc., et al.**
**Case No.: 24STCV05682**
**Hearing**: December 4, 2025 c/f September 23, 2025

## TENTATIVE RULING

Grant contingent on counsel revising the notice to include the funding deadline.

## BACKGROUND

Defendant Bay Photo is in the business of developing and processing photography, and similar services. Defendant Circle Graphics states on its website that it is the "world's foremost producer of grand and large-format digital graphics" and "an industry leader in creating innovative products for outdoor advertising and business signage." Circle Graphics acquired Bay Photo in or around September 16, 2020. Plaintiff Daniel He was employed by Defendants as a Lab Technician and Giclee Lead Technician from approximately October 2017 to approximately July 2021. Plaintiff Jonelle Velasquez was employed by Defendants as an Invoice Technician and Giclee Printing Technician from approximately November 2017 to April 2025.

On March 6, 2024, Plaintiffs filed a Class Action Complaint for Damages in this action alleging causes of action for (1) unpaid minimum wages, (2) unpaid overtime, (3) unpaid meal period premiums, (4) unpaid rest period premiums, (5) wages not timely paid during employment, (6) failure to provide accurate wage statements, (7) untimely final wages, (8) failure to reimburse necessary business expenses, and (9) unfair business practices.

On March 25, 2024, Plaintiff Velasquez filed a Complaint for Enforcement Action Under the Private Attorneys General Act, Cal. Labor Code §§ 2698 et seq. ("PAGA Complaint") in the action entitled *Jonelle Velasquez v. Bay Photo Lab Inc.; Circle Graphics Inc.*, Los Angeles County Case No. 24STCV07440 against Bay Photo Lab Inc. and Circle Graphics Inc. (the "PAGA Action") (together, the Class Action and PAGA Action shall be referred to as the "Actions.").

On May 13, 2024, the Court ordered the PAGA Action related to the Class Action and designated the Class Action as the lead case.

On November , 2025 Plaintiffs filed a First Amended Class and Representative Action Complaint ("Operative Complaint"), combining the claims in the Class Action Complaint and PAGA Complaint, and effectively consolidating both Actions into one, under the lead class action case (Los Angeles Superior Court Case No. 24STCV05682).

Counsel represents that prior to mediation; Defendants produced a random sampling of putative class members' time and pay records. Defendants also produced relevant wage and hour policies, and information regarding the total number of putative class members, the number of current versus former employees, the total workweeks worked by the putative class members, and the average rate of pay for the putative class members.

On October 2, 2024, the Parties participated in a formal mediation conducted by Monique Ngo-Bonnici. The matter did not resolve at mediation. However, with the assistance of the Mediator's evaluations, and with ongoing negotiations, the Parties were able to reach an agreement to resolve the Actions on a class and representative basis. The Parties then worked to negotiate and memorialize the terms in a long form settlement agreement, a fully executed copy of which is attached to the Declaration of Annabel Blanchard ("Blanchard Decl.") as Exhibit 3.

On September 17, 2025, the Court issued a checklist of items for counsel to address and continued preliminary approval. In response, on November 10, 2025, counsel filed a fully executed Amended Settlement Agreement attached to the Supplemental Declaration of Annabel Blanchard ("Blanchard Supp. Decl.") as Exhibit 3.

Now before the Court is the Motion for Preliminary Approval of the Settlement Agreement.

**<u>SETTLEMENT CLASS DEFINITION</u>**

- "Class" means all current and former hourly paid and/or non-exempt employees who worked for Bay Photo Lab Inc. in California during the Class Period. (¶1.5.)
  - "Class Period" means the period November 19, 2021, through January 1, 2025. (¶1.12.)
- "Aggrieved Employee" means all current and former hourly paid and/or non-exempt employees who worked for Bay Photo Lab Inc. in California during the PAGA Period. (¶1.4.)
  - "PAGA Period" means the period from January 17, 2023 through January 1, 2025. (¶1.31.)
- The parties agree to class certification for the purposes of settlement. (¶12.1)

**<u>TERMS OF SETTLEMENT AGREEMENT</u>**

<u>The essential terms are as follows:</u>

- The Gross Settlement Amount ("GSA") is **$650,000**, non-reversionary. (¶3.1.)
- The Net Settlement Amount ("NSA") (**$319,100**) is the GSA minus the following:
  - Up to **$227,500** (35%) for attorney fees (3.2.2);
  - Up to **$40,000** for litigation costs (*Ibid*.);
  - Up to **$15,000 ($7,500 each)** for Service Payment to the Named Plaintiffs (¶3.2.1);
  - Up to **$10,900** for settlement administration costs (¶3.2.3); and
  - Payment of **$37,500** PAGA penalty (75% of $50,000 to the LWDA). (¶3.2.5.)
- Defendants will separately pay any and all employer payroll taxes owed on the Wage Portions of the Individual Class Payments. (¶3.1.)
- Funding of Settlement**:** Defendants shall fully fund the Gross Settlement Amount, and also fund the amounts necessary to fully pay Defendants' share of payroll taxes by transmitting the funds to the Administrator no later than 14 days after the Effective Date. (¶4.2.)
- Disbursement: Within 14 days after Defendants fund the Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class

Representative Service Payment. Disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment and the Class Representative Service Payment shall not precede disbursement of Individual Class Payments and Individual PAGA Payments. (¶4.3.)

- There is no claim form requirement. (¶3.1.)
- Individual Class Payment Calculation: An Individual Class Payment calculated by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member's Workweeks. (¶3.2.4.1.)
  - Tax Allocation**:** 1/3 as wages, and 2/3 as penalties and interest. (¶3.2.4.1.)
- PAGA Payments: The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties ($12,500.00) by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Period Pay Periods. (¶3.2.6.) If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. (¶3.2.7.)
  - Tax Allocation**:** 100% as penalties. (*Ibid.*)
- "Response Deadline**"** means 45 days after the Administrator mails Notice to Class Members and Aggrieved Employees, and shall be the last date on which Class Members may: (a) fax, email or mail Requests for Exclusion from the Settlement, or (b) fax, email or mail his, her, or their Objection to the Settlement. Class Members to whom Notice Packets are resent after having been returned undeliverable to the Administrator shall have an additional 15 calendar days beyond the Response Deadline has expired. (¶1.43.)
  - Right to withdraw: If the number of valid Requests for Exclusion identified in the Exclusion List exceeds 5% of the total of all Class Members, Defendants may, but are not obligated, elect to withdraw from the Settlement. (¶8.)
- Uncashed Settlement Checks: The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. (¶4.3.1.) For any Class Member whose Individual Class Payment check or Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Class Member thereby leaving no "unpaid residue" subject to the requirements of Code of Civil Procedure section 384, subdivision (b). (¶4.3.3.)
- The settlement administrator will be Apex Class Action. (¶1.2; Declaration of Sean Hartranft.)
- The proposed settlement was submitted to the LWDA on June 6, 2025. (Blanchard Decl., 47, Exh. 4.)
- Participating class members and the named Plaintiffs will release certain claims against Defendants. (See further discussion below)

/ / /

**ANALYSIS OF SETTLEMENT AGREEMENT**

**1. Does a presumption of fairness exist?**

1. Was the settlement reached through arm's-length bargaining? On October 2, 2024, the Parties participated in a formal mediation conducted by Monique Ngo-Bonnici. The matter did not resolve at mediation. However, with the assistance of the Mediator's evaluations, and with ongoing negotiations, the Parties were able to reach an agreement to resolve the Actions on a class and representative basis. The Parties then worked to negotiate and memorialize the terms in a long form settlement agreement. (Blanchard Decl. ¶14.)

2. Were investigation and discovery sufficient to allow counsel and the court to act intelligently? Counsel represents that prior to mediation; Defendants produced a random sampling of putative class members' time and pay records. Defendants also produced relevant wage and hour policies, and information regarding the total number of putative class members, the number of current versus former employees, the total workweeks worked by the putative class members, and the average rate of pay for the putative class members. (*Id.* at ¶25.)

3. Is counsel experienced in similar litigation? Yes. Class Counsel is experienced in class action litigation, including wage and hour class actions. (*Id*. at ¶¶2-9, Exh. 1.)

4. What percentage of the class has objected? This cannot be determined until the fairness hearing. See Weil & Brown, Cal. Practice Guide: Civil Procedure Before Trial (The Rutter Group 2014) ¶ 14:139.18, ("Should the court receive objections to the proposed settlement, it will consider and either sustain or overrule them at the fairness hearing.").

CONCLUSION: The settlement is entitled to a presumption of fairness.

**2. Is the settlement fair, adequate, and reasonable?**

1. Strength of Plaintiff's case. "The most important factor is the strength of the case for plaintiff on the merits, balanced against the amount offered in settlement." (*Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 130.) Here, Class Counsel has provided information, summarized below, regarding the estimated values of the class claims alleged:

| **Violation** | **Maximum Exposure** |
|---|---:|
| Unpaid Overtime regular rate | $40,806 |
| Unpaid off-the-clock work | $1,051,441 |
| Meal Period Violations | $214,736 |
| Rest Period Violations | $4,616,257 |
| Unreimbursed Business Expenses | $399,750 |
| Wage Statement Violations | $843,300 |
| Waiting Time Penalties | $1,324,209 |
| PAGA Penalties | $943,900 |
| **Total** | **$9,434,399** |

(Blanchard Decl. ¶¶28-40.)

2. Risk, expense, complexity and likely duration of further litigation. Given the nature of the class claims, the case is likely to be expensive and lengthy to try. Procedural hurdles (e.g.,

motion practice and appeals) are also likely to prolong the litigation as well as any recovery by the class members.

3. Risk of maintaining class action status through trial. Even if a class is certified, there is always a risk of decertification. (See *Weinstat v. Dentsply Intern., Inc*. (2010) 180 Cal.App.4th 1213, 1226 ("Our Supreme Court has recognized that trial courts should retain some flexibility in conducting class actions, which means, under suitable circumstances, entertaining successive motions on certification if the court subsequently discovers that the propriety of a class action is not appropriate.").)

4. Amount offered in settlement. Plaintiffs' counsel estimated Defendant's maximum exposure at $9,434,399. Counsel obtained a $650,000 settlement amount. This is approximately 7% of Defendant's maximum exposure, which, given the uncertain outcomes, is within the "ballpark of reasonableness."

The $650,000 settlement amount, after reduced by the requested deductions, leaves approximately $319,100 to be divided among approximately 630 Class Members. Assuming full participation, the resulting payments will average approximately $506,51 per Settlement Class Member.

5. Extent of discovery completed and stage of the proceedings. As indicated above, at the time of the settlement, Class Counsel had conducted sufficient discovery.

6. Experience and views of counsel. The settlement was negotiated and endorsed by Class Counsel who, as indicated above, is experienced in class action litigation, including wage and hour class actions.

7. Presence of a governmental participant. This factor is not applicable here.

8. Reaction of the class members to the proposed settlement. The class members' reactions will not be known until they receive notice and are afforded an opportunity to object, opt-out and/or submit claim forms. This factor becomes relevant during the fairness hearing.

CONCLUSION: The settlement can be preliminarily deemed "fair, adequate, and reasonable."

**3. Scope of the release**

Effective on the date when Defendants fully fund the entire Gross Settlement Amount and fund all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiffs, Class Members, Aggrieved Employees, the State of California with respect to the Aggrieved Employees, and Class Counsel will release claims against all Released Parties as follows: (¶5)

- All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors and assigns, release Released Parties from (i) all claims that were alleged, or reasonably could have been alleged, based on the Class Period facts stated in the Operative Complaint and ascertained in the course of the Action for unpaid wages (including premiums) or other compensation allegedly owed, or for damages, penalties, restitution, interest, liquidated damages, attorneys' fees, or costs, or any other recovery including under the California Labor Code and corresponding provisions of the California Code of Regulations, Title 8 and IWC Wage Orders, including, e.g., (1) Violation of Cal.

Lab. Code §§ 1194, 1197, 1197.1 and 1194.2 (Unpaid Minimum Wages); (2) Violation of Cal. Lab. Code §§ 510, 1198, and 1194 (Unpaid Overtime); (3) Violation of Cal. Lab. Code §§ 226.7 and 512(a) (Unpaid Meal Period Premiums); (4) Violation of Cal. Lab. Code § 226.7 (Unpaid Rest Period Premiums); (5) Violation of Cal. Lab. Code §§ 204 and 210 (Wages Not Timely Paid During Employment); (6) Violation of Cal. Lab. Code § 226(a) (Failure to Provide Accurate Wage Statements); (7) Violation of Cal. Lab. Code §§ 201, 202, and 203 (Untimely Final Wages); (8) Violation of Cal. Lab. Code §§ 2800 and 2802 (Failure to Reimburse Necessary Business Expenses); and (9) Violation of Cal. Business & Professions Code §§ 17200, et seq. ("Released Class Claims"). Except as set forth in Section 5.4 of this Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation or claims based on facts occurring outside the Class Period. (¶5.3.)

- Plaintiff Velasquez, individually and as the representative acting as proxies or agents of the LWDA, a State of California Executive Branch Agency, and Aggrieved Employees, in this Actions, are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors and assigns, the Released Parties from all claims for PAGA penalties under Labor Code section 2698 et seq. that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Operative Complaint, the PAGA Notice, and ascertained in the course of the Action, including, e.g., under Labor Code sections 201, 202, 203, 204, 210, 218.5, 226, 226.3, 226.7, 510, 512, 558, 1174, 1174.5, 1194, 1197, 1197.1, 1198, 2800, 2802, and all applicable IWC Wage Orders ("Released PAGA Claims"). The express purpose of this Agreement and the Judgment to be entered by the Court following approval of this settlement is to forever bar Plaintiffs, the LWDA, and any other individual or entity acting on behalf of or purporting to act on behalf of the LWDA (including all Aggrieved Employees) from asserting any of the Released PAGA Claims in any future litigation. It is the intent of the Parties that, to the greatest extent provided by law, including under the holding of *Arias v. Superior Court*, 46 Cal. 4th 969, 986 (2009), the Plaintiffs, the State of California or any Aggrieved Employee to bring a PAGA claim on behalf of the LWDA based on the Released PAGA Claims for the PAGA Period is completely and forever foreclosed. All Aggrieved Employees, including Non-Participating Class Members, are to be bound by the PAGA portion of this Settlement upon its approval by the Court, regardless of whether he or she negotiates (i.e. cashes or deposits) his or her Individual PAGA Payment. (¶5.4.)
    - "Released Parties" means Defendants, their subsidiaries, and affiliates, and each of their former and present directors, officers, shareholders, owners, members, attorneys, insurers, predecessors, successors, assigns, agents, reinsurers, and any individual or entity which could be jointly liable with Defendants. (¶1.41.)
- Named Plaintiffs will also provide general releases and CC § 1542 waivers. (¶¶5.1-5.2.)

/ / /

**4. May conditional class certification be granted?**

1. Standards

A detailed analysis of the elements required for class certification is not required, but it is advisable to review each element when a class is being conditionally certified (*Amchem Products, Inc. v. Winsor* (1997) 521 U.S. 620, 622-627.) The trial court can appropriately utilize a different standard to determine the propriety of a settlement class as opposed to a litigation class certification. Specifically, a lesser standard of scrutiny is used for settlement cases. (*Dunk* at 1807, fn 19.) Finally, the Court is under no "ironclad requirement" to conduct an evidentiary hearing to consider whether the prerequisites for class certification have been satisfied. (*Wershba* at 240.)

2. Analysis

a. Numerosity. There are approximately 630 Class Members. (Blanchard Decl., ¶16.) This element is met.

b. Ascertainability. The proposed class is defined above. The class definition is "precise, objective and presently ascertainable." (*Sevidal v. Target Corp.* (2010) 189 Cal.App.4th 905, 919.) The class members are identifiable from Defendant's records. (Motion, p. 15.)

c. Community of interest. "The community of interest requirement involves three factors: '(1) predominant common questions of law or fact; (2) class representatives with claims or defenses typical of the class; and (3) class representatives who can adequately represent the class.'" (*Linder v. Thrifty Oil Co.* (2000) 23 Cal.4th 429, 435.)

As to commonality, counsel contends Plaintiffs' claims present common issues of law and fact that predominate and warrant class certification. Plaintiffs allege that Defendants denied compliant meal and rest periods to employees, required employees to perform work off-the-clock, and failed to fully compensate employees for all time actually worked. These policies and practices meant that Defendants allegedly failed to pay minimum and overtime wages, and other related claims. Plaintiffs alleges that Defendants' policies and practices. were uniform as to all Class Members. Thus, class treatment is appropriate. (Motion, pp. 15-16.)

As to typicality, counsel contends that Plaintiffs allege that their claims are similar to that of the other Class Members and that Plaintiffs' claims arise out of the same alleged course of conduct giving rise to the claims of the other Class Members. Because Plaintiffs' claims are based upon the same alleged conduct and business practices as those of Class Members, the typicality requirement has been satisfied. (Motion, p. 16.)

As to adequacy, Plaintiff represents that he or she has participated in the litigation and is aware of the risks and duties of serving as class representative. (Declarations of Daniel He and Jonelle Velasquez.)

d. Adequacy of class counsel. As indicated above, Class Counsel has shown experience in class action litigation, including wage and hour class actions.

e. Superiority. Given the relatively small size of the individual claims, a class action appears to be superior to separate actions by the class members.

CONCLUSION: The class may be conditionally certified since the prerequisites of class certification have been satisfied.

**5. <u>Is the notice proper?</u>**

1. <u>Content of class notice.</u> The proposed notice is attached as Exhibit A to the Amended Settlement Agreement. Its content appears to be acceptable. It includes information such as: a summary of the litigation; the nature of the settlement; the terms of the settlement agreement; the proposed deductions from the gross settlement amount (attorney fees and costs, enhancement awards, and administration costs); the procedures and deadlines for participating in, opting out of, or objecting to, the settlement; the consequences of participating in, opting out of, or objecting to, the settlement; and the date, time, and place of the final approval hearing. **[Notice should disclose funding deadline]**

2. <u>Method of class notice</u>. Not later than 30 days after the Court grants Preliminary Approval of the Settlement, Defendants will simultaneously deliver the Class Data to the Administrator. (¶4.1.) Using best efforts to perform as soon as possible, and in no event later than 14 days after receiving the Class Data, the Administrator will send to all Class Members identified in the Class Data, via first-class USPS mail, the Class Notice with Spanish translation. Before mailing Class Notices, the Administrator shall update Class Member addresses using the National Change of Address database. (¶7.4.2.)

Not later than 3 business days after the Administrator's receipt of any Class Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using any forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the Administrator shall conduct a Class Member Address Search, and re-mail the Class Notice to the most current address obtained. The Administrator has no obligation to make further attempts to locate or send Class Notice to Class Members whose Class Notice is returned by the USPS a second time. (¶7.4.3.)

The deadlines for Class Members' written objections, Challenges to Workweeks and/or PAGA Pay Periods, and Requests for Exclusion will be extended an additional fourteen (14) days beyond the forty-five (45) days otherwise provided in the Class Notice for all Class Members whose notice is re-mailed. The Administrator will inform the Class Member of the extended deadline with the remailed Class Notice. (¶7.4.4.)

Notice of Final Judgment will be posted on the Settlement Administrator's website. (¶7.8.1.)

3. <u>Cost of class notice.</u> As indicated above, settlement administration costs are estimated not to exceed **$10,900**. Prior to the time of the final fairness hearing, the claims administrator must submit a declaration attesting to the total costs incurred and anticipated to be incurred to finalize the settlement for approval by the Court.

**6. <u>Attorney fees and costs</u>**

CRC rule 3.769(b) states: "Any agreement, express or implied, that has been entered into with respect to the payment of attorney fees or the submission of an application for the approval of attorney fees must be set forth in full in any application for approval of the dismissal or settlement of an action that has been certified as a class action."

Ultimately, the award of attorney fees is made by the court at the fairness hearing, using the lodestar method with a multiplier, if appropriate. (*PLCM Group, Inc. v. Drexler* (2000) 22 Cal.4th 1084, 1095-1096; *Ramos v. Countrywide Home Loans, Inc*. (2000) 82 Cal.App.4th 615, 625-626; *Ketchum III v. Moses* (2000) 24 Cal.4th 1122, 1132-1136.) Despite any agreement by the parties to the contrary, "the court ha[s] an independent right and responsibility to review the attorney fee provision of the settlement agreement and award only so much as it determined reasonable." (*Garabedian v. Los Angeles Cellular Telephone Company* (2004) 118 Cal.App.4th 123, 128.)

The question of whether Class Counsel is entitled to **$227,500** (35%) in attorney fees will be addressed at the fairness hearing when class counsel brings a noticed motion for attorney fees. Class counsel must provide the court with billing information so that it can properly apply the lodestar method and must indicate what multiplier (if applicable) is being sought as to each counsel.

Class Counsel should also be prepared to justify the costs sought (capped at **$40,000**) by detailing how they were incurred.

**7. <u>Incentive Awards to Class Representatives</u>**

The Settlement Agreement provides for an enhancement award of **$15,000 ($7,500 each)** to the named Plaintiffs. In connection with the final fairness hearing, named Plaintiffs must submit a declaration attesting to why he or she should be entitled to an enhancement award in the proposed amount. The named Plaintiff must explain why he or she "should be compensated for the expense or risk she has incurred in conferring a benefit on other members of the class." (*Clark v. American Residential Services LLC* (2009) 175 Cal.App.4th 785, 806.) Trial courts should not sanction enhancement awards of thousands of dollars with "nothing more than *pro forma* claims as to 'countless' hours expended, 'potential stigma' and 'potential risk.' Significantly more specificity, in the form of quantification of time and effort expended on the litigation, and in the form of reasoned explanation of financial or other risks incurred by the named plaintiff, is required in order for the trial court to conclude that an enhancement was 'necessary to induce [the named plaintiff] to participate in the suit . . . .'" (*Id.* at 806-807, italics and ellipsis in original.) The Court will decide the issue of the enhancement award at the time of final approval.

**EXHIBIT 2**

# SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES

**Civil Division**

Central District, Spring Street Courthouse, Department 7

**24STCV05682** December 3, 2025
**DANIEL HE, et al. vs BAY PHOTO LAB INC, et al.** 1:47 PM

Judge: Honorable Samantha Jessner
Judicial Assistant: A. Morales
Courtroom Assistant: T. Bivins

CSR: None
ERM: None
Deputy Sheriff: None

APPEARANCES:

For Plaintiff(s): No Appearances

For Defendant(s): No Appearances

**NATURE OF PROCEEDINGS:** Court Order Re: Motion for Preliminary Approval of Settlement

The Court has provided the parties with a tentative ruling regarding the Motion for Preliminary Approval of Settlement.

The Court is inclined to grant the motion for preliminary approval of settlement contingent on counsel revising the notice to include the funding deadline.

The parties have informed the Court, via the Case Anywhere message board, that all parties submit on the Court's tentative and the parties intend to revise the class notice.

In light of the above, a Non-Appearance Case Review Re: Status Filing of Revised Notice and/or Granting of Motion for Preliminary Approval of Settlement is scheduled for 12/12/2025 at 11:00 AM in Department 7 at Spring Street Courthouse.

On the Court's own motion, the Hearing on Motion for Preliminary Approval of Settlement and PAGA Settlement scheduled for 12/04/2025 is advanced to this date and vacated.

Fairness Hearing is scheduled for 05/14/2026 at 10:00 AM in Department 7 at Spring Street Courthouse.

The clerk is to give notice.

Certificate of Service is attached.

# EXHIBIT 3

**COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT**
**AND HEARING DATE FOR FINAL COURT APPROVAL**

***Daniel He and Jonelle Velasquez v. Bay Photo Lab, Inc. and Circle Graphics, Inc.***

**Superior Court of California for the County of Los Angeles, Case No. 24STCV05682**

**PLEASE READ THIS CLASS NOTICE CAREFULLY**.

**You have received this Class Notice because Defendants' records indicate that you may be eligible to take part in the class action settlement reached in the above-referenced case.**

**You do not need to take any action to receive a settlement payment.**

**This Class Notice is designed to advise you of your rights and options with respect to the settlement, and how you can request to be excluded from the Class Settlement, object to the Class Settlement, and/or dispute the number of Workweeks and/or Pay Periods that you are credited with, if you so choose.**

**YOU ARE NOTIFIED THAT**: A class and representative action settlement has been reached between Plaintiffs Daniel He and Jonelle Velasquez ("Plaintiffs") and Defendants Bay Photo Lab, Inc. and Circle Graphics, Inc. ("Defendants") (Plaintiffs and Defendants are collectively referred to as the "Parties") in the case entitled *Daniel He and Jonelle Velasquez v. Bay Photo Lab, Inc. et al.*, Los Angeles County Superior Court, Case No. 24STCV05682 ("Action"), which may affect your legal rights. On [date of Preliminary Approval], the Court granted preliminary approval of the settlement and scheduled a hearing on ~~[hearing date]~~May 14, 2026 at ~~[hearing time]~~10:00 a.m. ("Final Approval Hearing") to determine whether or not the Court should grant final approval of the settlement.

## I. IMPORTANT DEFINITIONS

"**Class**" or "**Class Member(s)**" means all current and former hourly paid and/or non-exempt employees who worked for Bay Photo Lab, Inc. in California during the Class Period.

"**Class Period**" means the period from November 19, 2021 through January 1, 2025.

"**Class Settlement**" means the settlement and resolution of all Released Class Claims.

"**Aggrieved Employee(s)**" means all current and former hourly paid and/or non-exempt employees who worked for Bay Photo Lab, Inc. in California during the PAGA Period.

"**PAGA Period**" means the period from January 17, 2023 through January 1, 2025.

"**PAGA Settlement**" means the settlement and resolution of all Released PAGA Claims.

## II. BACKGROUND OF THE ACTION

On January 17, 2024, Plaintiff Velasquez provided written notice to the California Labor and Workforce Development Agency ("LWDA") and Defendants of the specific provisions of the California Labor Code that Plaintiffs contend were violated ("PAGA Letter"). On March 6, 2024, Plaintiffs commenced a putative class action lawsuit by filing a Class Action Complaint for Damages in the Action ("Class Action Complaint"). On March 25, 2024, Plaintiff Velasquez filed a Complaint for Enforcement Action Under the Private Attorneys General Act, Cal. Labor Code §§ 2698, et seq. ("PAGA Complaint"). On November 6, 2025, Plaintiffs filed a First Amended Class and Representative Action Complaint in the Action, effectively consolidating the PAGA claims with the class action claims in the Action ("Operative Complaint").

Plaintiffs contend that Defendants failed to properly pay minimum and overtime wages, provide compliant meal and rest breaks and associated premiums, timely pay wages during employment and upon termination of employment and associated waiting-time penalties, provide accurate wage statements, and reimburse business expenses, and thereby engaged in unfair business practices in violation of the California Business and Professions Code section 17200, *et seq*., and conduct that gives rise to penalties under the Private Attorneys General Act of 2004 pursuant to California Labor Code Section 2698, *et seq*. ("PAGA"). Plaintiffs seek, among other things, recovery of unpaid wages and meal and rest period premiums, unreimbursed business expenses, restitution, penalties, interest, and attorneys' fees and costs.

Defendants deny all of the allegations in the Action or that it violated any law.

The Parties participated in mediation with a respected class action mediator, and as a result, the Parties reached a settlement. The Parties have since entered into a Joint Stipulation of Class Action and PAGA Settlement Agreement ("Settlement" or "Settlement Agreement").

On [Date of Preliminary Approval], the Court entered an order preliminarily approving the Settlement. The Court has appointed Apex Class Action as the administrator of the Settlement ("Settlement Administrator"), Plaintiffs Daniel He and Jonelle Velasquez as representatives of the Class ("Class Representatives"), and the following Plaintiffs' attorneys as counsel for the Class ("Class Counsel"):


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Barbara DuVan-Clarke
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If you are a Class Member, you need not take any action to receive an Individual Class Payment, but you have the opportunity to request exclusion from the Class Settlement (in which case you will not receive an Individual Class Payment), object to the Class Settlement, and/or dispute the Workweeks and/or PAGA Pay Periods credited to you, if you so choose, as explained more fully in Sections III and IV below. If you are an Aggrieved Employee, you do not need to take any action to receive an Individual PAGA Payment; you will not have the opportunity to object or seek exclusion from the PAGA Settlement and all Aggrieved Employees will be bound to the PAGA Settlement if the Court grants final approval of the Settlement.

The Settlement represents a compromise and settlement of highly disputed claims. Nothing in the Settlement is intended or will be construed as an admission by Defendants that the claims in the Action have merit or that Defendants have any liability to Plaintiffs, Class Members, or Aggrieved Employees. Plaintiffs and Defendants, and their respective counsel, have concluded and agree that, in light of the risks and uncertainties to each side of continued litigation, the Settlement is fair, reasonable, and adequate, and is in the best interests of the Class Members, the State of California, and Aggrieved Employees.

## III. SUMMARY OF THE PROPOSED SETTLEMENT

### A. Settlement Formula

The total gross settlement amount is Six Hundred Fifty Thousand Dollars ($650,000) (the "Gross Settlement Amount"). The portion of the Gross Settlement Amount that is available for payment to Class Members is referred to as the "Net Settlement Amount." The Net Settlement Amount will be the Gross Settlement Amount less the following payments which are subject to approval by the Court: (1) attorneys' fees, in an amount not to exceed thirty-five percent (35%) of the Gross Settlement Amount (i.e., $227,500), and reimbursement of litigation costs and expenses, in an amount not to exceed Forty Thousand Dollars ($40,000) to Class Counsel; (2) Class Representative Service Payments in an amount not to exceed Seven Thousand Five Hundred Dollars ($7,500) to each Plaintiff (for a total of $15,000) for their services in the Action; (3) the amount of Fifty Thousand Dollars ($50,000) allocated toward civil penalties under the Private Attorneys General Act ("PAGA Amount"), of which the LWDA will be paid 75% ($37,500) ("LWDA Payment") and the remaining 25% ($12,500) will be distributed to PAGA Employees ("PAGA Employee Amount"); and (4) Settlement Administration Costs in an amount not to exceed Ten Thousand Nine Hundred Dollars ($10,900) to the Settlement Administrator.

Class Members are eligible to receive payment under the Class Settlement of their *pro rata* share of the Net Settlement Amount ("Individual Class Share") based on the number of weeks each Class Member worked for Defendants for at least one day, during the Class Period ("Workweeks"). The Settlement Administrator has divided the Net Settlement Amount by the Workweeks of all Class Members and has multiplied each Class Member's individual Workweeks by the result, in order to yield an estimated Individual Class Share that each Class Member may be entitled to receive under the Class Settlement (which is listed in Section III.C below). Class Members who do not submit a timely and valid Request for Exclusion ("Participating Class Members") will be issued their final Individual Class Payment.

Each Individual Class Share will be allocated as one-third (1/3) as wages, which will be reported on an IRS Form W-2, and two-thirds (2/3) as penalties and interest, which will be reported on an IRS Form 1099 (if applicable). Each Individual Class Share will be subject to reduction for the employee's share of payroll taxes and withholdings with respect to the wages portion of the Individual Class Shares resulting in a net payment to the Participating Class Member ("Individual Class Payment"). The employer's share of taxes and contributions in connection with the wages portion of Individual Class Payments ("Employer Taxes") will be paid by Defendants separately and in addition to the Gross Settlement Amount.

Aggrieved Employees are eligible to receive payment under the PAGA Settlement of their *pro rata* share of the PAGA Employee Amount ("Individual PAGA Payment") based on the number of pay periods each Aggrieved Employee worked for Defendants for at least one day during the PAGA Period ("Pay Periods"). The Settlement Administrator had divided the PAGA Employee Amount, i.e., 25% of the PAGA Penalties, by the Pay Periods of all Aggrieved Employees and multiplied each Aggrieved Employee's individual Pay Periods by the result, to yield each Aggrieved Employee's Individual PAGA Payment.

Each Individual PAGA Payment will be allocated as one hundred percent (100%) penalties, will not be subject to taxes or withholdings, and will be reported on IRS Form 1099 (if applicable).

Should the Court grant Final Approval on May 14, 2026, Defendants shall transmit the Gross Settlement Amount to the Administrator no later than **July 28, 2026**.

If the Court grants final approval of the Settlement, Individual Class Payments will be mailed to Participating Class Members and Individual PAGA Payments will be mailed to Aggrieved Employees at the address that is on file with the Settlement Administrator. **If the address to which this Class Notice was mailed is not correct, or if you move after you receive this Class Notice, you must provide your correct mailing address to the Settlement Administrator as soon as possible to ensure you receive any payment that you may be entitled to under the Settlement.**

### B. Your Workweeks and Pay Periods (if applicable) Based on Defendant's Records

According to Defendant's records:

- **From November 19, 2021 through January 1, 2025 (i.e., the Class Period), you are credited as having worked [_____] Workweeks.**
- **From January 17, 2023 through January 1, 2025 (i.e., the PAGA Period), you are credited as having worked [_____] PAGA Pay Periods.**

If you wish to dispute the Workweeks and/or PAGA Pay Periods credited to you, you must submit your dispute in writing to the Settlement Administrator ("Challenge to Calculation of Workweeks" or "Challenge"). The Challenge must: (a) contain the case name and number of the Action (*He, et al. v. Bay Photo Lab, Inc., et al.*, Case No. 24STCV05682); (b) contain your full name, signature, address, telephone number, and the last four (4) digits of your Social Security number; (c) clearly state that you dispute the number of Workweeks and/or PAGA Pay Periods credited to you and what you contend is the correct number; and (d) be returned by mail to the Settlement Administrator at the specified address listed in Section IV.B below, postmarked **on or before [Response Deadline]**.

### C. Your Estimated Individual Settlement Share and Individual PAGA Payment (if applicable)

As explained above, your estimated Individual Class Payment and Individual PAGA Payment (if applicable) is based on the number of Workweeks and PAGA Pay Periods (if applicable) credited to you.

**Under the terms of the Settlement, your Individual Class Payment is estimated to be $___________. The Individual Class Payment is subject to reduction for the employee's share of taxes and withholdings with respect to the wages portion of the Individual Class Payment and will only be distributed if the Court approves the Settlement and after the Settlement goes into effect.**

**Under the terms of the Settlement, your Individual PAGA Payment is estimated to be $___________ and**

**will only be distributed if the Court approves the Settlement and after the Settlement goes into effect.**

The settlement approval process may take multiple months. Your Individual Class Payment and Individual PAGA Payment (if applicable) reflected in this Class Notice is only an estimate. Your actual Individual Class Payment and Individual PAGA Payment (if applicable) may be higher or lower.

### D. Release of Claims

Upon the full funding of the Gross Settlement Amount and all employer taxes owed on the Wage Portion of the Individual Class Payments, Plaintiffs and all Participating Class Members will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties of all Released Class Claims.

Upon the Effective Date and full funding of the Gross Settlement Amount, Plaintiff, the State of California with respect to all PAGA Employees, and all PAGA Employees will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties of all Released PAGA Claims.

"Released Class Claims" means all claims which were alleged or which reasonably could have been alleged based on the Class Period facts stated in the Operative Complaint and ascertained in the course of the Action for unpaid wages (including premiums) or other compensation allegedly owed, or for damages, penalties, restitution, interest, liquidated damages, attorneys' fees, or costs, or any other recovery including under the California Labor Code and corresponding provisions of the California Code of Regulations, Title 8 and IWC Wage Orders, including, e.g., (1) Violation of Cal. Lab. Code §§ 1194, 1197, 1197.1 and 1194.2 (Unpaid Minimum Wages); (2) Violation of Cal. Lab. Code §§ 510, 1198, and 1194 (Unpaid Overtime); (3) Violation of Cal. Lab. Code §§ 226.7 and 512(a) (Unpaid Meal Period Premiums); (4) Violation of Cal. Lab. Code § 226.7 (Unpaid Rest Period Premiums); (5) Violation of Cal. Lab. Code §§ 204 and 210 (Wages Not Timely Paid During Employment); (6) Violation of Cal. Lab. Code § 226(a) (Failure to Provide Accurate Wage Statements); (7) Violation of Cal. Lab. Code §§ 201, 202, and 203 (Untimely Final Wages); (8) Violation of Cal. Lab. Code §§ 2800 and 2802 (Failure to Reimburse Necessary Business Expenses); and (9) Violation of Cal. Business & Professions Code §§ 17200, et seq. Except as set forth in Section 5.4 of the Settlement Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation or claims based on facts occurring outside the Class Period

"Released PAGA Claims" means all claims for PAGA penalties under Labor Code section 2698 et seq. that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Operative Complaint, the PAGA Notice, and ascertained in the course of the Action, including, e.g., under Labor Code sections 201, 202, 203, 204, 210, 218.5, 226, 226.3, 226.7, 510, 512, 558, 1174, 1174.5, 1194, 1197, 1197.1, 1198, 2800, 2802, and all applicable IWC Wage Orders. The express purpose of this Agreement and the Judgment to be entered by the Court following approval of this settlement is to forever bar Plaintiffs, the LWDA, and any other individual or entity acting on behalf of or purporting to act on behalf of the LWDA (including all Aggrieved Employees) from asserting any of the Released PAGA Claims in any future litigation. It is the intent of the Parties that, to the greatest extent provided by law, including under the holding of Arias v. Superior Court, 46 Cal. 4th 969, 986 (2009), the ability of Plaintiffs, the State of California or any Aggrieved Employee to bring a PAGA claim on behalf of the LWDA based on the Released PAGA Claims for the PAGA Period is completely and forever foreclosed.

All Aggrieved Employees, including Non-Participating Class Members, are to be bound by the PAGA portion of the Settlement upon its approval by the Court, regardless of whether he or she negotiates (i.e. cashes or deposits) his or her Individual PAGA Payment

"Released Parties" means Defendants, their subsidiaries, and affiliates, and each of their former and present directors, officers, shareholders, owners, members, attorneys, insurers, predecessors, successors, assigns, agents, reinsurers, and any individual or entity which could be jointly liable with Defendants.

### E. Attorneys' Fees and Costs to Class Counsel

Class Counsel will seek attorneys' fees in an amount not to exceed thirty-five percent (35%) of the Gross Settlement Amount (i.e., $227,500) and reimbursement of litigation costs and expenses in an amount not to exceed Forty Thousand Dollars ($40,000) (collectively, "Attorneys' Fees and Costs"), subject to approval by the Court. The Attorneys' Fees and Costs granted by the Court will be paid from the Gross Settlement Amount. Class Counsel has been prosecuting the Action on behalf of Plaintiffs, Class Members, and Aggrieved Employees on a contingency fee basis (that is, without being paid any money to date) and has been paying all litigation costs and expenses.

### F. Class Representative Service Payments to Plaintiffs

Plaintiffs will seek the amount of Seven Thousand Five Hundred Dollars ($7,500) ("Class Representative Service Payment(s)"), each in recognition of their services in connection with the Action. The Class Representative Service Payments will be paid from the Gross Settlement Amount, subject to approval by the Court, and if awarded, it will be paid to Plaintiffs in addition to their Individual Class Payments and Individual PAGA Payments that they are entitled to under the Settlement.

### G. Settlement Administration Costs to Settlement Administrator

Payment to the Settlement Administrator is estimated not to exceed Ten Thousand Nine Hundred Dollars ($10,900) ("Settlement Administration Costs") for the costs of the notice and settlement administration process, including and not limited to, the expense of notifying the Class Members of the Settlement, processing Requests for Exclusion, Objections, and Challenges to Workweeks, calculating Individual Settlement Shares, Individual Settlement Payments, and Individual PAGA Payments, and distributing payments and tax forms under the Settlement, and shall be paid from the Gross Settlement Amount, subject to approval by the Court.

## IV. WHAT ARE YOUR RIGHTS AND OPTIONS AS A CLASS MEMBER?

### A. Participate in the Settlement

**If you want to participate in the Class Settlement and receive money from the Class Settlement, you do not have to do anything**. You will automatically be included in the Class Settlement and issued your Individual Class Payment unless you decide to exclude yourself from the Class Settlement.

Unless you elect to exclude yourself from the Class Settlement and if the Court grants final approval of the Settlement, you will be bound by the terms of the Class Settlement and any judgment that may be entered by the Court based thereon, and you will release the Released Class Claims against the Released Parties as described in Section III.D above.

If you are an Aggrieved Employee and the Court grants final approval of the Settlement, you will automatically be included in the PAGA Settlement and issued your Individual PAGA Payment. This means you will be bound by the terms of the PAGA Settlement and any judgment that may be entered by the Court based thereon, and you will release the Released PAGA Claims against the Released Parties as described in Section III.D above.

As a Class Member and Aggrieved Employee (if applicable), you will not be separately responsible for the payment of attorney's fees or litigation costs and expenses, unless you retain your own counsel, in which event you will be responsible for your own attorney's fees and expenses.

### B. Request Exclusion from the Class Settlement

Class Members may request to be excluded from the Class Settlement by submitting a letter ("Request for Exclusion") to the Settlement Administrator, at the following address:

[Settlement Administrator]
[Mailing Address]

A Request for Exclusion must: (a) contain the case name and number of the Action (*He, et al. v. Bay Photo Lab, Inc., et al.*, Case No. 24STCV05682); (b) contain your full name, signature, address, telephone number, and last four (4) digits of your Social Security number; (c) clearly state that you do not wish to be included in the Class Settlement; and (d) be returned by mail to the Settlement Administrator at the specified address above, postmarked **on or before [Response Deadline]**.

If the Court grants final approval of the Settlement, any Class Member who submits a timely and valid Request for Exclusion will not be issued an Individual Class Payment, will not be bound by the Class Settlement (and the release of Released Class Claims described in Section III.D above), and will not have any right to object to, appeal, or comment on the Class Settlement. Class Members who do not submit a timely and valid Request for Exclusion will be deemed Participating Class Members and will be bound by all terms of the Class Settlement, including those pertaining to the release of claims described in Section III.D above, as well as any judgment that may be entered by the Court based thereon. Aggrieved Employees will be bound to the PAGA Settlement (and the release of Released PAGA Claims described in Section III.D above) and will still be issued an Individual PAGA Payment, irrespective of whether they submit a Request for Exclusion.

### C. Object to the Class Settlement

You can object to the Class Settlement as long as you have not submitted a Request for Exclusion by submitting a written objection ("Objection") to the Settlement Administrator.

The Objection must: (a) contain the case name and number of the Action (*He, et al. v. Bay Photo Lab, Inc., et al.*, Case No. 24STCV05682); (b) contain your full name, signature, address, telephone number, and the last four (4) digits of your Social Security number; (c) contain a written statement of all grounds for the objection accompanied by any legal support for such objection; (d) contain copies of any papers, briefs, or other documents upon which the objection is based; and (e) be returned by mail to the Settlement Administrator at the specified address listed in Section IV.B above, postmarked **on or before [Response Deadline]**.

You may also appear at the Final Approval Hearing and present your objection orally, regardless of whether you have submitted an Objection.

## V. FINAL APPROVAL HEARING

The Court will hold a Final Approval Hearing in Department 7 of the Los Angeles County Superior Court, located at 312 North Spring Street, Los Angeles, California 90012, on ~~**[date],**~~May 14, 2026, at ~~**[time],**~~10:00 a.m., to determine whether the Settlement should be finally approved as fair, reasonable, and adequate. The Court also will be asked to approve and grant the Attorneys' Fees and Costs to Class Counsel, Class Representative Service Payments to Plaintiffs, and Settlement Administration Costs to the Settlement Administrator.

The Final Approval Hearing may be continued without further notice to the Class Members and Aggrieved Employees. It is not necessary for you to appear at the Final Approval Hearing, although you may appear if you wish to.

## VI. ADDITIONAL INFORMATION

The above is a summary of the basic terms of the Settlement. For the precise terms and conditions of the Settlement Agreement, you should review the detailed Settlement Agreement and other papers, which are on file with the Court.

You may view the Settlement Agreement and other documents filed in the Action by visiting https://www.lacourt.org/

You may also visit the Settlement Administrator's website at ____________ for key documents in the Action.

**PLEASE DO NOT TELEPHONE THE COURT OR THE OFFICE OF THE CLERK FOR INFORMATION REGARDING THIS SETTLEMENT.**

**IF YOU HAVE ANY QUESTIONS, YOU MAY CALL THE SETTLEMENT ADMINISTRATOR AT THE FOLLOWING TOLL-FREE NUMBER: [INSERT], OR YOU MAY ALSO CONTACT CLASS COUNSEL.**