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9 on behalf of herself, all others similarly situated,
10 and on behalf of the general public.

11 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
12 **FOR THE COUNTY OF KERN**

13 MARIA MARTINEZ on behalf of herself,
14 all others similarly situated, and on behalf
15 of the general public,

16 Plaintiff,

17 vs.

18 TIM HOFER, INC.; ENVIRONMENT
19 CONTROL CENTRAL CAL, INC.; and
20 DOES 1-100,

21 Defendants.

Case No.: BCV-24-101779

**[PROPOSED] ORDER GRANTING
PLAINTIFF MARIA MARTINEZ'S
MOTION FOR PRELIMINARY
APPROVAL OF CLASS AND PAGA
ACTION SETTLEMENT, CONDITIONAL
CERTIFICATION, APPROVAL OF CLASS
NOTICE, SETTING OF FINAL APPROVAL
HEARING DATE**

Date: May 29, 2026

Time: 8:15 a.m.

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4. Plaintiff does not have any conflicts that would preclude her from serving as Class Representative, and her appointment comports with the requirements of due process.
5. Class Counsel does not have any conflicts that would preclude them from acting as Class Counsel, and they meet the requirements for appointment as Class Counsel and the requirements of due process.
6. The Notice of Proposed Class Settlement attached as **Exhibit A** hereto and to the Settlement complies with due process because the Notice of Proposed Class Settlement is reasonably calculated to adequately apprise Class Members of: (i) the pending lawsuit; (ii) the terms of the proposed Settlement; and (iii) their rights, including the right to either participate in the settlement, exclude themselves from the settlement, or object to the settlement. Plaintiff's proposed plan for class notice and settlement administration is the best notice practicable under the circumstances.

III. ORDER

The Court having considered the papers submitted in support of the motion for preliminary approval, HEREBY ORDERS THE FOLLOWING:

1. The Court finds on a preliminary basis that the provisions of the Settlement are fair, just, reasonable, and adequate and, therefore, meet the requirements for preliminary approval.
2. The following Class is conditionally certified for purposes of settlement only: The proposed Class is comprised of all current and former hourly-paid non-exempt employees of Defendants who worked within the State of California at any time from May 29, 2020 through September 15, 2025, and who did not execute an arbitration agreement relating to their employment.
3. The Settlement provides for the following release as to Settlement Class Members,¹ which is hereby approved conditionally: claims, rights, demands, damages, liabilities, and causes of action, in law or in equity, arising at any time during the Class Period for the claims brought

¹ Settlement Class Members are Class Members who do not opt out of the settlement of the Class Claims by timely submitting valid Requests for Exclusion.

1 by Plaintiff in the Action or that could have been brought by Plaintiff against Defendants in
2 the Action based on the factual and legal assertions therein, and their parent, subsidiary,
3 related, affiliated, predecessor and successor companies or entities, franchisors and each of
4 their respective past, present and future principals, owners, directors, officers, affiliates,
5 fiduciaries, trustees, employees, agents, attorneys, insurers, assigns and representatives, based
6 on a reasonable interpretation of the allegations in the operative complaint. All Released Class
7 Claims are limited to the Class Period. The Class Period runs from May 29, 2020 through
8 September 15, 2025.

- 9 4. The Settlement also provides for the following release under the California Private Attorney
10 General Act (“PAGA”), which is hereby approved conditionally: Aggrieved Employees shall
11 release Defendants in the Action, and their parent, subsidiary, related, affiliated, predecessor
12 and successor companies or entities, franchisors and each of their respective past, present and
13 future principals, owners, directors, officers, affiliates, fiduciaries, trustees, employees,
14 agents, attorneys, insurers, assigns and representatives, from any claims for civil penalties
15 under PAGA that were alleged in Plaintiff’s PAGA Notice to the Labor and Workforce
16 Development Agency (“LWDA”). All Released PAGA Claims are limited to the PAGA
17 Period. The PAGA Period runs from May 8, 2023 through September 15, 2025.
- 18 5. The Settlement appears to be fair, adequate and reasonable to the Class. The settlement falls
19 within the range of reasonableness and appears to be presumptively valid, subject only to any
20 objections that may be raised at the final approval hearing and final approval by this Court.
- 21 6. Plaintiff Maria Martinez is conditionally approved as the Class Representative for the Class.
- 22 7. A final approval hearing on the question of whether the settlement, attorneys’ fees and costs
23 to Class Counsel, the claims administration fees and expenses, and amount allocated to
24 Plaintiff’s claims under the PAGA should be finally approved as fair, reasonable and adequate
25 as to Class Members is scheduled in Department 17 on the date and time set forth in the
26 Implementation Schedule below.
- 27 8. The Court affirms APEX Class Action Administration as the Settlement Administrator.

9. The Court approves, as to form and content, the Notice in substantially the form attached as Exhibit A hereto and to the Settlement. The Court approves the procedure for Class Members to participate in, to opt out of, and to object to, the Settlement as set forth in the Notice.

10. The Court directs the mailing of the Notice by first class mail to Class Members in accordance with the implementation schedule set forth in the Implementation Schedule below. The Court finds the dates selected for the mailing and distribution of the Notice, as set forth in the Implementation Schedule, meet the requirements of due process and provide the best notice practicable under the circumstances and shall constitute due and sufficient notice to all persons entitled thereto.

11. To facilitate administration of the settlement pending final approval, the Court hereby enjoins Plaintiff and all Class Members from filing or prosecuting any claims, suits or administrative proceedings (including, but not limited to, filing claims with the Division of Labor Standards Enforcement of the California Department of Industrial Relations) regarding claims released by the Settlement unless and until such Class Members have filed valid Requests for Exclusion with the Settlement Administrator and the time for filing valid Requests for Exclusion with the Settlement Administrator has elapsed. This provision shall not apply to claims not alleged in the Action.

IV. IMPLEMENTATION SCHEDULE

The Court orders the following Implementation Schedule for further proceedings:

Deadline for Defendant to submit Class Information to Settlement Administrator:	10 business days after entry of the Preliminary Approval Order
Deadline for Settlement Administrator to Mail the Notice to Class Members	10 business days after receipt of Class Information
Deadline for Class Members to Postmark Requests for Exclusion, Objections, or Disputes ("Response Deadline")	60 calendar days after mailing of Notice to Class Members

1 2	Deadline for Class Counsel to file Motion for Final Approval of Settlement	16 Court days before Final Approval Hearing
3 4 5	Deadline to Provide the Court with the Settlement Administrator's Declaration Outlining Requests for Exclusion, Objections, and Disputes	16 Court days before Final Approval Hearing
6 7 8	Final Approval Hearing and Final Approval	_____ at _____

IT IS SO ORDERED.

Dated:

Judge of the Superior Court

Exhibit A

CALIFORNIA SUPERIOR COURT, COUNTY OF KERN
Maria Martinez, on behalf of herself, all others similarly situated, and on behalf of the general public, Plaintiff,
vs. Tim Hofer, Inc.; Environment Control Central Cal., Inc. Defendants
Case No. BCV-24-101779

NOTICE OF CLASS ACTION SETTLEMENT

*A court authorized this notice. This is not a solicitation.
This is not a lawsuit against you and you are not being sued.
However, your legal rights are affected by whether you act or don't act.*

TO: All current and former hourly-paid non-exempt employees of Defendants who worked within the State of California at any time from May 29, 2020 through September 15, 2025.

The California Superior Court, County of Kern has granted preliminary approval to a proposed settlement (“Settlement”) of the above-captioned action (“the Action”). Because your rights may be affected by this Settlement, it is important that you read this Notice of Class Action Settlement (“Notice”) carefully.

The Court has certified the following class for settlement purposes (“Class” or “Class Members”):

All current and former hourly-paid non-exempt employees of Defendants who worked within the State of California at any time from May 29, 2020 through September 15, 2025, and who did not execute an arbitration agreement relating to their employment.

The purpose of this Notice is to provide a brief description of the claims alleged in the Action, the key terms of the Settlement, and your rights and options with respect to the Settlement.

YOU MAY BE ENTITLED TO MONEY UNDER THE PROPOSED CLASS ACTION SETTLEMENT. PLEASE READ THIS NOTICE CAREFULLY; IT INFORMS YOU ABOUT YOUR LEGAL RIGHTS.

WHAT INFORMATION IS IN THIS NOTICE

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PLEASE DO NOT TELEPHONE THE COURT OR COURT’S CLERK FOR INFORMATION ABOUT THIS SETTLEMENT.

1. <i>Why Have I Received This Notice?</i>

Tim Hofer, Inc.’s and Environment Control Central Cal., Inc.’s (hereinafter referred to as “Defendants”) records

indicate that you may be a Class Member. The settlement will resolve all Class Members' Released Claims, as described in Section No. 9 below, from May 29, 2020 through September 15, 2025. (the "Class Period").

A Preliminary Approval Hearing was held on **date**, in the California Superior Court, County of Kern. The Court conditionally certified the Class for settlement purposes only and directed that you receive this Notice.

The Court will hold a Final Fairness Hearing concerning the proposed settlement on **[final approval date]** at **[time]**, before Honorable Thomas S. Clark in Department 17, located at 1415 Truxtun Ave, Bakersfield, CA 93301.

2. *What Is This Case About?*

A class action complaint was filed by Plaintiff on May 29, 2024, in the Superior Court County of Kern (Case No. BCV-24-101779). The complaint alleges the following causes of action against Defendants: 1) Failure to Pay All Straight Time Wages; 2) Failure to Pay Overtime; 3) Failure to Provide Meal Periods; 4) Failure to Authorize and Permit Rest Periods; 5) Knowing and Intentional Failure to Comply with Itemized Employee Wage Statement Provisions; 6) Failure to Pay all Wages Due at the Time of Termination; 7) Failure to Reimburse Business Expenses; 8) Failure to Adopt a Compliant Sick Pay/ Paid Time Off Policy; and 9) Violation of Unfair Competition Law.

On March 25, 2025, Plaintiff filed a First Amended Complaint adding a cause of action under PAGA (Private Attorneys General Act of 2004) for civil penalties regarding the aforementioned wage and hour violations.

The Court has not made any determination as to whether the claims advanced by the Plaintiff have any merit. In other words, the Court has not determined whether any laws have been violated, nor has it decided in favor of Plaintiff or Defendants; instead, both sides agreed to resolve the lawsuit with no decision or admission of who is right or wrong. By agreeing to resolve the lawsuit, all parties avoid the risks and cost of a trial.

Defendants expressly deny that they did anything wrong or that they violated the law and further deny any liability whatsoever to Plaintiff or to the Class.

3. *Am I A Class Member? Am I A PAGA Class Member?*

You are a Class Member if you worked for Defendants as a non-exempt hourly employee at any time from May 29, 2020 through September 15, 2025, in California and did not sign an arbitration agreement.

Additionally, if you are a Class Member and worked for Defendants as a non-exempt hourly employee at any time from May 8, 2023 through September 15, 2025, in California you are also a PAGA Class Member under the settlement.

4. *How Does This Class Action Settlement Work?*

Plaintiff Maria Martinez brings these actions behalf of herself and all other similarly situated employees who were employed by Defendants as Class Members in California at any time during the Class Period. Plaintiff and these other current and former employees comprise a "Class." The settlement of this Action resolves the Released Class Claims of all Class Members, as defined in the Settlement Agreement and Final Judgment, except for those who exclude themselves from the Class by requesting to be excluded in the manner set forth below.

Plaintiff and Class Counsel believe the settlement is fair and reasonable. The Court must also review the terms of the settlement and determine if it is fair and reasonable to the Class. The Court file has the settlement documents,

which explain the settlement in greater detail. If you would like copies of the settlement documents, you can obtain them for a nominal fee at the Kern County Superior Court, located at 1415 Truxtun Ave, Bakersfield, CA 93301. You may also contact Plaintiff's counsel, whose contact information is below, and they will provide you with a copy free of charge.

5. Who Are the Attorneys Representing the Parties?

Attorneys for Plaintiff and the Class	Attorneys for Defendant
MARA LAW FIRM, PC David Mara Jill Vecchi Carter Cordura 3160 Camino Del Rio South, Suite 207 San Diego, California 92108 Telephone: (619) 234-2833 Facsimile: (619) 234-4048 LAWYERS FOR EMPLOYEE AND CONSUMER RIGHTS Colette Mahon Arpi Sislyan 3500 West Olive Avenue, Third Floor Burbank, CA 91505 Telephone: (323) 375-5101 Facsimile: (323) 306-5571	MCCORMICK, BARSTOW, SHEPPARD, WAYTE & CARRUTH LLP Christina Cusimano 7647 North Fresno Street Fresno, California 93720 Telephone: (559) 433-1300 Facsimile: (559) 433-2300

The Court has decided that Mara Law Firm, PC and Lawyers for Employee and Consumer Rights are qualified to represent you and all other Class Members simultaneously.

You do not need to hire your own attorney because Class Counsel is working on your behalf. But, if you want your own attorney, you may hire one at your own cost.

6. What Are My Options?

The purpose of this Notice is to inform you of the proposed settlement and of your options. Each option has its consequences, which you should understand before making your decision. Your rights regarding each option, and the steps you must take to select each option, are summarized below and explained in more detail in this Notice.

Important Note: Defendants will not retaliate against you in any way for either participating or not participating in this Settlement.

- **DO NOTHING:** If you do nothing and the Court grants final approval of the Settlement, you will become part of this Class Action and may receive a payment from the Settlement. You will be bound to the release of the Released Class Claims as defined in the Settlement Agreement and the Final Judgment. You will also give up your right to pursue the Released Class Claims as defined in Section No. 9 below.

- **OPT OUT:** If you do not want to participate as a Class Member, you may “opt out,” which will remove you from the Class and this Class Action. If the Court grants final approval of the Settlement, you will not receive a Settlement payment and you will not give up the right to sue Defendants and the Released Parties for the Released Class Claims. If you are a PAGA Class Member, you will receive a portion of the PAGA Payment, even if you opt-out of the settlement.
- **OBJECT:** You may file a legal objection to the proposed settlement. If you would like to object, you may not opt out of this case.

7. *How Do I Opt Out Or Exclude Myself From This Settlement?*

If you do not want to take part in the Settlement, you must mail a written Request for Exclusion to the Settlement Administrator. The written request for exclusion must: (a) state your name, address, telephone number, and social security number or employee identification number; (b) state your intention to exclude yourself from or opt-out of the Settlement; (c) be addressed to the Settlement Administrator at [address]; (d) be signed by you or your lawful representative; and (e) be postmarked no later than [the Response Deadline].

If the Court approves the Settlement at the Final Approval Hearing, the Court will enter a Judgment. If you do not request exclusion from the Settlement, the Judgment will bind you to the terms of the Settlement. If you are a PAGA Class Member, you will receive a portion of the PAGA Payment, even if you opt-out of the settlement.

8. *How Do I Object To The Settlement?*

If you are a Class Member who does not opt out of the Settlement, you may object to the Settlement, personally or through an attorney, by submitting your objection in writing, signed, dated, and mailed to the Settlement Administrator postmarked no later than [the Response Deadline]. The objection must state: (a) your full name, address, and telephone number; (b) the words “Notice of Objection” or “Formal Objection;” (c) describe, in clear and concise terms, the legal and factual arguments supporting the objection; (d) list identifying witness(es) you may call to testify at the Final Approval hearing; and (e) provide true and correct copies of any exhibit(s) you intend to offer at the Final Approval hearing. The objection will not be valid if it objects only to the appropriateness of the actions or their merits.

Class Members may appear at the Final Approval Hearing, either in person or through the objector’s own counsel. If the Court rejects the objection, he/she will receive an Individual Settlement Share payment and will be bound by the terms of the Settlement.

9. *How Does This Settlement Affect My Rights? What are the Released Claims?*

If the proposed settlement is approved by the Court, a Final Judgment will be entered by the Court. All Class Members who do not opt out of the Settlement will be bound by the Court’s Final Judgment and will release Defendants from the Released Class Claims. The Released Class Claims are:

All claims, rights, demands, damages, liabilities, and causes of action, in law or in equity, arising at any time during the Class Period for the claims brought by Plaintiff in the Action or that could have been brought by Plaintiff against Defendants in the Action, and their parent, subsidiary, related, affiliated, predecessor and successor companies or entities, franchisors and each of their respective past, present and future principals, owners, directors, officers, affiliates, fiduciaries, trustees, employees, agents, attorneys, insurers, assigns and representatives, based on a reasonable

interpretation of the allegations in the operative complaint. All Released Class Claims are limited to the Class Period.

If you are a PAGA Class Member, you will be bound by the Final Judgment and will release the Released Parties from the Released PAGA Claims, even if you opt-out of the settlement. The Released PAGA Claims include are:

Any and all claims for civil penalties under PAGA against Defendants in the Action, and their parent, subsidiary, related, affiliated, predecessor and successor companies or entities, franchisors and each of their respective past, present and future principals, owners, directors, officers, affiliates, fiduciaries, trustees, employees, agents, attorneys, insurers, assigns and representatives, that were alleged in Plaintiff's PAGA Notice to the Labor and Workforce Development Agency ("LWDA"). All Released PAGA Claims are limited to the PAGA Period.

All Class Members who do not opt out of the Settlement will be enjoined from prosecuting the Released Class Claims and initiating or continuing other proceedings regarding the Released Class Claims, including but not limited to filing any claims for monetary relief of the Released Claims before the Division of Labor Standards and Enforcement ("DLSE") or in any forum whatsoever. All PAGA Class Members will be enjoined from prosecuting the Released PAGA Claims and from initiating or continuing other proceedings regarding the Released PAGA Claims, including but not limited to filing any claims for monetary relief of the Released PAGA Claims before the DLSE or in any forum whatsoever.

10. How Much Can I Expect to Receive From This Settlement?

The total maximum amount that Defendants could be required to pay under this Agreement shall be up to but no more than \$555,000 ("Gross Settlement Amount" or "GSA").

A. Deductions from the Settlement

The "Net Settlement Amount" or "NSA" means the portion of the Gross Settlement Amount, available for distribution to Class Members after the deduction of (1) the Settlement Administration Costs to the Settlement Administrator in an amount estimated not to exceed \$8,000; (2) a payment of \$50,000 allocated to the PAGA claims; and (3) payment to Class Counsel in an amount not to exceed \$185,000.00 (one-third of the Gross Settlement Amount) for attorneys' fees and an amount not to exceed \$20,000 for litigation costs. All of these payments are subject to court approval.

B. How Class Member Settlement Payments are Calculated

After deducting the above-referenced items, the remaining Net Settlement Amount, will be proportionately distributed amongst all Class Members who have not opted out. Each Participating Class Member will receive a proportionate share of the Net Settlement Amount that is equal to (i) the number of workweeks he or she worked for Defendant, based on the Class Data provided by Defendant, divided by (ii) the total number of workweeks worked by all Participating Class Members during the Class Period based on the same Class Data, which is then multiplied by the Net Settlement Amount. One day worked in a given week for Defendants will be credited as a workweek for purposes of this calculation. Therefore, the value of each Class Member's Individual Settlement Share ties directly to the amount of workweeks that he or she worked for Defendants in California.

C. How PAGA Class Member's Settlement Payments are Calculated

If you are a PAGA Class Member under the settlement, you will also receive a portion of the PAGA Payment.

Pursuant to PAGA, the LWDA will receive a payment of \$32,500 (65% of the \$50,000 total PAGA Payment). The remaining \$17,500 is the “Net PAGA Settlement Amount” or “NPSA” and will be proportionately distributed amongst all PAGA Class Members. Each PAGA Class Member will receive a proportionate share of the Net PAGA Settlement Amount that is equal to (i) the number of pay periods he or she worked for Defendants during the PAGA Period based on the PAGA Data provided by Defendant, divided by (ii) the total number of pay periods worked by all PAGA Class Members during the PAGA Period based on the same PAGA data, which is then multiplied by the Net PAGA Settlement Amount. One day worked for Defendants in a given pay period will be credited as a pay period for purposes of this calculation. Therefore, the value of each PAGA Class Member’s Individual PAGA Settlement Share ties directly to the amount of pay periods that he or she worked during the PAGA Period for Defendants in California.

D. Your Estimated Settlement Payment

Although your exact share of the Net Settlement Amount as a Class Member cannot be precisely calculated until after the time during which individuals may object or seek exclusion from the Settlement concludes, based upon the calculation above, your approximate share of the Net Settlement Amount, is as follows: \$ [REDACTED], less taxes. This is based on the Class Data which shows you worked [REDACTED] workweeks during the Class Period. The maximum number of workweeks any Class Member may have is [REDACTED].

If you are also a PAGA Class Member, you will receive a share of the Net PAGA Settlement Amount. Based upon the calculation above, your approximate share of the Net PAGA Settlement Amount, is as follows: \$ [REDACTED]. This is based on the PAGA Data which shows you worked [REDACTED] workweeks during the PAGA Period. The maximum number of workweeks any PAGA Class Member may have is [REDACTED].

E. Tax Treatment of Your Settlement Payments

Each Class Member’s Individual Class Settlement Share will be apportioned as follows: 1/3 wages, 1/3 interest, and 1/3 in penalties. The amounts paid as wages shall be subject to all tax withholdings customarily made from an employee’s wages and all other authorized and required withholdings and shall be reported by W-2 forms. Payment of all amounts will be made subject to backup withholding unless a duly executed W-9 form is received from the payee(s). The amounts paid as penalties and interest shall be subject to all authorized and required withholdings other than the tax withholdings customarily made from employees’ wages and shall be reported by IRS 1099 forms. Only the employee share of payroll tax withholdings shall be from each Class Member’s Individual Class Settlement Share. The employer share of payroll tax withholdings shall be paid separate from and in addition to the Gross Settlement Amount.

If you are a PAGA Class Member, your Individual PAGA Settlement Share will be apportioned as 100% penalties. This will not be reduced by payroll tax withholding and deductions. The Settlement Administrator will issue to each PAGA Class Member an IRS Form 1099 with respect to his/her Individual PAGA Settlement Share.

Nothing in this Notice is intended to constitute legal advice relating to the tax liability of any Class Member or PAGA Class Member. To the extent that this Notice is interpreted to contain or constitute advice regarding any federal, state or local tax issue, such advice is not intended or written to be used, and cannot be used, by any person for the purpose of avoiding any tax liability or penalties.

F. What Happens If You Don’t Cash Your Check?

It is strongly recommended that upon receipt of your settlement check, you immediately cash it or cash it before the 180-day void date shown on each check. If any checks remain uncashed or not deposited by the expiration of

the 180-day period, the Settlement Administrator will pay over the amount represented by the check to the State of California unclaimed property fund in the name of the Class Member.

11. *How Will the Attorneys for the Class Be Paid?*

The attorneys for Plaintiff and the Class will be paid from the Gross Settlement Amount. Subject to Court approval, the attorneys for Plaintiff and the Class shall be paid an amount not to exceed one-third of the Gross Settlement Amount (\$185,000.00) for attorney fees and \$20,000 for litigation costs.

Defendants have paid all of their own attorneys' fees and costs.

IF YOU NEED MORE INFORMATION OR HAVE ANY QUESTIONS, you may contact Class Counsel listed above, or the Settlement Administrator at the telephone number listed below, toll free. You can also obtain documents related to this case and this settlement by visiting [\[administrator website\]](#), a website maintained by the Settlement Administrator. Please refer to the Tim Hofer Class Action Settlement.

This Notice does not contain all of the terms of the proposed settlement or all of the details of these proceedings. For more detailed information, you may obtain the underlying documents and papers on file with the Court for a nominal fee at nominal fee at the Kern County Superior Court, located at 1415 Truxtun Ave, Bakersfield, CA 93301. You may also contact Plaintiff's counsel, whose contact information is below, and they will provide you with a copy free of charge.

PLEASE DO NOT TELEPHONE THE COURT OR COURT'S CLERK FOR INFORMATION ABOUT THIS SETTLEMENT.