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RECEIVED
LOS ANGELES SUPERIOR COURT
AUG 18 2020
S. DREW

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES—SPRING STREET COURTHOUSE

LAWYERS for JUSTICE, PC
410 West Arden Avenue, Suite 203
Glendale, California 91203

CARLOS MARTINEZ, individually, and on behalf of other members of the general public similarly situated and on behalf of other aggrieved employees pursuant to the California Private Attorneys General Act; ISRAEL LOMELI, individually, and on behalf of other members of the general public similarly situated;

Plaintiffs,

vs.

THE STAND, LLC, a California limited liability company; and DOES 1 through 100, inclusive,

Defendants.

Case No.: 19STCV14979

Honorable Kenneth R. Freeman
Department SSC14

CLASS ACTION

**[PROPOSED] ORDER GRANTING
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

Date: September 10, 2020
Time: 10:00 a.m.
Department: SSC14

Complaint Filed: April 30, 2019
FAC Filed: January 16, 2020
Trial Date: None Set

1 This matter has come before the Honorable Kenneth R. Freeman of the Superior Court
2 of California for the County of Los Angeles, Spring Street Courthouse, with Lawyers *for* Justice,
3 PC appearing as counsel for Plaintiffs Carlos Martinez and Israel Lomeli (“Class
4 Representatives,” or “Plaintiffs”), individually and on behalf of all others similarly situated and
5 Blank Rome LLP appearing as counsel for Defendant The Stand, LLC (“Defendant”). The
6 Court, having carefully considered the papers, argument of counsel, and all matters presented to
7 the Court, and good cause appearing, hereby GRANTS Plaintiffs’ Motion for Preliminary
8 Approval of Class Action Settlement.

9 **IT IS HEREBY ORDERED THAT:**

10 1. The Court preliminarily approves the Joint Stipulation of Class Action and PAGA
11 Settlement (“Settlement,” “Agreement,” or “Settlement Agreement”), attached as “Exhibit 1” to
12 the Declaration of Edwin Aiwarzian in Support of Plaintiffs’ Motion for Preliminary Approval
13 of Class Action Settlement. This is based on the Court’s determination that the Settlement falls
14 within the range of possible approval as fair, adequate, and reasonable.

15 2. This Order incorporates by reference the definitions in the Settlement Agreement,
16 and all terms defined therein shall have the same meaning in this Order as set forth in the
17 Settlement Agreement.

18 3. It appears to the Court on a preliminary basis that the Settlement is fair, adequate,
19 and reasonable. It appears to the Court that extensive investigation and research have been
20 conducted such that counsel for the parties at this time are able to reasonably evaluate their
21 respective positions. It further appears to the Court that the Settlement, at this time, will avoid
22 substantial additional costs by all parties, as well as avoid the delay and risks that would be
23 presented by the further prosecution of this action. It further appears that the Settlement has
24 been reached as the result of intensive, serious and non-collusive, arms-length negotiations, and
25 was entered into in good faith.

26 4. The Court preliminarily finds that the Settlement, including the allocations for the
27 Attorney Fee Award, Attorney Cost Award, Enhancement Payments, PAGA Payment,
28 Administration Costs, and payments to Participating Class Members provided thereby, appear

1 to be within the range of reasonableness of a settlement that could ultimately be given final
2 approval by this Court. Indeed, the Court has reviewed the monetary recovery that is being
3 granted as part of the Settlement and preliminarily finds that the monetary settlement awards
4 made available to the Class Members are fair, adequate, and reasonable when balanced against
5 the probable outcome of further litigation relating to certification, liability, and damages issues.

6 5. The Court concludes that, for settlement purposes only, the Class meets the
7 requirements for certification under section 382 of the California Code of Civil Procedure in
8 that: (a) the Class is ascertainable and so numerous that joinder of all members of the Class is
9 impracticable; (b) common questions of law and fact predominate, and there is a well-defined
10 community of interest amongst the members of the Class with respect to the subject matter of
11 the litigation; (c) Plaintiffs' claims are typical of the claims of the members of the Class; (d)
12 Plaintiffs will fairly and adequately protect the interests of the members of the Class; (e) a class
13 action is superior to other available methods for the efficient adjudication of the controversy;
14 and (f) Class Counsel is qualified to act as counsel for Plaintiffs in their individual capacity and
15 as the representative of the Class.

16 6. The Court conditionally certifies, for settlement purposes only, the Class, defined
17 as follows:

18 All current and former hourly-paid or non-exempt employees who worked for
19 Defendant in California at any time during the period from April 30, 2015 through the
20 date of this order ("Class" or "Class Members").

21 7. The Court preliminarily appoints *Lawyers for Justice, PC* as Class Counsel.

22 8. The Court preliminarily appoints Plaintiffs Carlos Martinez and Israel Lomeli as
23 Class Representatives.

24 9. The Court appoints Phoenix Class Action Administration Solutions ("Phoenix")
25 as the Settlement Administrator.

26 10. Within ten (10) business days after entry of this Order, Defendant shall provide
27 the Settlement Administrator with the Database, in conformity with the Settlement Agreement.

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1 11. The Court approves, both as to form and content, the Notice of Class Action and
2 PAGA Settlement (“Class Notice”) attached hereto as “**EXHIBIT 1.**” Counsel for both Parties,
3 subject to mutual agreement, may make changes to the Class Notice as necessary to administer
4 the Settlement. The Class Notice shall be provided to Class Members in the manner set forth in
5 the Settlement Agreement. The Court finds that the Class Notice appears to fully and accurately
6 inform the Class Members of all material elements of the Settlement, of the Class Members’
7 right and opportunity to be excluded from the Settlement by submitting a Request for Exclusion,
8 right and opportunity to submit a dispute regarding the number of the Workweeks attributed to
9 them by submitting a Workweek Dispute, and right and opportunity to object to the Settlement
10 by submitting an Objection. The Court further finds that distribution of the Class Notice
11 substantially in the manner and form set forth in the Settlement and this Order, and that all other
12 dates set forth in the Settlement and this Order, meet the requirements of due process and shall
13 constitute due and sufficient notice to all persons entitled thereto. The Court further orders the
14 Settlement Administrator to mail the Class Notice by first-class U.S. Mail to all Class Members
15 within fifteen (15) business days of the date of this Order, pursuant to the terms set forth in the
16 Settlement Agreement.

17 12. The Court hereby preliminarily approves the proposed procedure, set forth in the
18 Settlement Agreement, for seeking exclusion from the Settlement. Any Class Member may
19 choose to be excluded from the Settlement by submitting a timely and valid written Request for
20 Exclusion in conformity with the requirements set forth in the Class Notice, to the Settlement
21 Administrator, by mail or fax, no later than forty-five (45) calendar days after the date on which
22 the Settlement Administrator initially mails the Class Notice, or in the case of a re-mailed Class
23 Notice, the later of forty-five (45) days from the initial mailing date or ten (10) calendar days
24 from the re-mailing of the Class Notice (“Response Deadline”). Any Class Member who is
25 properly excluded from the Settlement will not participate in the Settlement, will not be a
26 Participating Class Member, will not receive any benefits under the Settlement, and will not
27 have any right to object or appeal. Class Members who have not submitted a timely and valid
28 Request for Exclusion (i.e., Participating Class Members) shall be bound by the Settlement

1 Agreement and any final judgment based thereon.

2 13. A Final Approval Hearing shall be held before this Court on
3 _____ at _____ a.m./ p.m. in
4 Department SSC14 of the Superior Court of California for the County of Los Angeles, Spring
5 Street Courthouse, 312 N. Spring Street, Los Angeles, California 90012, to determine all
6 necessary matters concerning the Settlement, including: whether the proposed settlement of the
7 action on the terms and conditions provided for in the Settlement is fair, adequate, and
8 reasonable and should be finally approved by the Court; whether a judgment, as provided in the
9 Settlement, should be entered herein; whether the plan of allocation contained in the Settlement
10 should be approved as fair, adequate, and reasonable to the Class Members; and determine
11 whether to finally approve the requests for Attorney Fee Award, Attorney Cost Award,
12 Enhancement Payments, and Administration Costs.

13 14. Class Counsel shall file a motion for final approval of the Settlement and for
14 Attorney Fee Award, Attorney Cost Award, Enhancement Payments, and Settlement
15 Administration Costs, along with the appropriate declarations and supporting evidence,
16 including the Settlement Administrator's declaration, by
17 _____, to be heard at the Final Approval Hearing.

18 15. To object to the Settlement, a Class Member may submit a timely and valid written
19 Objection to the Settlement Administrator no later than the Response Deadline. The Objection
20 must contain the information that is required, as set forth in the Class Notice, including and not
21 limited to the grounds for the objection.

22 16. In the event the Settlement does not become effective in accordance with the terms
23 of the Settlement Agreement, or the Settlement is not finally approved, or is terminated,
24 cancelled or fails to become effective for any reason, this Order shall be rendered null and void,
25 shall be vacated, and the Parties shall revert back to their respective positions before entering
26 into the Settlement Agreement.

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17. The Court reserves the right to adjourn or continue the date of the Final Approval Hearing and any dates provided for in the Settlement Agreement without further notice to the Class Members and retains jurisdiction to consider all further applications arising out of or connected with the Settlement.

IT IS SO ORDERED.

Dated: _____

By: _____

The Honorable Kenneth R. Freeman
Judge of the Superior Court

EXHIBIT 1

NOTICE OF CLASS ACTION AND PAGA SETTLEMENT

Carlos Martinez, et al. v. The Stand, LLC
Superior Court of California, County of Los Angeles, Case No. 19STCV14979

You have received this Notice because records of The Stand, LLC (“Defendant”) indicate that you are or were employed by Defendant in the State of California during the time period from April 30, 2015 through [Preliminary Approval Date] as an hourly-paid or non-exempt employee.

You do not need to take any action to receive payment under the settlement reached in the Action and your legal rights may be affected.

This Notice is designed to advise you of your rights and options, such as how you can object to or request to be excluded from the Class Settlement, if you so choose.

PLEASE READ THIS NOTICE CAREFULLY. This notice relates to a proposed settlement of a class action lawsuit. It contains important information about your right to object to or not be included in the Class Settlement.

By order of the Superior Court of California for the County of Los Angeles (the “Court” or “Los Angeles County Superior Court”), in the case entitled *Carlos Martinez, et al. v. The Stand, LLC*, Los Angeles County Superior Court, Case No. 19STCV14979 (“Action”), preliminary approval of a proposed class action settlement was granted on [Preliminary Approval Date]. A hearing shall be held on [hearing date] (“Final Approval Hearing”) to determine whether final approval of the settlement should be granted.

YOU ARE NOTIFIED THAT: A proposed class action settlement has been reached between Plaintiffs Carlos Martinez and Israel Lomeli (collectively “Plaintiffs”) and Defendant (Plaintiffs and Defendant are collectively referred to as the “Parties”) in the above-entitled action, which may affect your legal rights.

I. DEFINITIONS

“Class” means all current and former hourly-paid or non-exempt employees who worked for Defendant in the State of California during the Class Period.

“Class Member” means a member of the Class.

“Class Period” means the period from April 30, 2015 through [Preliminary Approval Date].

II. BACKGROUND OF THE ACTION

On April 30, 2019, Plaintiffs commenced the Action by filing the Class Action Complaint for Damages. On January 16, 2020, Plaintiff filed the First Amended Consolidated Class Action Complaint for Damages and Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, Et Seq. (“Complaint”).

Plaintiffs allege that Defendant failed to properly pay minimum and overtime wages; failed to provide compliant meal breaks and associated premiums; failed to provide compliant rest breaks and associated premiums; failed to timely pay wages during employment and at termination and associated penalties including waiting time penalties; failed to provide accurate wage statements; failed to maintain requisite payroll records; failed to reimburse business expenses; and thereby, engaged in unfair business practices in violation of the California Business and Professions Code and conduct giving rise to penalties under PAGA. Plaintiffs seek, among other things, recovery of unpaid wages and meal and rest period premiums, business expenses, restitution, penalties, interest, attorneys’ fees and costs.

Defendant denies all of the allegations in the Action or that it violated any law and contends that at all times it has complied with the law.

The Parties participated in a mediation with a respected class action mediator, and as a result of the mediation, the Parties

reached a settlement. The Parties have since entered into the Joint Stipulation of Class Action and PAGA Settlement (“Settlement” or “Settlement Agreement”), which was preliminarily approved by the Court on [Preliminary Approval Date]. The Court has appointed Phoenix Class Action Administration Solutions as the administrator of the settlement (“Settlement Administrator”). The Court has also preliminarily appointed Plaintiffs Carlos Martinez and Israel Lomeli as representatives of the Class (“Class Representatives”) and has preliminarily appointed the following Plaintiffs’ counsel as counsel for the Class (“Class Counsel”):

Lawyers for Justice, PC
Edwin Aiwazian, Esq.
Arby Aiwazian, Esq.
Joanna Ghosh, Esq.
410 West Arden Avenue, Suite 203
Glendale, California 91203

If you are a Class Member, you need not take any action to receive payment under the settlement, but you have the opportunity to request exclusion from or object to the Settlement if you so choose, as explained more fully in Section IV below.

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 Defendant that the claims in the Action have merit or that Defendant has any liability to Plaintiffs or to Class Members. Plaintiffs and Defendant, 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.

III. SUMMARY OF THE PROPOSED SETTLEMENT

A. Settlement Formula

The Gross Settlement Amount is Five Hundred Fifty Thousand Dollars (\$550,000). The portion of the Gross Settlement Amount that is available for payment to Class Members who do not submit timely and valid Request for Exclusions seeking exclusion from the Settlement (“Participating 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) Attorney Fee Award consisting of attorneys’ fees (not to exceed 38% of the Gross Settlement Amount, i.e., \$209,000 out of \$550,000) to Class Counsel; (2) Attorney Costs Award for reimbursement of actual litigation costs and expenses in an amount not to exceed Seventeen Thousand (\$17,000) to Class Counsel; (3) Enhancement Payments in the amount of Ten Thousand Dollars (\$10,000) each to Plaintiffs (for a combined total of \$20,000); (4) Administration Costs (which are currently estimated not to exceed \$12,000) to the Settlement Administrator; and (5) the amount of Twenty Thousand Dollars (\$20,000) allocated to penalties pursuant to PAGA (“PAGA Payment”) of which seventy-five percent (75%) (i.e., \$15,000) will be paid to the Labor and Workforce Development Agency (“LWDA Payment”).

Each Participating Class Member will be entitled to receive payment under the Settlement of his or her share of the Net Settlement Amount (“Individual Settlement Share”) based on the number of weeks he or she worked for Defendant during the Class Period (“Workweeks”). Each Participating Class Member’s individual number of Workweeks will be divided by the total number of Workweeks of all Participating Class Members, the result will be multiplied by the Net Settlement Amount to yield each Participating Class Member’s Individual Settlement Share.

Each Individual Settlement Share is considered to be twenty percent (20%) as wages (to be reported on an IRS Form W2) and eighty percent (80%) as interest and penalties (to be reported on an IRS Form 1099, if applicable). Participating Class Members will be issued payment of their Individual Settlement Share after reduction for the applicable employee’s share of payroll taxes with respect to the wages portion of the Individual Settlement Share. The employer’s share of payroll taxes with respect to the wages portion of each Individual Settlement Share will be paid by Defendant separately and in addition to the Gross Settlement Amount.

If the Court grants final approval of the settlement, payments will be mailed to the address that is on file with the Settlement Administrator. **If the address to which this Notice was mailed is not correct, or if you move after you receive this Notice, you must make sure to provide your correct mailing address to the Settlement Administrator in**

a timely fashion, to ensure receipt of payment that you may be entitled to.

B. Your Workweeks Based on Defendant's Records

According to Defendant's records, you are credited as having worked [redacted] Workweeks.

If you wish to dispute the Workweeks credited to you, you must mail a written statement to the Settlement Administrator ("Workweek Dispute") at the following address:

[Settlement Administrator]
[address]

A Workweek Dispute must: (a) state the Class Member's full name, address, and telephone number; (b) state the case name and number of the Action (in this case, *Martinez, et al. v. The Stand, LLC, Los Angeles County Case No. 19STCV14979*); (c) describe, in clear and concise terms, the number of Workweeks the Class Member contends is correct; (d) attach any documentation the Class Member has that supports his or her contention; and (e) be postmarked or fax-stamped on or before the [Response Deadline].

C. Your Estimated Individual Settlement Share

As explained above, your estimated Individual Settlement Share is based on the number of Workweeks credited to you.

Under the terms of the Settlement:

- Your gross Individual Settlement Share is estimated to be \$ [redacted].

The settlement approval process may take six months or more. Your Individual Settlement Share reflected in this Notice is only an estimate. Your actual payment may be higher or lower than estimated. Your Individual Settlement Share will be mailed to you via two separate checks over the period of one year. **You must make sure your correct mailing address is on file with the Settlement Administrator to ensure that you receive any payment that you may be entitled to.**

D. Released Claims

"Released Claims" means all claims, rights, demands, liabilities, losses, obligations, guarantees, costs, expenses, attorneys' fees, damages, liquidated damages, penalties, interest, actions and causes of action that arise from or relate to the same set of operative facts as those set forth in the Complaint, whether sounding in law or equity, tort, contract, statute, or other applicable federal, state or local law or regulation, that include, but are not limited to: (i) claims for failure to pay overtime wages; (ii) claims for failure to provide compliant meal periods and premiums in lieu thereof; (iii) claims for failure to provide compliant rest periods and premiums in lieu thereof; (iv) claims for failure to pay minimum wages; (v) claims for failure to timely pay wages upon termination; (vi) claims for failure to timely pay wages during employment; (vii) claims for failure to provide complaint wage statements; (viii) claims for failure to keep requisite payroll records; (ix) claims for unreimbursed business expenses; (x) all claims asserted through California Business & Professions Code §§ 17200, *et seq.*; and (xi) all claims for penalties under PAGA, California Labor Code §§ 2698, *et seq.* based on the preceding claims. The Released Claims will be as to the Released Parties. The Released Claims only applies to claims which arose during the Class Period. The Released Claims shall not apply to claims for workers' compensation benefits, unemployment insurance benefits, or any other claim or right that as a matter of law that cannot be waived or released.

"Released Parties" means Defendant and its past, present and/or future, direct and/or indirect, officers, directors, owners, members, employees, representatives, administrators, attorneys, agents, parent companies, subsidiaries and affiliated corporations and entities, consultants, insurers, reinsurers, shareholders, joint ventures, predecessors, successors, and/or assigns.

Upon the Final Approval Date, Plaintiffs and Participating Class Members will be deemed to have released the Released Parties from the Released Claims.

E. Attorney Fee Award and Attorney Costs Award

Class Counsel will seek an Attorney Fee Award consisting of attorneys' fees in an amount not to exceed Two Hundred and Nine Thousand Dollars (\$209,000) and an Attorney Costs Award for reimbursement of actual litigation costs and expenses in an amount not to exceed Seventeen Thousand Dollars (\$17,000), subject to approval by the Court. The Attorneys' Fee Award and Attorney Costs Award awarded by the Court will be paid from the Gross Settlement Amount. Class Counsel has been prosecuting the Action on behalf of Plaintiffs and Class Members on a contingency fee basis (that is, without being paid any money to date) and has been paying all litigation costs and expenses.

F. Enhancement Payments

In consideration for their service in connection with the Action, Plaintiffs will seek Enhancement Payments in the amount of Ten Thousand Dollars (\$10,000) each (for a total of \$20,000), to be paid from the Gross Settlement Amount subject to approval by the Court. If awarded, the Enhancement Payments shall be paid to Plaintiffs in addition to their Individual Settlement Share under the Settlement.

G. PAGA Payment

As explained above, Twenty Thousand Dollars (\$20,000) of the Gross Settlement Amount is allocated for penalties pursuant to PAGA (i.e., PAGA Payment). Pursuant to California Labor Code section 2699(i), and subject to approval by the Court under California Labor Code section 2699(1), seventy-five percent (75%) of the PAGA Payment (i.e., \$15,000) will be paid to the Labor and Workforce Development Agency and the remaining twenty-five percent (25%) of the PAGA Payment (i.e., \$5,000) will be distributed on a *pro rata* basis to Participating Class Members as part of the Net Settlement Amount.

H. Settlement Administration

Payment to the Settlement Administrator, Phoenix Class Action Administration Solutions, is estimated not to exceed Twelve Thousand Dollars (\$12,000) for the costs of the notice and settlement administration process, including and not limited to, the expense of distributing this Notice, processing Requests for Exclusion, Objections, and Workweek Disputes, calculating Individual Settlement Shares, calculating and remitting applicable taxes, and distributing payments and tax forms under the settlement. The Administration Costs will be paid from the Gross Settlement Amount, subject to approval by the Court.

IV. WHAT ARE YOUR RIGHTS AND OPTIONS UNDER THE SETTLEMENT?

A. Participate in the Settlement

If you want to receive money from the settlement, you do not have to do anything. You will automatically be issued your Individual Settlement Share. If you wish to exclude yourself from the Settlement, you must submit a written request to the Settlement Administrator ("Request for Exclusion"). Unless you elect to exclude yourself from the Settlement by submitting a timely and valid Request for Exclusion, you will be bound by the terms of the settlement and any judgment that may be entered by the Court based thereon, and you will be deemed to have released the claims described in Section III.D above. You will not be separately responsible for the payment of attorney's fees or reimbursement of litigation expenses, unless you retain your own counsel, in which event you will be responsible for your own attorney's fees and litigation expenses.

B. Request Exclusion from the Settlement

If you do not wish to participate in the Settlement described in this Notice, you may seek exclusion from the Settlement by submitting a written request to the Settlement Administrator ("Request for Exclusion"). **A timely and complete Request for Exclusion must** (a) state the Class Member's full name, address, and telephone number; (b) state the case name and number of the Action (in this case, *Martinez, et al. v. The Stand, LLC, Los Angeles County Case No. 19STCV14979*); (c) clearly state that the Class Member wishes to be excluded from the Settlement; and (d) be postmarked or fax-stamped on or before the [Response Deadline].

A Class Member who does not request exclusion from the Settlement by submitting a timely and valid Request for Exclusion will be a Participating Class Member and will be bound by the Settlement if the Court grants final approval of the Settlement.

C. Object to the Settlement

You can object to the terms of the Settlement as long as you have not submitted a timely and valid Request for Exclusion.

If you want to object to the Settlement, you must submit a written objection to the Settlement Administrator (“Objection”). A complete and timely Notice of Objection must: (a) state the objector’s full name, address, and telephone number; (b) state the case name and number of the Action (in this case, *Martinez, et al. v. The Stand, LLC, Los Angeles County Case No. 19STCV14979*); (c) state the words “Notice of Objection” or “Formal Objection”; (d) describe, in clear and concise terms, the legal and factual arguments supporting the objection; (e) list identifying witness(es) the objector may call to testify at the Final Approval Hearing; (f) provide true and correct copies of any exhibit(s) the objector intends to offer at the Final Approval Hearing; (g) if the objector is represented by counsel, list such counsel’s name, telephone number, and mailing address; and (h) be postmarked or fax-stamped on or before the [Response Deadline]. If you submit an Objection, you can hire an attorney at your own expense to represent you in your objection, however, this is not necessary as the Court will hear your objection at the Final Approval Hearing whether or not you have hired an attorney. **Even if you submit an Objection, you will be bound by the terms of the Settlement, including the release of Released Claims as set forth below, if the Settlement is finally approved by the Court.**

V. FINAL APPROVAL HEARING

The Court will hold a Final Approval Hearing in Los Angeles County Superior Court, in Department SSC14 of the Spring Street Courthouse located at 321 North Spring Street, Los Angeles, California 90012, on [date], at [time], to determine whether the Settlement should be finally approved as fair, reasonable, and adequate. The Court also will be asked to rule on the request for Attorneys’ Fee Award, Attorney Costs Award, Enhancement Payments, and Administration Costs.

The hearing may be continued without further notice to Class Members. It is not necessary for you to appear at the Final Approval Hearing.

VI. ADDITIONAL INFORMATION

The above is a summary of the basic terms of the settlement. For the precise terms and conditions of the settlement, you should review the detailed Settlement Agreement and other papers which are on file with the Court. You may view the Settlement Agreement and documents filed in the Action by visiting the Office of the Clerk of the Los Angeles Superior Court at the Stanley Mosk Courthouse located at 111 North Hill Street, Los Angeles, California 90012 (“Office of the Clerk”) during regular business hours of each court day. The Office of the Clerk is also the address at which objections must be filed with the Court.

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

YOU MAY CALL THE SETTLEMENT ADMINISTRATOR AT THE FOLLOWING TOLL-FREE NUMBER IF YOU HAVE QUESTIONS: [INSERT].

YOU MAY ALSO CONTACT CLASS COUNSEL IF YOU HAVE ANY QUESTIONS.