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8 Attorneys for Plaintiff MIGUEL AVILA, individually  
9 and on behalf of others similarly situated

10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
11 **FOR THE COUNTY OF LOS ANGELES**

12 MIGUEL AVILA, individually and on behalf  
13 of other members of the general public  
14 similarly situated,

15 Plaintiff,

16 vs.

17 WEBER METALS, INC.; and DOES 1  
18 through 25, inclusive,

19 Defendants

Case No.: 24STCV04071

Honorable William F. Highberger  
Department SS-10

**~~PROPOSED~~ ORDER GRANTING  
PRELIMINARY APPROVAL OF CLASS  
ACTION SETTLEMENT**

Date: December 3, 2025  
Time: 2:00 p.m.  
Dept.: 10

Complaint Filed: February 16, 2024  
Trial Date: Not Set

**FILED**  
Superior Court of California  
County of Los Angeles  
12/03/2025  
David W. Slayton, Executive Officer / Clerk of Court  
By:           E. Muñoz           Deputy

1 **[PROPOSED] ORDER**

2 On December 3, 2025 at 2:00 p.m. in Department 10 of the above-captioned Court located at  
3 312 North Spring Street, Los Angeles, California 90012, Plaintiff Miguel Avila’s (“Plaintiff”) Motion  
4 for Preliminary Approval of Class Action Settlement, ~~came on for~~ <sup>was granted without need for</sup> hearing before the Honorable  
5 William F. Highberger. Blackstone Law, APC appeared on behalf of Plaintiff and Rutan & Tucker,  
6 LLP appeared on behalf of Defendant Weber Metals, Inc. (“Defendant”).

7 The Court, having carefully considered the papers, argument of counsel, and all matters  
8 presented to the Court, and good cause appearing, hereby **GRANTS** Plaintiff’s Motion for Preliminary  
9 Approval of Class Action Settlement.

10 **IT IS HEREBY ORDERED THAT:**

11 1. The Court preliminarily approves the Joint Stipulation of Class Action Settlement  
12 (“Settlement” or “Settlement Agreement”) attached as Exhibit 2 to the Declaration of Annabel  
13 Blanchard in Support of Plaintiff’s Motion for Preliminary Approval of Class Action Settlement. This  
14 is based on the Court’s determination that the Settlement falls within the range of possible approval  
15 as fair, adequate, and reasonable.

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

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

26 4. The Court preliminarily finds that the Settlement, including the allocations for the  
27 Attorneys’ Fees and Costs, Enhancement Payment, Settlement Administration Costs, and payments to  
28 the Settlement Class Members and provided for in the Settlement Agreement, appear to be within the  
range of reasonableness of a settlement that could ultimately be given final approval by this Court.

1 Indeed, the Court has reviewed the monetary recovery that is being granted as part of the Settlement  
2 and preliminarily finds that the monetary settlement awards made available to the Class Members are  
3 fair, adequate, and reasonable when balanced against the probable outcome of further litigation  
4 relating to certification, liability, and damages issues.

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

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

16                 All current and former hourly-paid, non-exempt employees who worked for  
17 Defendant in the State of California at any time during the Class Period.

18                 (The Class Period is defined as the period from February 16, 2020 through  
19 September 6, 2025)

20         7.         The Court provisionally appoints Jonathan M. Genish, Barbara DuVan-Clarke, P.J.  
21 Van Ert, Danielle GruppChang, and Annabel Blanchard of Blackstone Law, APC as counsel for the  
22 Class ("Class Counsel") for settlement purposes only.

23         8.         The Court provisionally appoints Plaintiff Miguel Avila as the representative of the  
24 Class ("Class Representative") for settlement purposes only.

25         9.         The Court provisionally appoints Apex Class Action, LLC to handle the administration  
26 of the Settlement ("Settlement Administrator").

27         10.         Within fourteen (14) calendar days after entry of this Order, Defendant will provide to  
28 the Settlement Administrator the Class List in conformity with the Settlement Agreement.

       11.         The Court approves, both as to form and content, the Notice of Class Action Settlement

1 (“Class Notice”) attached hereto as **Exhibit A**. The Class Notice shall be provided to Class Members  
2 in the manner set forth in the Settlement Agreement. The Court finds that the Class Notice appears to  
3 fully and accurately inform the Class Members of all material elements of the Settlement, of Class  
4 Members’ right to be excluded from the Settlement by submitting a Request for Exclusion, of Class  
5 Members’ right to dispute the Workweeks credited to each of them by submitting a Workweeks  
6 Dispute, and of each Settlement Class Member’s right and opportunity to object to the Class Settlement  
7 by submitting a Notice of Objection to the Settlement Administrator. The Court further finds that  
8 distribution of the Class Notice substantially in the manner and form set forth in the Settlement  
9 Agreement and this Order, and that all other dates set forth in the Settlement Agreement and this Order,  
10 meet the requirements of due process and shall constitute due and sufficient notice to all persons  
11 entitled thereto. The Court further orders the Settlement Administrator to mail the Class Notice in  
12 English and Spanish by First-Class U.S. Mail to all Class Members within fourteen (14) calendar days  
13 of receipt of the Class List, pursuant to the terms set forth in the Settlement Agreement.

14 12. The Court hereby preliminarily approves the proposed procedure, set forth in the  
15 Settlement Agreement, for seeking exclusion from the Class Settlement. Any Class Member may  
16 choose to be excluded from the Class Settlement by submitting a Request for Exclusion in conformity  
17 with the requirements set forth in the Class Notice, to the Settlement Administrator, postmarked on or  
18 before the date that is forty-five (45) calendar days from the initial mailing of the Class Notice by the  
19 Settlement Administrator to Class Members (“Response Deadline”), or, in the case of a re-mailed  
20 Class Notice, the Response Deadline shall be extended fifteen (15) calendar days from the original  
21 Response Deadline. Any such person who timely and validly chooses to opt out of, and be excluded  
22 from, the Settlement will not be entitled to any recovery under the Settlement and will not be bound  
23 by the Settlement or have any right to object, appeal, or comment thereon. Class Members who do  
24 not submit a timely and valid Request for Exclusion (i.e., Settlement Class Members) shall be bound  
25 by the Settlement Agreement and any final judgment based thereon.

26 13. A Final Approval Hearing shall be held before this Court on  
27 May 5, 2026 at 10:00 a.m./p.m. in Department 10 of the Los Angeles  
28 County Superior Court, located at 312 North Spring Street, Los Angeles, California 90012, to

1 determine all necessary matters concerning the Settlement, including: whether the proposed settlement  
2 of the action on the terms and conditions provided for in the Settlement is fair, adequate, and  
3 reasonable and should be finally approved by the Court; whether a judgment, as provided in the  
4 Settlement, should be entered herein; whether the plan of allocation contained in the Settlement should  
5 be approved as fair, adequate, and reasonable to the Class Members; and determine whether to approve  
6 the requests for the Attorneys' Fees and Costs, Enhancement Payment, and Settlement Administration  
7 Costs.

8 14. Class Counsel shall file a motion for final approval of the Settlement and for Attorneys'  
9 Fees and Costs, Enhancement Payment, and Settlement Administration Costs, along with the  
10 appropriate declarations and supporting evidence, including the Settlement Administrator's  
11 declaration, by \_\_\_\_\_, to be heard at the Final Approval Hearing.

12 15. To object to the Class Settlement, a Settlement Class Member must submit their Notice  
13 of Objection to the Settlement Administrator on or before the Response Deadline. The Notice of  
14 Objection must be signed and must contain the information that is required, as set forth in the Class  
15 Notice, including and not limited to the grounds for the objection. Settlement Class Members,  
16 individually or through counsel, may also present their objection orally at the Final Approval Hearing,  
17 regardless of whether they have submitted a Notice of Objection.

18 16. In the event the Settlement does not become effective in accordance with the terms of  
19 the Settlement Agreement, or the Settlement is not finally approved, or is terminated, canceled, or fails  
20 to become effective for any reason, this Order shall be rendered null and void, shall be vacated, and  
21 the parties shall revert back to their respective positions as of before entering into the Settlement  
22 Agreement. The fact that the Court certified the Class for settlement purposes shall not be admissible  
23 or have any bearing on the issue of whether any class should be certified in a non-settlement context.

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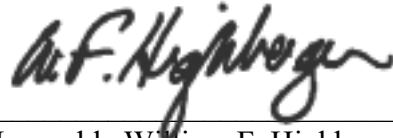
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1           17.     The Court reserves the right to adjourn or continue the date of the Final Approval  
2 Hearing and any dates provided for in the Settlement Agreement without further notice to the Class  
3 Members and retains jurisdiction to consider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

5           **IT IS SO ORDERED.**

6 Dated:           12/3/25  
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\_\_\_\_\_   
Honorable William F. Highberger  
Judge of the Superior Court

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## **EXHIBIT A**

## **NOTICE OF CLASS ACTION SETTLEMENT**

*Miguel Avila v. Weber Metals, Inc.*  
Superior Court of California for the County of Los Angeles, Case No. 24STCV04071

### **PLEASE READ THIS CLASS NOTICE CAREFULLY.**

**You have received this Class Notice because Defendant’s 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 Settlement, object to the Settlement, and/or dispute the number of Workweeks that you are credited with, if you so choose.**

**YOU ARE NOTIFIED THAT:** A class action settlement has been reached between Plaintiff Miguel Avila (“Plaintiff”) and Defendant Weber Metals, Inc. (“Defendant”) (Plaintiff and Defendant are collectively referred to as the “Parties”) in the case entitled *Miguel Avila v. Weber Metals, Inc.*, Los Angeles County Superior Court, Case No. 24STCV04071 (“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] at [hearing time] (“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, non-exempt employees who worked for Defendant in the State of California at any time during the Class Period.

“Class Period” means the period from February 16, 2020 through September 6, 2025.

### **II. BACKGROUND OF THE ACTION**

On February 16, 2024, Plaintiff commenced a putative class action lawsuit by filing a Class Action Complaint (“Operative Complaint”) in the Action.

Plaintiff contends that Defendant 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.* Plaintiff seeks, among other things, recovery of unpaid wages and meal and rest period premiums, unreimbursed business expenses, restitution, interest, and attorneys’ fees and costs.

Defendant denies 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 Settlement (“Settlement” or “Settlement Agreement”).

On [Date of Preliminary Approval], the Court entered an order preliminarily approving the Settlement. The Court has appointed Apex Class Actions as the administrator of the Settlement (“Settlement Administrator”), Plaintiff Miguel Avila as representative of the Class (“Class Representative”), and the following Plaintiff’s attorneys as counsel for the Class (“Class Counsel”):

Barbara DuVan-Clarke  
P.J. Van Ert  
Danielle GruppChang  
Annabel Blanchard  
**Blackstone Law, APC**  
8383 Wilshire Boulevard, Suite 745

If you are a Class Member, you need not take any action to receive an Individual Settlement Payment, but you have the opportunity to request exclusion from the Settlement (in which case you will not receive an Individual Settlement Payment), object to the Settlement, and/or dispute the Workweeks credited to you, if you so choose, as explained more fully in Sections III and 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 Plaintiff or Class Members. Plaintiff and Defendant, and their respective counsel, have concluded and agree that, in light of the risks and uncertainties to each side of continued litigation, to resolve the dispute.

### **III. SUMMARY OF THE PROPOSED SETTLEMENT**

#### **A. Settlement Formula**

The total gross settlement amount is One Million Nine Hundred Ninety-Five Thousand Dollars and Zero Cents (\$1,995,000.00) (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., \$698,250.00), and reimbursement of litigation costs and expenses to Class Counsel, in an amount not to exceed Twenty-Five Thousand Dollars and Zero Cents (\$25,000.00); (2) Enhancement Payment to Plaintiff in an amount not to exceed Seven Thousand Five Hundred Dollars and Zero Cents (\$7,500.00) for his services in the Action; and (3) Settlement Administration Costs in an amount not to exceed Twelve Thousand Dollars (\$12,000) to the Settlement Administrator.

Class Members are eligible to receive payment under the Settlement of their *pro rata* share of the Net Settlement Amount (“Individual Settlement Share”) based on the number of weeks each Class Member worked for Defendant as an hourly-paid and/or non-exempt employee in California during the Class Period (“Workweeks”). The Settlement Administrator has divided the Net Settlement Amount by the Workweeks of all Class Members to yield the “Estimated Workweek Value,” and multiplied each Class Member’s individual Workweeks by the Estimated Workweek Value to yield an estimated Individual Settlement Share that each Class Member may be entitled to receive under the Settlement (which is listed in Section III.C below). Class Members who do not submit a timely and valid Request for Exclusion (“Settlement Class Members”) will be issued their final Individual Settlement Payment.

Each Individual Settlement Share will be allocated as fifteen percent (15%) as wages, which will be reported on an IRS Form W-2, and eighty-five percent (85%) as interest and waiting-time penalties, liquidated damages, and all other non-wage damages, which will be reported on an IRS Form 1099 (if applicable). Each Individual Settlement 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 Settlement Shares resulting in a net payment to the Settlement Class Member (“Individual Settlement Payment”). The employer’s share of taxes and contributions in connection with the wages portion of Individual Settlement Shares will be paid by Defendant separately and in addition to the Gross Settlement Amount.

If the Court grants final approval of the Settlement, Individual Settlement Payments will be mailed to Settlement Class Members 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 Based on Defendant’s Records**

According to Defendant’s records:

- **From February 16, 2020 through September 6, 2025 (i.e., the Class Period), you are credited as having worked [REDACTED] Workweeks.**

If you wish to dispute the Workweeks credited to you, you must submit your dispute in writing to the Settlement

Administrator (“Workweeks Dispute”). The Workweeks Dispute must: (a) contain the case name and number of the Action (*Miguel Avila v. Weber Metals, Inc.*, Case No. 24STCV04071); (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 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**

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 Individual Settlement Share is estimated to be \$ [redacted]. The Individual Settlement Share is subject to reduction for the employee’s share of taxes and withholdings with respect to the wages portion of the Individual Settlement Share 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 Settlement Share reflected in this Class Notice is only an estimate. Your actual Individual Settlement Payment may be higher or lower.

**D. Release of Claims**

Upon the Effective Date and full funding of the Gross Settlement Amount, Plaintiff and all Settlement Class Members will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties of all Released Claims.

“Released Claims” means any and all claims against the Released Parties that arise from the facts, matters, transactions or occurrences alleged in the Action or that reasonably could have been alleged in the Action based on such facts, arising during the Class Period. Without limiting the foregoing, the Released Claims include claims for Defendant’s alleged failure to pay overtime and minimum wages, provide compliant meal periods and rest breaks and associated premium payments, timely pay wages during employment and upon termination, provide accurate wage statements, and reimburse necessary business-related expenses; violations of California Labor Code Sections 201, 202, 203, 204, 210, 218.5, 218.6, 221, 226, 226.7, 227.3, 245-248.6, 510, 512, 1174(d), 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 2800, and 2802, the applicable Industrial Welfare Commission Wage Order; violations of all related or corresponding federal laws, California Business and Professions Code sections 17200, *et seq.*, and recoverable interest and attorneys’ fees and costs.

“Released Parties” means Defendant and its current and former officers, directors, members, insurers, shareholders, subsidiaries, affiliates, predecessors, successors, and assigns.

**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., \$698,250.00) and reimbursement of litigation costs and expenses in an amount not to exceed Twenty-Five Thousand Dollars and Zero Cents (\$25,000.00) (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 Plaintiff 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 Payment to Plaintiff**

Plaintiff will seek the amount of Seven Thousand Five Hundred Dollars and Zero Cents (\$7,500.00) (“Enhancement Payment”), in recognition of his services in connection with the Action. The Enhancement Payment will be paid from the Gross Settlement Amount, subject to approval by the Court, and if awarded, it will be paid to Plaintiff in addition to his Individual Settlement Payment that he is entitled to under the Settlement.

### **G. Settlement Administration Costs to Settlement Administrator**

Payment to the Settlement Administrator is estimated not to exceed Twelve Thousand Dollars (\$12,000) (“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, Notices of Objection, and Workweeks Disputes, calculating Individual Settlement Shares and Individual Settlement 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 Settlement and receive money from the Settlement, you do not have to do anything.** You will automatically be included in the Settlement and issued your Individual Settlement Payment unless you decide to exclude yourself from the Settlement.

Unless you elect to exclude yourself from the Settlement and if the Court grants final approval of the Settlement, 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 release the Released Claims against the Released Parties as described in Section III.D above.

As a Class Member, 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 Settlement**

Class Members may request to be excluded from the 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 (*Miguel Avila v. Weber Metals, Inc.*, Case No. 24STCV04071); (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 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 Settlement Payment, will not be bound by the Settlement (and the release of Released Claims described in Section III.D above), and will not have any right to object to, appeal, or comment on the Settlement. Class Members who do not submit a timely and valid Request for Exclusion will be deemed Settlement Class Members and will be bound by all terms of the 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.

### **C. Object to the Settlement**

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

The Notice of Objection must: (a) contain the case name and number of the Action (*Miguel Avila v. Weber Metals, Inc.*, Case No. 24STCV04071); (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 a Notice of Objection.

**V. FINAL APPROVAL HEARING**

The Court will hold a Final Approval Hearing in Department 10 of the Los Angeles County Superior Court, located at 312 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 approve and grant the Attorneys' Fees and Costs to Class Counsel, Enhancement Payment to Plaintiff, and Settlement Administration Costs to the Settlement Administrator.

The Final Approval Hearing may be continued without further notice to the Class Members. 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 logging on to <https://www.lacourt.org/> and clicking on the civil case access link, then entering case number 24STCV04071

You may also visit the Settlement Administrator's website at [redacted] 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.**