

Exhibit E

UNITED STATES DISTRICT COURT
FOR THE CENTRAL DISTRICT OF CALIFORNIA

If you purchased or leased certain 2016-2017 Kia Optima or 2017 Kia Sportage vehicles, you may be entitled to benefits from a class action settlement.

A federal court authorized this Notice. This is not a solicitation from a lawyer.
Para una notificación en español, visite www.KiaWindowRegulatorSettlement.com

Your rights are affected whether you act or don't act. Read this notice carefully

- The purpose of this Notice is to inform you of a proposed settlement in a class action lawsuit known as *Le Beau, et al. v. Kia America, Inc., et al.*, Case No. 22-cv-01545-FWS-JDE (C.D. Cal). You are receiving this Notice because Kia America, Inc. ("Kia") records indicate that you may be entitled to claim certain financial benefits offered by this Settlement.
- The Settlement offers several benefits as detailed below. Please review the answer to Question 8 below closely. Settlement details, including the Class Action Settlement Agreement and Release ("Settlement Agreement"), can be found at www.KiaWindowRegulatorSettlement.com.
- You are a Settlement Class Member if you own or lease a Class Vehicle or previously owned or leased a Class Vehicle. Class Vehicles include certain 2016-2017 Kia Optima and all 2017 Kia Sportage vehicles.
- ***Please read this Notice carefully.*** Your legal rights are affected whether or not you act. Your rights and options and the deadlines to exercise them are explained in this Notice. The deadlines may be moved, canceled, or otherwise modified, so please check www.KiaWindowRegulatorSettlement.com regularly for updates and further details.
- The Court in charge of this case still has to decide whether to approve the Settlement. Payments will be made if the Court approves the Settlement and after any appeals are resolved. Please be patient.

PLEASE DO NOT CALL OR WRITE TO THE COURT OR THE COURT CLERK ABOUT THE SETTLEMENT OR THE LITIGATION PROCESS.

Instead, please visit www.KiaWindowRegulatorSettlement.com or call toll-free at 1- .

YOUR LEGAL RIGHTS AND OPTIONS		
SUBMIT A CLAIM FORM	<p>The only way to get the benefits available under the Settlement is by submitting a claim form. By submitting a claim form, you will:</p> <ul style="list-style-type: none"> • Be bound by the Settlement terms. • Give up your right to sue Kia separately for the claims in this case. 	<p>Claims must be submitted or postmarked no later than _____ (90 days after the Class Notice).</p>
EXCLUDE YOURSELF (“OPT OUT”)	<p>Get no benefits available under the Settlement. This is the only option that allows you to keep your right to sue or continue to sue Kia separately for the same legal claims in this case.</p>	<p>Postmark no later than _____ (60 days after Class Notice)</p>
OBJECT	<p>To object to the Settlement, you must remain a member of the class—you cannot ask to be excluded. You will remain in the Settlement Class and be bound by the Settlement Agreement if the Settlement is approved by the Court. You may object to the Settlement by writing to the Court and indicating why you do not like the Settlement.</p>	<p>File electronically or Postmark no later than _____ (60 days after Class Notice)</p>
ATTEND THE FINAL APPROVAL HEARING	<p>Ask to speak to the Court about the fairness of the Settlement.</p>	<p>File Notice of Intention to Appear by _____.</p>
DO NOTHING	<p>Receive no payment.</p> <p>Give up your right to sue or continue to sue Kia separately for the same legal claims in this case.</p>	

- These rights and options—and the deadlines to exercise them—are explained in this Notice.
- The Court in charge of this case must still decide whether to approve the Settlement. Payments will be made if the Court approves the Settlement and after appeals are resolved. The Court approval process may take some time, so please be patient.

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BACKGROUND INFORMATION

1. Why am I getting this Notice?

According to Kia’s records, you bought or leased a Class Vehicle in the United States.

The Court has ordered this Notice be sent to you because you have a right to know about a proposed Settlement of a class action lawsuit and about your options, before the Court decides whether to approve the Settlement. If the Court approves the Settlement and after objections and appeals are resolved, Kia will provide payments agreed to in the Settlement.

This Notice explains the lawsuit, the Settlement, your legal rights, what benefits are available, who is eligible for them, and how to get them.

You should read this entire notice.

2. What is this lawsuit about?

The people who filed this lawsuit are called Plaintiffs, and the company they sued, Kia America, Inc. (“Kia”), is called the Defendant. The Plaintiffs allege that Class Vehicles suffer from a defect that can cause the automatic window regulators with drums/gears to separate or break, resulting in an inoperative window regulator and the malfunction of the power window system. Kia denies these claims.

3. What vehicles are included in the Settlement?

The Settlement includes certain 2016-2017 model year Kia Optima and all 2017 Kia Sportage vehicles, as identified by a defined vehicle identification number (VIN) list (“Class Vehicles”).

4. Why is this a class action and who is involved?

In a class action lawsuit, one or more persons called the “Class Representatives” (in this case David Griesemer, Laura Ann Harris, Juliann Maguire, and JL Joshua Smith) sue on behalf of themselves and other people who have similar claims. All of the people together are called a “Class” or “Class Members.” One court resolves the issues for everyone in the Class, except for those who exclude themselves from the Class. The court in charge of this case is the United States District Court for the Central District of California, and the case is known as *Le Beau, et al. v. Kia America, Inc., et al.*, No. 22-cv-01545-FWS-JDE. District Judge Fred W. Slaughter is presiding over this class action.

5. Why is there a Settlement?

The Class Representatives and Defendant agreed to this Settlement to avoid the cost and risk of further litigation, including a potential trial, and so that the Class Members can get payments in exchange for releasing Kia from liability. The Settlement does not mean that Kia broke any laws or did anything wrong, and the Court did not decide which side was right.

This Settlement has been preliminarily approved by the Court, which authorized the issuance of this Notice. The Class Representatives and the lawyers representing them (called “Class Counsel”) believe that the Settlement is in the best interests of all Class Members and is fair, reasonable, and adequate.

This Notice summarizes the essential terms of the Settlement. The Settlement Agreement along with all exhibits and addenda sets forth in greater detail the rights and obligations of the parties and are available at www.KiaWindowRegulatorSettlement.com. If there is any conflict between this Notice and the Settlement Agreement, the Settlement Agreement governs.

WHO IS IN THE CLASS

6. How do I know if I am part of the Settlement?

Judge Slaughter decided that for the purposes of this proposed settlement, everyone who fits this description is covered by the Settlement: All residents of the United States and the District of Columbia (excluding U.S. territories), who (1) presently own or lease a Class Vehicle or (2) who previously owned or leased a Class Vehicle.

The Class also excludes (1) Kia America, Inc. (formerly Kia Motors America, Inc.), its subsidiaries and affiliates, officers, and directors; (2) insurers of the Class Vehicles; (3) all persons or entities claiming to be subrogated to the rights of Class Members; (4) issuers or providers of extended vehicle warranties or providers of extended service contracts; (5) individuals and/or entities who validly and timely opt-out of the Settlement; (6) consumers or businesses that have purchased Class Vehicles deemed a total loss (i.e. salvage) (subject to verification through Carfax or other means); (7) current and former owners of a Class Vehicle that previously have released their claims against Kia America, Inc. (formerly Kia Motors America, Inc.) with respect to the issues raised in the Litigation; (8) individuals or entities that have purchased and/or leased Class Vehicles as “fleet” vehicles (i.e., rentals or company vehicles); (9) any judge to whom this matter is or may be assigned, and his or her immediate family (spouse, domestic partner, or children); and (10) dealerships (i.e. any authorized, unauthorized, or third-party seller of new or used Kia vehicles) that owned the cars during the time it needed a Window Regulator Repair.

7. I am still not sure if I am included.

If you are still not sure whether you are a member of the Class, you can get help at www.KiaWindowRegulatorSettlement.com, by calling (###) _____, or by calling Class Counsel at the phone numbers below. Whether you visit the website or call the toll-free number, you will need to have your Vehicle Identification Number (“VIN”) ready. The VIN is located on a small placard on the top of the dashboard and is visible through the driver’s side corner of the windshield. It also appears on your vehicle registration card and probably appears on your vehicle insurance card. Your VIN should have 17 characters, a combination of both letters and numbers. **Please do not call the Court.**

SETTLEMENT BENEFITS

8. What benefits does the Settlement provide?

The Settlement benefits are outlined generally below, and more information can be found on the Settlement Website.

Under the Settlement, Kia will provide, on a claims-made basis, reimbursement for “Out-of-Pocket Cost(s),” which are defined as amounts actually paid by a Class Member for parts and labor for a Window Regulator Repair at an authorized Kia dealership or at a reputable third-party repair facility whose legitimacy may be verified, at the discretion of the Claims Administrator, by resort to local government business license, tax certificate, permit, or other records. A “Window Regulator Repair” is a repair of a power window regulator in a Class Vehicle at a Kia dealership or third-party repair facility to address a contention that one or more of the power windows on a Class Vehicle do not roll up or down. For a listing of the part numbers involved in a Window Regulator Repair, please see the Settlement Agreement on the settlement website, www.KiaWindowRegulatorSettlement.com.

Reimbursement for Out-of-Pocket Costs will be made consistent with a tiered limitation as agreed to in the Settlement Agreement to any Class Member who submits a Claim and establishes that such Class Member paid out of pocket for an eligible repair (i.e., replacement of one or more of the window regulators in a Class Vehicle, up to a maximum of 4x per VIN). The amount of the Reimbursement is based on a tiered system by mileage, and a total dollar cap, as follows:

Mileage at time of Out of Warranty Failure	Percentage (%) of Reimbursement	Dollar Cap (\$) on Reimbursement
Under 35,000 miles	100% of amount paid	\$400 (100% of \$400)
35,001-55,000 miles	80% of amount paid	\$320 (80% of \$400)
55,001-75,000 miles	60% of amount paid	\$240 (60% of \$400)
75,001-125,000 miles	45% of amount paid	\$180 (45% of \$400)
125,001 miles+	40% of amount paid	\$160 (40% of \$400)

Alternatively, in lieu of a claim for reimbursement of an Out-of-Pocket Cost, *for current Class Vehicle owners only*, Class Members may make a Claim to receive a Dealer Service Card valued at \$40 as an alternative to submitting a reimbursement claim for Out-of-Pocket Costs for Window Regulator Repair(s). Both a Claim for Out-of-Pocket Costs or a Dealer Service Card must be submitted with Required Documentation. Please see the Claim Form for Required Documentation for each claim.

9. What am I giving up to get a payment or stay in the Settlement?

Unless you exclude yourself from the Settlement, you will be treated as part of the Settlement Class which means you cannot sue, continue to sue, or be part of any other lawsuit against Kia, or other related entities or individuals (listed in the Settlement Agreement) about the claims released in this Settlement. It also means that all the Court's decisions will bind you. The Released Claims and Released Parties are defined in the Settlement Agreement and describe the legal claims that you give up if you stay in the Settlement Class. The Settlement Agreement is available at www.KiaWindowRegulatorSettlement.com.

However, nothing in this Settlement will prohibit you from pursuing claims for: (i) death; (ii) personal injury; (iii) damage to property other than to a Class Vehicle; (iv) subrogation; or (v) any and all claims that relate to something other than a Class Vehicle and the alleged defect here.

You can talk to one of the lawyers listed in Question 15 below for free or you can, of course, talk to your own lawyer at your own expense if you have questions about the released claims or what they mean.

HOW TO GET PAYMENT—SUBMITTING A CLAIM FORM

10. How can I get a payment?

To receive a Reimbursement or Dealer Service Card, Class Members must complete and submit a timely Claim Form signed under penalty of perjury and submit additional documentation as set forth on the Claim Form (*i.e.*, Required Documentation). The Claim Form can be obtained or submitted online at www.KiaWindowRegulatorSettlement.com or by writing or emailing the Claims Administrator at the contact information listed below. All Claim Forms and applicable proof must be submitted to the Claims Administrator electronically or postmarked no later than [INSERT DATE] 90 days after the date of this Class Notice ("Claims Deadline"). If you choose to submit your Claim Form and documents by mail, please send to:

Claims Administrator Name
Attn: Kia Window Regulator Settlement
[ADDRESS]
Via Web: WEBSITE

Please keep a copy of your completed Claim Form and all documentation you submit for your own records.

If you do not submit a valid Claim Form by **the Claims Deadline**, you may not receive payment, but you will be bound by the Court's judgment. Sending a Claim Form late will be the same as doing nothing.

11. When will I get my payment?

In general, valid claims will be paid as they are approved after the Effective Date. The Effective Date for the Settlement will be the date following the entry of the Final Judgment and Order with respect to the class benefits provided under the Settlement Agreement, if there are no objectors to the Settlement. If, however, there are any objections to the Settlement, the Effective Date of Class Settlement shall be the date on which the time for any appeal expires, or the date on which all appeals from the Final Judgment and Order are finally decided or terminated, whichever date is later. It is always uncertain whether these appeals can be resolved and resolving them can take time. Please be patient. When the date becomes known it will be posted at www.KiaWindowRegulatorSettlement.com

What if my claim is found to be deficient?

If a claim is found to be deficient and is rejected during the review process by the Claims Administrator, the Settlement Class Member will be notified of the deficiency. The Settlement Class Member will then have an opportunity to remedy the deficiency within 30 days of the notice.

EXCLUDING YOURSELF FROM THE SETTLEMENT

12. How do I get out of the Settlement?

To exclude yourself from the Settlement, you must submit a valid written request saying that you want to be excluded from the Settlement. Your request must include the following:

- Your full name and current address;
- Identify the model year, Vehicle Identification Number (VIN), and the approximate date(s) of purchase or lease;
- Clearly state that you wish to be excluded from the Settlement and the Class; and
- Provide a signature. An attorney's signature is not sufficient.

Please also identify the model of your Class Vehicle and the case name and number (*Le Beau, et al. v. Kia America, Inc., et al.*, Case No. 22-cv-01545-FWS-JDE).

You cannot ask to be excluded from the Settlement over the phone. You **must** mail or deliver your letter with your exclusion request postmarked no later than [REDACTED] to:

Attn: Kia Window Regulator Settlement

[ADDRESS]

[ADDRESS]

If you ask to be excluded, you will not get any Settlement payment, and you cannot object to the Settlement. You will not be legally bound by anything that happens in this lawsuit, and you will keep your right to sue (or continue to sue) Kia about the claims in this case. The deadlines found in this Notice may be changed by the Court. Please check www.KiaWindowRegulatorSettlement.com regularly for updates regarding the Settlement.

IF YOU DO NOT EXCLUDE YOURSELF BY [REDACTED], YOU WILL REMAIN PART OF THE SETTLEMENT CLASS AND BE LEGALLY BOUND BY THE ORDERS OF THE COURT IN THIS

LAWSUIT.

13. If I don't exclude myself, can I sue the Defendant for the same thing later?

No. Unless you exclude yourself (opting out), you give up any right to sue Kia for the claims that this Settlement resolves. If you do not exclude yourself and the Settlement is finally approved, you will be permanently enjoined and barred from initiating or continuing any lawsuit or other proceeding against Kia about the issues in the lawsuit.

If you have a pending lawsuit against Kia, speak to your lawyer in that lawsuit immediately. You must exclude yourself from *this* Settlement Class to continue your own lawsuit **if** it concerns the same legal issues related to the Class Vehicles and the alleged defect in this case.

If you properly exclude yourself from the Settlement, you will not be bound by any orders or judgments relating to the Settlement. You will retain your right to separately assert any claims you may have against Kia. Any separate litigation you choose to bring may be subject to a statute of limitations, or other time-sensitive requirements.

14. If I exclude myself, can I still get the Settlement Benefits?

No. If you exclude yourself, you will not get the Settlement benefits and you will not be bound by anything that happens in this lawsuit. If you ask to be excluded, you cannot object to the Settlement or submit a Claim Form asking for a Reimbursement or Dealer Service Card.

Only request exclusion if you do NOT wish to participate in this Settlement, you do NOT wish to be bound any judgment in this case, and do NOT wish to share in any benefits provided by the Settlement.

THE ATTORNEYS REPRESENTING YOU

15. Do I have lawyers in this case?

Yes. The Court appointed two law firms to represent you and other Settlement Class Members as Class Counsel. Their contact information is as follows:

CLASS COUNSEL	
Ben Barnow Anthony L. Parkhill Barnow and Associates, P.C. 205 W. Randolph St., Suite 1630 Chicago, IL 60606 (312) 621-2000 b.barnow@barnowlaw.com aparkhill@barnowlaw.com	Andrew W. Ferich Sarper Unal Ahdoot & Wolfson, PC 201 King of Prussia Road, Suite 650 Radnor, PA 19087 (310) 474-9111 aferich@ahdootwolfson.com sunal@ahdootwolfson.com

You will not be charged for these lawyers. If you want to be represented by your own lawyer, you may hire one at your own expense.

Defendant has its own attorneys. The attorneys representing Defendant are:

DEFENDANT'S COUNSEL

Eric Kizirian
Zourik Zarifian
LEWIS BRISBOIS BISGAARD & SMITH, LLP
633 W. 5th Street
Suite 4000
Los Angeles, California 90071
Telephone: (213) 250-1800
Eric.Kizirian@LewisBrisbois.com
Zourik.Zarifian@LewisBrisbois.com

16. How will these lawyers get paid?

Class Counsel will apply to the Court for an order awarding: (1) Class Counsels' Fees, Costs, and Expenses in an amount not to exceed \$1,244,000.00; and (2) Service Awards to the Class Representatives in the amount of \$1,500.00 each, for their time and effort spent representing the Class Members in this lawsuit.

The Court must approve the request for Class Counsels' Fees, Costs and Expenses and the request for Class Representative Service Awards. The Court may award amounts different than what Class Counsel seek. Class Counsel will file the motion for Class Counsels' Fees, Costs and Expenses and the request for Class Representative Service Awards with the Court, which will then be posted on the Settlement Website. Please check **WEBSITE** for updates.

17. Should I get my own lawyer?

If you stay in the Settlement Class, you do not need to hire your own lawyer to pursue the claims against Kia because Class Counsel is working on behalf of the Settlement Class. However, if you want to be represented by your own lawyer, you may hire one at your own expense and cost.

OBJECTING TO THE SETTLEMENT**18. How do I tell the Court if I do not like the Settlement?**

If you are a Settlement Class Member, and you do not exclude yourself from the Settlement, you may object to the fairness, reasonableness, or adequacy of the proposed Settlement, the requested award of Attorneys' Fees and Costs, and/or the requested Class Representative Service Awards.

For an objection to be considered by the Court, the objection must: (1) either be filed electronically with the Court or be sent by mail to the Clerk of the Court and (2) sent to both Defendant's Counsel and Class Counsel. This must be done not later than [REDACTED]. If you want to mail your objection to the Court, you must send your objection to all of the addresses below. If you file your objection electronically, you must only send it to Defendant's Counsel and Class Counsel.

CLERK OF THE COURT	DEFENDANT’S COUNSEL	CLASS COUNSEL
Office of the Clerk United States District Court Central District of California 411 West 4th Street, Room 1053 Santa Ana, CA 92701-4516	Lewis Brisbois Bisgaard & Smith LLP Attn: Eric Y. Kizirian, Esq. <i>Le Beau et al. v. Kia Motor America</i> 633 W. 5th Street, Suite 4000 Los Angeles, California 90071	Barnow and Associates, P.C. Attn: Ben Barnow <i>Le Beau et al. v. Kia Motor America</i> 205 W. Randolph St., Suite 1630 Chicago, IL 60606 Ahdoot & Wolfson, PC Attn: Andrew W. Ferich <i>Le Beau et al. v. Kia America, Inc.</i> 201 King of Prussia Road, Suite 650 Radnor, PA 19087

To be valid, your objection must include the following:

- (a) the case name and number of the Action;
- (b) the objector’s full name, current address, and telephone number;
- (c) the model year and VIN(s) of your Class Vehicle(s);
- (d) a statement of the objection(s) including all factual and legal grounds for the position;
- (e) copies of any documents that the objector wishes to submit in support of his/her position;
- (f) a list of any other objections submitted by you and/or your counsel to any class action settlements submitted in any court in the United States in the previous five years or, if none, a statement that you and/or your counsel have made no such objections; and
- (g) your signature, in addition to the signature of any attorney representing the objecting Class Member in connection with the objection, and the date of the objection.

If you fail to comply with the above requirements for stating a valid objection, you will waive any rights you may have to appear separately and object to the Settlement, and will be bound by the terms of this Settlement, the Release, and the Court’s judgment.

19. What is the difference between objecting to and opting out (excluding) from the Settlement?

Objecting is simply telling the Court that you do not like something about the Settlement. You can object to the Settlement only if you do not exclude yourself from the Settlement. Excluding yourself from the Settlement is telling the Court that you don’t want to be part of the Settlement. If you exclude yourself from the Settlement, you have no basis to object to the Settlement because it no longer affects you. If you object to the Settlement, you are bound by the release in the Settlement. If you exclude yourself (opt out), you keep your rights and are not bound by the release in the Settlement.

THE FINAL APPROVAL HEARING

20. When and where will the Court decide whether to approve the Settlement?

The Court will hold a Final Approval Hearing on [redacted], at the United States District Court, Central District of California, [redacted]. At the hearing, the Court will consider whether to give final approval to the Settlement, grant Class Counsels’ Fees, Costs, and Expenses, and grant Class Representative Service Awards. If there are objections, the Court will consider them at this time. After the hearing, the Court

will decide whether to approve the Settlement. We do not know how long these decisions will take, so please be patient. The date of the Final Approval Hearing may change without further notice, so please check **WEBSITE** for updates.

21. Do I have to come to the Final Approval Hearing?

No. You do not need to attend the hearing. Class Counsel will present the case for the Plaintiffs, and lawyers for Kia will present on its behalf. You or your own lawyer are welcome to attend at your own expense, but it is not necessary. If you submit an objection, you don't have to come to Court to talk about it. As long as you filed and served your written objection on time to the proper addresses, the Court will consider it.

22. May I speak at the hearing?

Yes. You may ask the Court for permission to speak at the Final Approval Hearing. To do so, you must send a letter saying that it is your "Notice of Intention to Appear in *Le Beau, et al. v. Kia America, Inc., et al.*, Case No. 22-cv-01545-FWS-JDE (C.D. Cal)." Your request must include your name, address, and telephone number, the model year and VIN for your Class Vehicle, and signature, as well as the name, address, and telephone number of the person that will appear on your behalf, as well as copies of any papers, exhibits, or other evidence that you or your counsel will present to the Court in connection with the Final Approval Hearing. Your Notice of Intention to Appear must be filed with the Clerk of the Court and served upon Class Counsel and Defendant's Counsel at the addresses in Question 15 on or before [REDACTED].

IF YOU DO NOTHING

23. What happens if I do nothing?

If you do nothing, you will not get a Reimbursement or Dealer Service Card from the Settlement. Unless you exclude yourself, you won't be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against Kia about the legal issues in this case, ever again. You will also be legally bound by the Settlement.

GETTING MORE INFORMATION

24. How do I get more information?

This Notice summarizes the Settlement, the Settlement Class and the nature of the litigation. For more information, you may contact Class Counsel or the Claims Administrator using the contact information below. You may also visit the Settlement website at **WEBSITE** or access the Court's docket in this case, for a fee, through the Court's Public Access to Court Electronic Records (PACER) system at <https://ecf.mdd.uscourts.gov/>; or by visiting the office of the Clerk of the Court for the United States District Court for the Central District of California, [REDACTED], between 9:00 a.m. and 4:00 p.m., Monday through Friday, excluding Court holidays.

PLEASE DO NOT CALL OR WRITE TO THE COURT OR THE COURT CLERK ABOUT THE SETTLEMENT OR THE LITIGATION PROCESS. Instead, please visit **WEBSITE or call 1-[REDACTED].**