

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN JOSE DIVISION

DANETTE M. MOORE, LATRESA MYERS,)
ALANNA HARRISON and ALISA VALDEZ,)
individually and on behalf of others similarly)
situated,)
)
Plaintiffs,)
)
v.)
)
PETSMART, INC.,)
)
Defendant.)

Case No. 5:12-CV-03577-EJD
**ORDER GRANTING PRELIMINARY
CERTIFICATION OF SETTLEMENT
CLASS; PRELIMINARY APPROVAL
OF CLASS ACTION SETTLEMENT;
APPROVAL OF CLASS NOTICE AND
PLAN; APPOINTMENT OF CLASS
COUNSEL AND CLASS
REPRESENTATIVES; AND SETTING
A FINAL APPROVAL HEARING**
[Re: Docket Item No. 40]

In this putative class action case filed against Defendant PetSmart, Inc. (“Defendant” or “PetSmart”), presently before the Court is Plaintiffs Danette Moore, Latresa Myers, Alanna Harrison, and Alisa Valdez’s (collectively “Plaintiffs”) Motion for Preliminary Approval of Class and Class Action Settlement. See Docket Item No. 40. The motion is unopposed and will be GRANTED for the reasons set forth below.

I. BACKGROUND

Defendant is a national retail company providing pet supplies and services. The named Plaintiffs are former and current employees of Defendant who were and are employed as pet groomers. This case involves Plaintiffs’ wage and hour claims on behalf of approximately 16,400

1 current and former employees who are eligible to participate in the settlement and are or were
2 employed by Defendant in California between May 23, 2008 and the present. Plaintiffs initiated
3 this class action on May 23, 2012 in the Superior Court of California. See Docket Item No. 1-2.
4 Defendant removed the case to this Court on July 9, 2012. See Docket Item No. 1.

5 Plaintiffs bring the present action for: unpaid compensation, failure to reimburse reasonably
6 incurred work-related expenses, meal and rest period violations, failure to properly calculate
7 vacation pay, failure to timely and properly pay wages due upon termination, failure to provide
8 suitable seats, statutory penalties, interest and attorney's fees and costs, and specific enforcement
9 of penalties and restitution of all benefits enjoyed by Defendant for the previous violations.

10 Plaintiffs allege the following causes of action against Defendant: (1) Failure to Provide
11 Reasonable Accommodation Due to Disability (Cal. Gov't Code § 12940); (2) Failure to Provide
12 Reasonable Accommodation Due to Pregnancy (Cal. Gov't Code § 12945); (3) Failure to Engage
13 in Interactive Process (Cal. Gov't Code § 12940(n)); (4) Wrongful Termination in Violation of
14 Public Policy; (5) Failure to Pay Minimum Wages on behalf of the Groomer Class (Lab. Code §
15 1194 and IWC Wage Order 7-2001 § 4); (6) Failure to Pay Agreed Upon Wages for All Hours
16 Worked on behalf of the Groomer Class (Lab. Code § 223 and IWC Wage Order 7-2001 § 4); (7)
17 Failure to Provide Meal Periods on behalf of the Meal Period Class (Lab. Code §§ 226.7, 512, and
18 IWC Wage Order 7-2001 § 11); (8) Failure to Provide Rest Periods on behalf of the Meal Period
19 Class (Lab. Code §§ 226.7, 512, and IWC Wage Order 7-2001 § 12); (9) Failure to Provide Rest
20 Periods on behalf of the Rest Period Class (Lab. Code §§ 226.7, 512, and IWC Wage Order 7-2001
21 § 12); (10) Failure to Reimburse Business-Related Expenses and Provide Tools on behalf of the
22 Tool Class (Lab. Code § 2802 and IWC Wage Order 7-2001 § 9(B)); (11) Failure to Pay Wages
23 Due Upon Termination (Lab. Code §§ 201, 202, 203); (12) Failure to Provide Accurate Itemized
24 Wage Statements (Lab. Code § 226); (13) Violation of Business & Professions Code §§ 17200 et
25 seq.; (14) PAGA Claim for Failure to Provide Suitable Seats (Lab. Code §§ 1198, 2698 et seq. and
26

1 IWC Wage order 7-2001 § 14); and (15) PAGA Claim for Civil Penalties (Lab. Code § 2698 et
2 seq.).

3 The parties reached a settlement after mediation with an experienced mediator. Dkt. No. 40
4 at 6. On January 31, 2014, Plaintiffs filed the present motion for provisional certification of
5 settlement class, preliminary approval of class action settlement, approval of class notice and
6 notice plan, appointment of class counsel and class representatives, and setting a final approval
7 hearing. Dkt. No. 40. Objection was filed by Cassandra Pace. See Docket Item No. 44. The
8 hearing was held on March 7, 2014. See Docket Item No. 58. The Court ordered the parties to
9 submit supplemental briefings, which were filed on March 28, 2014. See Docket Item Nos. 66, 68.

10 **II. LEGAL STANDARD**

11 **A. Class Certification**

12 A party seeking class certification must provide facts sufficient to satisfy the requirements
13 of Federal Rule of Civil Procedure 23. Doninger v. Pac. Nw. Bell, Inc., 564 F.2d 1304, 1308-09
14 (9th Cir. 1977). Under Rule 23(a), a class may only be certified if (1) the class is so numerous that
15 joinder of all members is impracticable; (2) there are questions of law or fact common to the class;
16 (3) the claims or defenses of the representative parties are typical of the claims or defenses of the
17 class; and (4) the representative parties will fairly and adequately protect the interests of the class.
18 Fed. R. Civ. P. 23(a).

19 In addition, the party seeking certification must show that the action falls within one of the
20 three subsections of Rule 23(b). In this case, Plaintiff seeks certification pursuant to 23(b)(3),
21 which permits certification of cases where “the court finds that the questions of law or fact
22 common to class members predominate over any questions affecting only individual members, and
23 that a class action is superior to other available methods for fairly and efficiently adjudicating the
24 controversy.” Fed. R. Civ. P. 23(b)(3). Plaintiffs bear the burden of demonstrating that they have
25 met the requirements of Rule 23(a) as well as the predominance and superiority requirements of
26

1 Rule 23(b)(3). See Zinser v. Accufix Research Inst., Inc., 253 F.3d 1180, 1186 (9th Cir. 2001),
2 amended by 273 F.3d 1266 (9th Cir. 2001).

3 A trial court has broad discretion in making the decision to grant or deny a motion for class
4 certification. Bateman v. Am. Multi-Cinema, Inc., 623 F.3d 708, 712 (9th Cir. 2010). A party
5 seeking class certification must affirmatively demonstrate compliance with Rule 23 and prove that
6 the requirements of Rule 23 are met. Wal-Mart Stores, Inc. v. Dukes, 131 S. Ct. 2541, 2550-51
7 (2011). This requires a court to conduct a “rigorous analysis” that frequently “will entail some
8 overlap with the merits of the plaintiff’s underlying claim.” Id.

9 **B. Preliminary Approval**

10 Preliminary approval of a class action settlement requires the Court to consider whether
11 “(1) the negotiations occurred at arm’s length; (2) there was sufficient discovery; (3) the
12 proponents of the settlement are experienced in similar litigation; and (4) only a small fraction of
13 the class objected.” In re Linerboard Antitrust Litig., 296 F. Supp. 2d 568 (E.D. Pa. 2003).

14 A class action may not be settled without court approval. Fed. R. Civ. P. 23(e). When the
15 parties reach a settlement agreement prior to class certification, “courts must peruse the proposed
16 compromise to ratify both the propriety of the certification and the fairness of the settlement.”
17 Staton v. Boeing Co., 327 F.3d 938, 952 (9th Cir. 2003). Settlements reached prior to formal class
18 certification must “withstand an even higher level of scrutiny for evidence of collusion or other
19 conflicts of interest than is ordinarily required under Rule 23(e) before securing the court’s
20 approval as fair” as “there is an even greater potential for a breach of fiduciary duty owed the
21 class.” Radcliffe v. Experian Info. Solutions, 715 F.3d 1157, 1168 (9th Cir. 2013). The court must
22 decide whether the settlement is fundamentally fair, adequate, and reasonable. Hanlon v. Chrysler
23 Corp., 150 F.3d 1011, 1026 (9th Cir. 1998).

24 **III. DISCUSSION**

25 **A. Class Certification**

26 The proposed settlement class is defined as:

1 All individuals who are or were employed by PetSmart as a Pet Stylist, Groomer, Grooming
2 Trainee, and/or Salon Manager in California at any time during the period from May 23,
3 2008 to the present (“Pet Stylist Settlement Class”);

4 All individuals who are or were employed by PetSmart as an hourly paid, non-exempt
5 employee in California at any time during the period May 23, 2008 to the present in a
6 position other than Pet Stylist, Groomer, Grooming Trainee, or Salon Manager (“Non-
7 Exempt Employee Settlement Class”).

8 The Settlement Class includes a Settlement Sub-Class defined as follows:

9 All individuals who are members of the Non-Exempt Employee Settlement Class or the Pet
10 Stylist Settlement Class who separated from their employment with PetSmart at any time
11 between May 23, 2009 and the date of preliminary approval of the settlement (“Waiting
12 Time Penalties Settlement Sub-Class”).

13 See Settlement Agreement, Docket Item No. 57, Ex. 1 § I ¶¶ 1.12, 1.14, 1.16, 1.21.

14 The proposed class must satisfy the requirements of Federal Rule of Civil Procedure 23(a)
15 and 23(b)(3). Class certification is appropriate here because the requirements are met. The
16 proposed class meets the numerosity requirement, as it is comprised of approximately 16,400
17 current and former California employees. There are questions of law or fact common to class
18 members because all claims for relief arise from Defendant’s employment policies, which affected
19 all of the proposed class members similarly. These questions of law or fact predominate over
20 questions affecting only individual members and a class action is superior to other methods of
21 resolving these claims. Plaintiffs’ claims are typical of those of the putative class, as they were
22 subjected to the same employment policies and suffered sufficiently similar damages flowing from
23 Defendant’s conduct. Further, Plaintiffs and their counsel will fairly and adequately protect the
24 interests of the class. Plaintiffs’ interests are representative of and consistent with the interests of
25 the proposed class and their participation in this litigation demonstrates that they have and will
26

1 continue to protect the interests of the class. Additionally, the proposed class counsel has
2 previously engaged in similar litigation and is experienced in employment class action cases.

3 **B. Proposed Settlement**

4 Plaintiffs argue that the settlement is fair, reasonable, and adequate in light of the risk and
5 complexity of further litigation. In the settlement, Defendant will pay a maximum of
6 \$10,000,000.00 (“Total Settlement Amount”), which includes all payments to the Settlement Class
7 Members, attorneys’ fees and costs, California Labor and Workforce Development Agency
8 (“LWDA”), all payroll tax obligations of Plaintiffs, Settlement Class Members, and Defendant
9 arising out of the settlement, and the costs of settlement administration. The Settlement
10 Administrator will not exceed \$105,000 in administering the settlement. The parties have chosen
11 Simpluris to administer the settlement. Penalties in the amount of \$50,000 authorized by the
12 Private Attorneys General Act (“PAGA”) will also be deducted, of which 75% (\$37,500) will be
13 paid to the LWDA and 25% (\$12,500) will be available for distribution to Settlement Class
14 Members, and all employer payroll taxes. Once these deductions are made, the balance of the
15 Total Settlement Amount (\$6,494,000) will be available for distribution to Settlement Class
16 Members (“Net Distribution Amount”).

17 To the extent that any Settlement Class Member fails to submit a Claims Form and does not
18 file a request for exclusion, the Individual Settlement Amount attributable to that Settlement Class
19 Member will be redistributed to Claimants within that Settlement Class Members Settlement Class
20 in proportion to their Individual Settlement Amounts, up to three times that amount. Any
21 remaining money of the \$6,494,000 will go to the Legal Aid Society-Employment Law Center, a
22 cy pres recipient jointly designated by the parties. The settlement was reached with the assistance
23 of Jeffrey Ross, an experience mediator.

24 The Court finds that the settlement appears fair, non-collusive and within the range of
25 possible final approval. The settlement was a product of arm’s-length negotiation before a
26

1 mediator, counsel conducted investigation and discovery sufficient to act intelligently in settling
2 Plaintiffs' claims, and the proponents of the settlement are experienced with this type of litigation.

3 **1. Attorney's Fees**

4 Plaintiffs request attorney's fees of \$3,333,333 (30% of the Total Settlement Amount). As
5 was explained by Plaintiffs' counsel at the hearing, this amount was negotiated separately from the
6 award to class members. Parties first negotiated the total amount available for class claims and
7 only then negotiated an amount of attorney's fees. The two available pools of money are
8 completely separate. See Docket Item No. 66 at 6.

9 If the Court does not approve the full sum of attorney's fees, the remainder reverts to
10 Defendant. However, there is no reversion of the money available to the class, because the sum
11 negotiated for attorney's fees was never available to the class. While courts have been skeptical of
12 reversion clauses, Plaintiffs argue that a reversion provision does not invalidate the settlement
13 where the fees are separately negotiated, at arm's-length, and the results for the class are
14 exceptional. Plaintiffs point out that a number of courts have preliminarily approved settlement
15 even where a reversion clause exists if the court finds there is no collusion. A reversion clause is
16 not dispositive of collusion, although it requires courts to engage in heightened scrutiny to ensure
17 there has been no collusion. In re Bluetooth, 654 F.3d 935, 949 (9th Cir. 2011).

18 In this case, the negotiations were conducted at arm's-length through a neutral mediator,
19 and the fee discussions were conducted separately after the discussion of the amount Defendant
20 agreed to pay settlement class. Dkt. No. 66-1 ¶ 6. After negotiating the settlement award for class,
21 the mediator suggested 33.33% attorney's fees and the reversion provision. Dkt. No. 66-1 ¶ 6.
22 Plaintiffs argue that the overall result of the settlement supports the attorney's fee request.
23 Plaintiffs argue that this settlement is exceptional for the class members as compared to similar
24 settlements reached by PetSmart for similar wage and hour claims. A similar settlement (Sorenson
25 v. PetSmart) included a reversionary amount of \$1,950,000 for 21,813 class members, 30%
26 attorney's fees, and an incentive award of \$15,000, but only \$750,831 was paid out to employees.

1 Another settlement (Enabnit v. PetSmart) included the same reversionary sum, with only \$337,927
2 paid for 1,790 claims, 29.23% attorney's fees, and a \$30,000 incentive award to named Plaintiff.
3 Plaintiffs estimate that this settlement will likely be more than five times as much per class member
4 than the previously mentioned settlements. The settlement also provides forward-looking relief
5 because, as a result of the settlement, Defendant has revised its compensation policy, now paying
6 employees commission and hourly rate, and providing tools for groomers.

7 Additionally, the theory for unpaid wages for non-productive time and rest breaks used by
8 Plaintiffs was novel and risky. At the time of mediation, the theory had not yet been tested and had
9 little supporting case law. The claim is also hard to prove because Defendant does not require
10 groomers to record start and end time of grooming job, making it difficult to estimate the average
11 amount of time spent on non-grooming tasks. Dkt. No. 66-1 ¶ 8.

12 Plaintiffs submitted a lodestar amount for attorney's fees, which amounts to approximately
13 \$1,145,000 for 2,531 hours of work by attorneys and paralegals. Dkt. No. 66-1 ¶ 14. Plaintiffs
14 argue that a lodestar multiplier of three is reasonable given the results achieved, risk of litigation,
15 skill required, quality of work, contingent nature of the fee, and is in line with the range
16 customarily approved by California courts in comparable wage and hour class actions.

17 At this stage, the Court grants preliminary approval of the attorney's fees, subject to final
18 approval. The Court will carefully review all the information concerning the requested attorney's
19 fees before granting final approval.

20 **2. Incentive Award to Named Plaintiffs**

21 The class representatives request a service award totaling \$30,000: \$5,000 each for the two
22 Plaintiffs who are former employees and \$10,000 each for Plaintiffs who were current employees
23 when the suit was filed. A test applied by courts in this district looks at: (1) the risk to the class
24 representative in commencing the action; (2) the notoriety and personal difficulties encountered by
25 the representative; (3) the amount of time and effort spent by the representative; (4) duration of the
26 litigation; and (5) personal benefit, or lack of, enjoyed by representative as result of litigation.

1 Plaintiffs argue that class representatives have spent considerable time and effort on this
2 case, actively participating, undertaking risks (pursuing a case against a current employer), and
3 achieving substantial benefit. Representatives have been named in media, which weighs in favor
4 of the incentive awards. Further, the fact that each representative has an individual claim that they
5 have agreed not to settle until after this case is resolved does not create a conflict. Defendant may
6 still defend itself against the Plaintiffs' individual claims and Plaintiffs may ultimately end up with
7 nothing for their individual claims.

8 The Court preliminarily approves the awards to named Plaintiffs, as they are within the
9 range of reasonable awards.

10 **3. Net Distribution Amount**

11 The Net Distribution Amount for the settlement class is \$6,494,000. No amount of it will
12 revert to Defendant – any unclaimed funds will be redistributed to participating class members, up
13 to three times their original claim amount, with any remaining funds distributed to the cy pres
14 beneficiary.

15 Parties argue that they conducted substantial discovery to determine a reasonable and fair
16 allocation of the net distribution amount. Attorneys reviewed about 33,000 pages of employment
17 records and data, interviewed dozens of class members, and took depositions of two of Defendant's
18 representatives. The parties agreed that 10% of Defendant's stores in California would provide a
19 representative sample for purposes of evaluating damages for mediation. Attorneys sampled
20 electronic timekeeping records for 251 stylists and 1,243 non-exempt employees. The Parties
21 agree that the apportionment of the Net Distribution Amount among the different classes with
22 varying claims is fair and reasonable in light of the respective value of the claims, with the
23 estimated damages for the members of the Pet Stylist Class accounting for approximately two-
24 thirds (2/3) of the total damages and the damages for the Non-Exempt Employee Class accounting
25 for the other one-third (1/3).

1 **a. Waiting Time Penalties Settlement Sub-Class**

2 The amount allocated to the Waiting Time Penalties Settlement Sub-Class will be deducted
3 from the Net Distribution Amount prior to the calculation of the Individual Settlement Amounts of
4 Claimants. Each member of the Waiting Time Sub-Class who was employed by Defendant in
5 California as a Stylist, Groomer, Grooming Trainee or Salon Manager at the time of separation
6 from employment will be entitled to receive \$400 as a waiting time penalty in addition to their
7 Individual Settlement Amount. Each member of the Waiting Time Sub-Class who was employed
8 by Defendant in a position other than Stylist, Groomer, Grooming Trainee or Salon manager at the
9 time of separation from employment will be entitled to receive \$200 as a waiting time penalty in
10 addition to their Individual Settlement Amount.

11 **b. Pet Stylist Class and Non-Exempt Class**

12 After payments are deducted for the Waiting Time Penalties Settlement Sub-Class, two-
13 thirds (2/3) of the remaining Net Distribution Amount will be allocated to payment of the
14 Individual Settlement Amounts of the Pet Stylist Class and one-third (1/3) of the remaining Net
15 Distribution Amount will be allocated to those the Non-Exempt Employee Class.

16 The Settlement Administrator will divide the two-thirds (2/3) of the remaining Net
17 Distribution Amount by the total gross compensation paid to Pet Stylists for the time period when
18 such Pet Stylists were employed as Pet Stylists, Groomers, Grooming Trainees and/or Salon
19 Mangers during the Covered Timeframe to determine a multiplier (“Pet Stylist Multiplier”). The
20 Individual Settlement Amount payable to each Pet Stylist will equal that Claimant’s gross
21 compensation earning during the Covered Timeframe multiplied by the Pet Stylist Multiplier.

22 The Settlement Administrator will divide the one-third (1/3) of the remaining Net
23 Distribution Amount by the total gross compensation paid to Non-Exempt Employees for the time
24 period when such Non-Exempt Employees were employed in positions other than Pet Stylists,
25 Groomers, Grooming Trainees and/or Salon Mangers during the Covered Timeframe to determine
26 a multiplier (“Non-Exempt Employee Multiplier”). The Individual Settlement Amount payable to

1 each Non-Exempt Employee will equal that Claimant’s gross compensation earned during the
2 Covered Timeframe multiplied by the Non-Exempt Employee Multiplier.

3 The Individual Settlement Amounts will be allocated among wages, interest, and civil
4 penalties. Fifty percent (50%) of each Claimant’s Individual Settlement Amount will represent
5 wages and the other fifty percent (50%) shall represent interest and penalties. The portion of each
6 Claimant’s Individual Settlement Amount representing wages will be subject to standard
7 employment tax withholdings with the Settlement Administrator remitting all such tax
8 withholdings directly to the state and federal taxing authorities. The portion of each Claimant’s
9 Individual Settlement Amount representing interest or penalties will be reported on a Form 1099
10 provided to each Claimant, with the required copies provided to the pertinent taxing authorities.
11 Employer tax obligations on any amounts paid to Plaintiffs and Claimants will be paid from the
12 Total Settlement Amount.

13 **4. Release of Claims**

14 Settlement Class Members who submit a Claim Form and do not opt out will release wage
15 and hour claims against Defendant. Members who opt out will not be bound by the release of the
16 PAGA claims or remedies pursuant to a final judgment, as was erroneously originally indicated in
17 the Settlement submitted to the Court. Dkt. No. 46 at 2; Dkt. No. 46, Ex. 1 § VI ¶ 6.8.

18 **C. Class Counsel**

19 Proposed class counsel has conducted research, investigation, and analysis of the litigation
20 and, as discussed above, are experienced and knowledgeable. As such, Graham S.P. Hollis and
21 Marta Manus are preliminary appointed as Class Counsel.

22 **D. Notice of Class Certification and Settlement Administration**

23 Rule 23 (c)(2)(B) requires “the best notice that is practicable under the circumstances,
24 including individual notice to all members who can be identified through reasonable effort.” Rule
25 23(e)(1) requires reasonable notice to all class members who would be bound by the proposed
26 settlement. The notice must explain in easily understood language the nature of the action,

1 definition of the class, class claims, issues and defenses, ability to appear through individual
2 counsel, procedure to request exclusion, and the binding nature of a class judgment. Fed. R. Civ.
3 P. 23(c)(2)(B). Here, the parties in this case have created and agreed to perform the following
4 Notice Plan:

5 Defendant will provide contact information for each Settlement Class Member to Simpluris
6 within 15 days of this order. For Class Members who are former employees, Simpluris will
7 undertake reasonable address verification to ascertain the accuracy of the last known address. A
8 Notice of Class Action Settlement and Final Approval Hearing (“Class Notice”) will be mailed no
9 later than 25 days from the date of this order in a form substantially similar to that attached as
10 Exhibit 2 to the Declaration of Graham Hollis and will include a Claim Form/FLSA Consent Form
11 (“Claim Form”) in a form substantially similar to that attached as Exhibit 3 to the Hollis
12 Declaration. See Hollis Dec’1, Docket Item No. 40-2, Ex. 2-3. In the event that a Class Notice is
13 returned as undeliverable, Simpluris will obtain a current address and re-mail the Notice within
14 three business days. Class Members will have 60 calendar days from the date the Claim Forms are
15 mailed to submit the completed Claim Form or request exclusion. Thirty days after the initial
16 mailing of the Notice, each class member who has not responded will receive a postcard reminder
17 to submit a Claim Form before the deadline. Dkt. No. 57, Ex. 1 § VI ¶¶ 6.1-6.9.

18 Simpluris will maintain a toll-free telephone line and a Settlement Website. The website
19 can be used to file a Claim Form, track the processing of a Claim Form, and contact the Settlement
20 Administrator.

21 The Court finds that the above-described procedures meet the standards of Rule 23. The
22 forms of notice attached as Exhibits 2 and 3 to the Hollis Declaration are hereby approved.

23 **IV. CONCLUSION**

24 For the reasons stated herein, the motion for preliminary approval is GRANTED as follows:

25 1. This action is certified as a class action only for settlement purposes pursuant to
26 subsections (a) and (b)(3) of Federal Rule of Civil Procedure 23.

1 2. The Settlement Agreement is preliminarily approved as fair, reasonable, and adequate
2 pursuant to Federal Rule of Civil Procedure 23(e).

3 3. Plaintiffs Danette Moore, Latresa Myers, Alisa Valdez, and Alanna Harrison are
4 approved to act as Class Representatives for settlement purposes only.

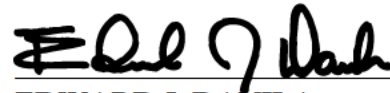
5 4. GrahamHollis, APC is appointed as Class Counsel.

6 5. The Notice Plan and the content of the forms of Notice to the Settlement Class as set
7 forth in the Settlement Agreement and Exhibits 2 and 3 to the Hollis Declaration are approved.

8 6. A hearing on the final approval of class action settlement shall be held before this court
9 on October 3, 2014 at 9:00 a.m. Class Counsel shall file brief(s) requesting final approval of the
10 Settlement Agreement, Fee Award, and Incentive Award, no later than 30 calendar days before the
11 final approval hearing. Any objections to the Settlement by Settlement Class Members must be
12 filed at least 30 days before the final approval hearing.

13
14 **IT IS SO ORDERED**

15 Dated: May 14, 2014

16 

17 EDWARD J. DAVILA
18 United States District Judge