

1 County. *Id.* at 2. On April 22, 2020, after previously being granted an auto loan from Harborstone,
2 Mr. Paredes Garcia submitted a second auto loan application that Harborstone denied because his
3 DACA documentation was “not acceptable for financing.” *Id.* at 10–14. Prior to the denial,
4 Harborstone conducted a “hard” credit pull of Mr. Paredes Garcia’s consumer credit score,
5 resulting in a six-point drop in his score. *Id.* at 8, 11 & n.31. Based on this experience, Mr. Paredes
6 Garcia claims that Harborstone engaged in a policy and practice of (1) wrongfully denying DACA
7 participants and other noncitizen residents the opportunity to contract for credit in violation of 42
8 U.S.C. § 1981, and (2) wrongfully conducting hard credit pulls in violation of the Fair Credit
9 Reporting Act (“FCRA”), 15 U.S.C. § 1681, *et seq.* *Id.* at 15–16, 20–23. On January 26, 2021, Mr.
10 Paredes Garcia initiated this class action lawsuit against Harborstone in Pierce County Superior
11 Court on behalf of two sub-classes: one specifically pertaining to Section 1981 and one specifically
12 pertaining to FCRA. *Id.* at 16.

13 On March 1, 2021, Harborstone removed the action to federal court. Dkt. No. 1. After the
14 Court denied Harborstone’s motion to dismiss, Dkt. No. 15, the parties moved to stay the case in
15 in order to pursue early settlement, Dkt. No. 22. In October 2022, the parties reached an agreement
16 in principle, Dkt. No. 29, and in December 2022, they finalized a long form settlement agreement,
17 Dkt. No. 30. Thereafter, Mr. Paredes Garcia filed his unopposed motion for preliminary approval
18 of the settlement along with the parties’ initial settlement agreement, proposed notice, and other
19 supporting materials. Dkt. Nos. 33, 34-1–34-5. On June 2, 2023, the Court held a hearing to address
20 questions raised by the proposed settlement and notice, *see* Dkt. Nos. 37–39, and the parties
21 submitted an amended agreement for the Court’s consideration on June 23, 2023, Dkt. No. 40-1.
22 The Court then granted Mr. Paredes Garcia’s motion for preliminary approval and appointed him
23 as class representative, appointed Terrell Marshall Law Group PLLC as class counsel, and
24 appointed Simpluris as settlement administrator. Dkt. No. 41 at 18–19. On July 24, 2023, Simpluris

1 began notifying class members in accordance with the parties' agreement and the approved notice
2 plan. Dkt. No. 44 at 1–4; *see also* Dkt. No. 44-1–44-3 (mail and email notices).

3 On August 23, 2023, Mr. Paredes Garcia filed a motion for final approval of the settlement
4 and attorneys' fees and costs, Dkt. Nos. 42–44, which he then supplemented on October 2, 2023
5 following the expiration of the opt out deadline, Dkt. Nos. 46–48. The Court held a final fairness
6 hearing on November 6, 2023. Dkt. No. 51. Mr. Paredes Garcia, counsel for both parties, and a
7 representative from Simpluris attended the hearing in person and telephonically, but no other class
8 members were present.

9 **B. Amended Settlement Agreement**

10 They key terms of the settlement are as follows.

11 1. Class Definition

12 The class is defined as:

13 All individuals who resided in the United States at the time they applied for a loan
14 from Harborstone Credit Union, and for whom Harborstone obtained a credit
15 report, and whose applications were declined at any time between January 26, 2018,
and August 31, 2021 for the reason that they had a tax identification number
because they were not permanent residents of the United States.

16 Dkt. No. 40-1 at 2.¹ The parties originally indicated that the class was comprised of 249 members,
17 *id.* at 3, 14, but determined during the notice process that two class members were duplicated on
18 Harborstone's class list, leaving a total of 247 possible class members, Dkt. No. 42 at 8 n.1; Dkt.
19 No. 43 at 7. During the June 2, 2023 preliminary approval hearing, the parties provided additional
20 clarity on how Harborstone identified the class members by pulling data based on loan application
21 denials.

22 _____
23 ¹ Excluded from the Class are “(a) the judge to whom this case is assigned and any member of the judge’s immediate
24 family; (b) any officers, directors, agents, legal representatives, assignees, or successors of Harborstone Credit Union;
(c) any entity in which Harborstone Credit Union has a controlling interest or that has a controlling interest in
Harborstone Credit Union; and (d) any individual who has an active dispute with Harborstone Credit Union based on
the facts asserted in Plaintiff’s Complaint, filed in Pierce County Superior Court on January 26, 2021.” *Id.*

1 2. Class Compensation

2 Harborstone has agreed to pay \$186,750 to establish a settlement fund, which will be
3 divided equally among the class members into check payments. Dkt. No. 40-1 at 3–4. The shares
4 of the settlement fund for class members who submitted valid exclusions will be divided evenly
5 among the remaining class members who did not opt out. *Id.* at 4. Harborstone will separately
6 provide up to \$25,000 for settlement administration costs. *Id.* at 3, 5. And subject to Court
7 approval, Harborstone has agreed to pay Mr. Paredes Garcia up to \$5,000 as an award for serving
8 as class representative, separate and apart from the settlement fund. *Id.* at 2, 5.

9 3. Changes to Harborstone’s Policies and Practices

10 Harborstone has agreed to implement the following changes to its policies and procedures:

- 11 (1) Harborstone Credit Union shall not maintain policies, practices, or guidelines
12 that allow the evaluation of any person who is a non-United States citizen under
13 any different guideline or standard than it would evaluate a person who is a
 United States citizen when considering whether to admit the person as a
 member or extend credit to the person;
- 14 (2) Harborstone Credit Union shall not require an applicant to provide
15 documentation showing the applicant can remain in the United States legally
 through the maturity date of a loan for which the applicant has applied;
- 16 (3) Harborstone shall not consider an applicant’s national origin, race, or
17 immigration status as factors to evaluate creditworthiness, regardless of
 whether a person is a United States citizen; and
- 18 (4) Harborstone shall maintain language in its policies confirming that it does not
 discriminate on account of race, color, or national origin.

19 *Id.* at 7.

20 4. Release

21 In exchange for the aforementioned relief and to settle all claims raised in this action, class
22 members will be bound by the following release:

23 As of the Effective Date of this Amended Settlement Agreement, all Members of
24 the Settlement Class, including Plaintiff, fully and finally release all claims that
 were or could have been brought against Harborstone Credit Union in the Action

1 (as well as its respective predecessors, successors, assigns, employees, officers,
2 directors, insurers, and/or heirs) based on the facts asserted in Plaintiff's Complaint,
3 filed in Pierce County Superior Court on January 26, 2021 (the "Release"). The
4 scope of this Release shall be from January 26, 2018, to August 31, 2021. This
5 Release specifically includes, but is not limited to, any claims for exemplary
6 damages, statutory damages, compensatory damages, interest, fees, costs,
7 attorneys' fees, and all other claims made in the Action or that could have been
8 made in the Action based on the allegations in Plaintiff's Complaint.

9 *Id.* at 11.

10 **5. Attorneys' Fees and Costs**

11 Subject to Court approval and separate and apart from any other amount going toward
12 settlement, Harborstone has agreed to pay up to \$150,000 in attorneys' fees and costs to Mr.
13 Paredes Garcia's counsel. *Id.* at 2, 6.

14 **II. DISCUSSION**

15 Under Federal Rule of Civil Procedure 23(e), the settlement of claims brought by a
16 proposed class requires certification of the class, adequate notice to the class, and a fairness hearing
17 before the Court to determine whether the settlement is fair, reasonable, and adequate. In this case,
18 for the reasons set forth herein, the Court approves the parties' settlement.

19 **A. Class Certification**

20 Before granting final approval of a class action settlement, courts must assess whether the
21 class satisfies the requirements of Federal Rule of Civil Procedure 23(a) and (b). *See Hanlon v.*
22 *Chrysler Corp.*, 150 F.3d 1011, 1019–1022 (9th Cir. 1998), *overruled on other grounds by Wal-*
23 *Mart Stores, Inc. v. Dukes*, 564 U.S. 338 (2011). The reasoning underlying the Court's provisional
24 certification of the class remains unchanged since its order preliminarily approving the settlement,
and therefore the Court incorporates its prior analysis under Rule 23(a) and (b) as set forth therein.
See Dkt. No. 41 at 5–8. Accordingly, the Court finds that Mr. Paredes Garcia has met his burden
of showing that the requirements of Rule 23(a) are met and that the class is maintainable under

1 Rule 23(b) for purposes of settlement approval. *See, e.g., Juarez v. Soc. Fin., Inc.*, No. 20-CV-
2 03386-HSG, 2023 WL 3898988, at *3 (N.D. Cal. June 8, 2023) (certifying the settlement class for
3 final approval when no material changes occurred between preliminary and final certification);
4 *Lalli v. First Team Real Est.-Orange Cnty.*, No. 8:20-CV-00027-JWH-ADS, 2022 WL 8207530,
5 at *4 (C.D. Cal. Sept. 6, 2022) (same).

6 **B. Adequacy of Notice**

7 Under Rule 23, district courts must “direct to class members the best notice that is
8 practicable under the circumstances, including individual notice to all members who can be
9 identified through reasonable effort.” *In re Apple Inc. Device Performance Litig.*, 50 F.4th 769,
10 779 (9th Cir. 2022) (quoting Fed. R. Civ. P. 23(c)(2)(B)); *see also* Fed. R. Civ. P. 23(e)(1).
11 Procedural due process, in turn, demands that the notice be “reasonably calculated, under all the
12 circumstances, to apprise interested parties of the pendency of the action and afford them an
13 opportunity to present their objections.” *Roes, I-2 v. SFBSC Mgmt., LLC*, 944 F.3d 1035, 1045
14 (9th Cir. 2019) (quoting *Eisen v. Carlisle & Jacquelin*, 417 U.S. 156, 174 (1974)). “[N]either Rule
15 23 nor the Due Process Clause,” however, “requires actual notice to each individual class
16 member.” *Briseno v. ConAgra Foods, Inc.*, 844 F.3d 1121, 1128 (9th Cir. 2017).

17 The Court previously approved the contents of the notice and the plan for its distribution,
18 *see* Dkt. No. 41 at 15–22, and based on the record before it, finds that Mr. Paredes Garcia and
19 Simpluris sufficiently implemented the notice process to meet the requirements of Rule 23 and the
20 Due Process Clause.

21 Beginning on July 24, 2023, Simpluris issued settlement notices via U.S. Mail and email
22 (where class members’ email addresses were available) in English and Spanish, established a
23 website with the settlement notices and information about this case, and set up a 24/7 toll-free
24 telephone number that individuals could call regarding the settlement. Dkt. No. 44 at 1–4; *see also*

1 Dkt. No. 44-1 at 2–7 (long form notice); Dkt. No. 44-2 at 2–8 (Spanish Language notice); Dkt.
2 No. 44-3 at 2–8 (email notice). Prior to mailing out the hard-copy notices, Simpluris “scrubbed”
3 the addresses on the class list to ensure they were in a proper format for mailing and compared the
4 address data against the United National Change of Address (“NCOA”) database, updating any
5 addresses as necessary. Dkt. No. 44 at 3. Of the 247 original mailings, 46 were returned without a
6 forwarding address. Dkt. No. 48 at 2. Simpluris then performed an advanced address search on
7 those addresses using the class members’ names and previous addresses to locate a more current
8 address, and remailed notices to 35 class members at either a newfound address or a forwarding
9 address provided by the United States Postal Service. *Id.* Simpluris sent the email notice to the 50
10 valid email addresses available for class members,² and, after accounting for two bounce backs,
11 successfully delivered notice to at least 48 class members. Dkt. No. 44 at 3. Of the 50 class
12 members who provided email contact information during the loan application process, 47 were
13 contacted by both mail and email. Of the 11 class members who Simpluris was unable to contact
14 by U.S. mail, one received notice by email. Thus, out of the 247 settlement class members, 10
15 could not be reached by either email or U.S. mail. In other words, notice was delivered to 96
16 percent of the class.

17 On August 25, 2023, the day after Simpluris posted the motion for final approval on the
18 settlement website, it also sent follow-up emails to those class members with valid email addresses
19 informing them that the motion had been posted and reminding them of the opt out date. Dkt. No.
20 47 at 1–2; *see* Dkt. No. 47-1 at 2–3 (reminder email). In total, the settlement website was visited
21 by 2,674 unique visitors and viewed 4,349 times between July 24, 2023 and September 29, 2023,
22 including 1,105 unique visitors and 1,783 page views between August 24th and September 22nd,
23

24 ² During the final fairness hearing, class counsel clarified that loan applicants had the option to provide an email address to Harborstone when applying for loans, but only 50 chose to do so.

1 after Simpluris posted the motion for final approval. Dkt. No. 47 at 2; Dkt. No. 48 at 2. One person
2 called the toll-free settlement telephone number and asked a few questions about the notice she
3 received and about class counsel, but did not opt out or otherwise ask to be excluded. Dkt. No. 47
4 at 2; Dkt. No. 48 at 2.

5 In order to opt out of or object to the settlement, class members were required to send
6 written notice to Simpluris via mail, email, or a form on the settlement website by September 22,
7 2023. *See* Dkt. No. 41 at 5, 17. As of September 29, 2023, one class member had asked to be
8 excluded and none had objected. Dkt. No. 48 at 3, 5. Class counsel confirmed during the final
9 fairness hearing that the number of opt outs remained unchanged since their most recent filing,
10 and that no objections had been received.

11 Class counsel and Simpluris also confirmed during the final fairness hearing that this Order
12 and a notification regarding payment authorization and mailing will be added to the settlement
13 website, and that both the website and toll-free number will remain active until at least 30 days
14 after the check cashing deadline. In addition, class counsel and Simpluris agreed to translate and
15 post a Spanish language version of the Amended Settlement Agreement to the settlement website
16 before payments are mailed to class members.

17 Based on the declarations submitted by class counsel and Simpluris indicating that they
18 complied with the notice plan and provided notice to 96 percent of class members (by mail and/or
19 email), and maintained a website that has had thousands of unique visits, Dkt. Nos. 44, 47–48, the
20 Court is satisfied that class members received the “best notice that is practicable under the
21 circumstances[.]” Fed. R. Civ. P. 23(c)(2)(B); *see also, e.g., Kulik v. NMCI Med. Clinic Inc.*, No.
22 21-CV-03495-BLF, 2023 WL 2503539, at *6 (N.D. Cal. Mar. 13, 2023).

1 **C. Settlement Approval**

2 1. Legal Standard

3 As noted above, settlement of class actions must be fair, reasonable, and adequate. Fed. R.
4 Civ. P. 23(e)(2); *see Hanlon*, 150 F.3d at 1027 (explaining that because a “[s]ettlement is the
5 offspring of compromise[,] the question we address is not whether the final product could be
6 prettier, smarter or snazzier, but whether it is fair, adequate and free from collusion”). Indeed,
7 “[t]he purpose of Rule 23(e) is to protect the unnamed members of the class from unjust or unfair
8 settlements affecting their rights.” *In re Syncor ERISA Litig.*, 516 F.3d 1095, 1100 (9th Cir. 2008).
9 In addition to ensuring that adequate notice is provided to class members, *see* Fed. R. Civ. P.
10 23(c)(2)(B), (e)(1); *Hanlon*, 150 F.3d at 1025, district courts must balance a number of factors in
11 order to assess a settlement proposal. These factors include (1) whether the class representative
12 and class counsel have adequately represented the class; (2) whether the proposal was negotiated
13 at arm’s length; (3) whether the relief provided for the class is adequate, taking into account (i) the
14 costs, risks, and delay of trial and appeal; (ii) the effectiveness of any proposed method of
15 distributing relief to the class, including the method of processing class member claims; and
16 (iii) the terms of any proposed award of attorneys’ fees, including timing of payment; and
17 (4) whether the proposal treats class members equitably relative to each other. Fed. R. Civ. P.
18 23(e)(2)(A)–(D).

19 Furthermore, settlements that occur before formal class certification require a higher
20 standard of fairness. *See In re Apple*, 50 F.4th at 782; *accord Saucillo v. Peck*, 25 F.4th 1118,
21 1130–31 (9th Cir. 2022). When reviewing such settlements, courts must confirm that “the
22 settlement is not the product of collusion among the negotiating parties.” *In re Bluetooth Headset*
23 *Prods. Liab. Litig.*, 654 F.3d 935, 947 (9th Cir. 2011) (cleaned up). “This more exacting review
24 [helps] to ensure that class representatives and their counsel do not secure a disproportionate

1 benefit at the expense of the unnamed plaintiffs who class counsel had a duty to represent.” *Roes*,
2 1-2, 944 F.3d at 1049 (cleaned up).

3 2. Fairness, Reasonableness, and Adequacy

4 The Court finds that the Amended Settlement Agreement is “fair, reasonable, and
5 adequate” considering the quality of representation provided by Mr. Paredes Garcia and class
6 counsel, the arm’s length negotiations between the parties, the adequacy of relief to class members,
7 and the equitable treatment of class members relative to each other. Fed. R. Civ. P. 23(e)(2)(A)–
8 (D).

9 (a) *Adequacy of Representation*

10 Mr. Paredes Garcia and class counsel have prosecuted this action vigorously on behalf of
11 the class for nearly three years, investigating the potential claims, preparing the complaint,
12 conducting discovery, surviving a motion to dismiss, and ultimately, negotiating a favorable
13 resolution. Dkt. No. 43 at 7–8, 14; *see also* Dkt. No. 41 at 7–8. In addition, class counsel, who are
14 experienced civil rights class action attorneys, *see* Dkt. No. 43 at 1–6, invested more than 500
15 hours into this case on a contingency basis, *id.* at 8–9, 13. The Court therefore finds that Mr.
16 Paredes Garcia and class counsel have adequately represented the class, which weighs in favor of
17 final approval. Fed. R. Civ. P. 23(e)(2)(A).

18 (b) *Arm’s Length Negotiations*

19 The Court next finds that the Amended Settlement Agreement is the result of serious,
20 informed, and arm’s-length negotiations between attorneys versed in the legal and factual issues
21 of the case. *See* Fed. R. Civ. P. 23(e)(2)(B). Although it does not appear that the parties conducted
22 a formal mediation, the record reflects that following the Court’s denial of Harborstone’s motion
23 to dismiss in August 2021, the parties exchanged substantial discovery and began engaging in
24 good faith settlement negotiations which lasted for approximately one year. *See* Dkt. No. 43 at 7

1 (noting that “the parties exchanged hundreds of pages of documents and information that aided
2 their classwide settlement negotiations, including an anonymized list of Class Members, loan
3 application information, and policy documents”). In March 2022, class counsel conveyed Mr.
4 Paredes Garcia’s first settlement offer to Harborstone, and after several rounds of back and forth
5 and the exchange of additional documents and information, Mr. Paredes Garcia accepted
6 Harborstone’s third counteroffer on October 3, 2022. *Id.* Accordingly, because the record shows
7 no sign of collusion and instead indicates that the parties negotiated at arm’s length, this factor
8 also weights in favor of final approval.

9 (c) *Adequacy of Relief*

10 The third factor the Court must weigh is whether the relief provided to the class members
11 is adequate under Rule 23(e)(2)(C) upon consideration of, among other things, the costs, risks, and
12 delay of trial and the effectiveness of any proposed method of distributing relief to the class. Under
13 this prong, the “relief that the settlement is expected to provide to class members is a central
14 concern.” Fed. R. Civ. P. 23 advisory committee’s note to 2018 amendment. In total, Harborstone
15 has agreed to pay \$186,750, which will be evenly divided among the 246 class members (not
16 including Mr. Paredes Garcia’s \$5,000 service award). *See* Dkt. No. 42 at 11 & n.1. Harborstone
17 has also agreed to provide injunctive relief that the parties estimate to be worth millions of dollars
18 of loans that Harborstone can no longer deny on the basis of citizenship or national origin. *See*
19 Dkt. No. 40-1 at 7; Dkt. No. 40 at 2; Dkt. No. 42 at 23. For the reasons discussed below, the Court
20 finds this relief to be adequate.

21 (i) *Costs, Risks, and Delay of Trial and Appeal*

22 With respect to the costs, risks, and delay of trial and appeal, Mr. Paredes Garcia argues
23 that although he withstood Harborstone’s motion to dismiss, he remained concerned “that factual
24 development of the record may result in a summary judgment finding in Harborstone’s favor.”

1 Dkt. No. 42 at 16–17. He further states that even if he “could successfully defend a summary
2 judgment motion, he would still have to prove at trial that Harborstone is liable to every Class
3 Member under both Section 1981 and the FCRA,” and his counsel mentioned during the
4 preliminary approval hearing that doing so would be challenging, particularly given the difficulty
5 of quantifying the damages resulting from individual loan denials. *Id.* at 17; *see also* Dkt. No. 41
6 at 13–14 (discussing average class members’ loan amounts). Further, assuming Mr. Paredes Garcia
7 could prevail at trial and obtain a jury award of compensatory damages, class counsel estimates
8 that Harborstone’s appeal of the verdict would delay any recovery for class members by a year or
9 more. Dkt. No. 42 at 17. Moreover, the ongoing litigation would be costly and time consuming,
10 only adding to the benefit to class members of early settlement in this case. *See Rodriguez v. W.*
11 *Publ’g Corp.*, 563 F.3d 948, 966 (9th Cir. 2009) (explaining that difficulties and risks in litigating
12 weigh in favor of approving a class settlement); *see also Officers for Just. v. Civ. Serv. Comm’n of*
13 *City & Cnty. of San Francisco*, 688 F.2d 615, 625 (9th Cir. 1982) (“[I]t is the very uncertainty of
14 outcome in litigation and avoidance of wasteful and expensive litigation that induce consensual
15 settlements. The proposed settlement is not to be judged against a hypothetical or speculative
16 measure of what might have been achieved by the negotiators.”).

17 Thus, despite the potential merits of the class members’ Section 1981 claims, the Court
18 finds that the more prompt and certain relief of \$759.14 in damages to each of the 246 settlement
19 class members, combined with the prospective relief for noncitizens who apply for future loans or
20 membership with Harborstone, is adequate and weighs in favor of approval.

21 (ii) Effectiveness of Proposed Method of Distributing Relief

22 “[T]he goal of any distribution method is to get as much of the available damages remedy
23 to class members as possible and in as simple and expedient a manner as possible.” *Beltran v.*
24 *Olam Spices & Vegetables, Inc.*, No. 1:18-CV-1676-JLT-SAB, 2023 WL 5817577, at *12 (E.D.

1 Cal. Sept. 8, 2023) (quoting *Hilsley v. Ocean Spray Cranberries, Inc.*, No. 3:17-CV-2335-GPC-
2 MDD, 2020 WL 520616, at *7 (S.D. Cal. Jan. 31, 2020) (alteration in *Hilsley*)). The proposed
3 method for processing claims “should deter or defeat unjustified claims, but the court should be
4 alert to whether the claims process is unduly demanding.” Fed. R. Civ. P. 23 advisory committee’s
5 note to 2018 amendment. In this case, the parties’ agreement provides that each settlement class
6 member will automatically receive a check for their equal share of the \$186,750 settlement fund
7 without needing to file a claim form. Dkt. No. 40-1 at 4.

8 Although courts often approve this method of distribution, *see, e.g., Ayala v. U.S Xpress*
9 *Enters., Inc.*, No. ED-CV-16-137-GW-KKx, 2023 WL 6559786, at *6 (C.D. Cal. Sept. 15, 2023),
10 the Court inquired during the final fairness hearing about additional safeguards that could help
11 ensure that as many checks as possible reach the settlement class members. In response, class
12 counsel stated that prior to mailing the checks, Simpluris will once again cross-check the mailing
13 addresses on file against the NCOA database, and any newly found addresses will be processed
14 through the United States Postal Services’ Coding Accuracy Support System (“CASS”). Beyond
15 this initial two-step verification, Simpluris will perform a skip trace for any checks returned as
16 undeliverable. And for any settlement class members who cannot be reached by mail through the
17 above-mentioned methods, Simpluris will work with class counsel and Harborstone to reach out
18 by telephone to obtain a suitable mailing address, and if necessary, to utilize Westlaw PeopleMap
19 and/or other tools to find contact information and ultimately obtain valid mailing addresses.

20 Furthermore, the settlement checks will have the 180-day cashing deadline printed on
21 them, and the checks will be accompanied by a brief explanation for the payment as well as the
22 settlement website address. Four months after the payment mailing, Simpluris will send a reminder
23 postcard to all class members who have not cashed their checks. And last, the parties will file two
24 joint status reports updating the Court as to how many checks reached class members and how

1 many checks have been cashed: first, four months after the checks are mailed out, and second, six
2 months and two weeks after the checks are mailed out.

3 (iii) Proposed Award of Attorneys' Fees

4 Class counsel seeks \$150,000 in attorneys' fees. Dkt. No. 40-1 at 6; Dkt. No. 42 at 21. As
5 explained below in Section II.D.1, the Court finds that the requested attorneys' fees are reasonable.

6 (iv) Any Agreement Required To Be Identified Under Rule 23(e)(3)

7 Rule 23(e)(3) requires that parties "file a statement identifying any agreement made in
8 connection with the [settlement] proposal." Fed. R. Civ. P. 23(e)(3). Mr. Paredes Garcia does not
9 identify any such agreement in his filings, *see generally* Dkt. Nos. 42, 46, and the Court confirmed
10 during the final fairness hearing that none exist. Thus, this factor does not apply.

11 (d) *Equitable Treatment*

12 Under Rule 23(e)(2)(D), the Court must consider whether the settlement agreement treats
13 settlement class members equitably relative to each other. Here, each of the 246 settlement class
14 members will receive an identical \$759.14 share of the \$186,750 settlement fund. *See* Dkt. No. 42
15 at 11 n.3; Dkt. No. 40-1 at 4. And, as explained below in Section II.D.4, the Court finds that the
16 \$5,000 service award to Mr. Paredes Garcia does not weigh against the equity of the class
17 compensation on the whole. Thus, the Court finds that the agreement treats all class members
18 equitably and this factor also weights in favor of approval. *See, e.g., Lalli*, 2022 WL 8207530, at
19 *7.

20 3. Pre-Certification Factors

21 In addition to the Rule 23(e)(2) factors weighed above, the Court must also determine
22 whether this settlement meets the higher standard of fairness applied to settlements occurring
23 before formal class certification. *See In re Bluetooth*, 654 F.3d at 946. As the Ninth Circuit has
24 cautioned, collusion in this context "may not always be evident on the face of a settlement, and

1 courts therefore must be particularly vigilant not only for explicit collusion, but also for more
2 subtle signs that class counsel have allowed pursuit of their own self-interests and that of certain
3 class members to infect the negotiations.” *Id.* at 947; *accord Saucillo*, 25 F.4th at 1130–31.
4 Therefore, proposed agreements preceding formal class certification must be examined for more
5 “subtle signs” of collusion, such as (1) counsel receiving a disproportionate distribution of the
6 settlement; (2) the parties negotiating a “clear sailing” arrangement, which carries the potential of
7 enabling a defendant to pay class counsel excessive fees and costs in exchange for counsel
8 accepting an unfair settlement on behalf of the class; and (3) the parties creating a reverter that
9 returns unclaimed funds to the defendant. *Roes*, 1-2, 944 F.3d at 1049.

10 (a) *Proportionality of Attorneys’ Fees*

11 Class counsel requests \$150,000 in attorneys’ fees, separate and apart from the \$186,750
12 settlement fund. Dkt. No. 40-1 at 2–3, 6. “[A]greement on attorneys’ fees should be viewed as a
13 ‘package deal’” in so far as it reflects “the defendant’s overall willingness to pay.” *In re Bluetooth*,
14 654 F.3d at 949 (quoting *Johnston v. Comerica Mortg. Corp.*, 83 F.3d 241, 246 (8th Cir. 1996));
15 *accord Roes*, 1-2, 944 F.3d at 1051. “The typical range of acceptable attorneys’ fees in the Ninth
16 Circuit is 20% to 33 1/3% of the total settlement value, with 25% considered the benchmark.”
17 *Beltran*, 2023 WL 5817577, at *11 (citing *Powers v. Eichen*, 229 F.3d 1249, 1256 (9th Cir. 2000));
18 *accord In re Bluetooth*, 654 F.3d at 942. Of the \$366,750 total cash going toward settlement,
19 approximately 41% will go toward attorneys’ fees. However, this figure jumps to 80% if calculated
20 against the \$186,750 going to class members. Mr. Paredes Garcia contends that if the Court were
21 to factor in the monetary value of the injunctive relief included in the settlement—a “conservative
22 average of \$3 million in loans per year that may potentially become available to non-U.S. citizen
23 applicants”—the \$150,000 fee request “is only 4.5 percent of the total value of the settlement in
24 the first year (with additional value accumulating in following years due to the prospective relief

1 obtained).” Dkt. No. 42 at 23 & n.8 (footnote omitted).

2 There is some basis in the record for factoring in the value of this injunctive relief. The
3 total amount of loans for which class members applied in 2020 and 2021 was \$2,399,123 and
4 \$3,606,072, respectively. Dkt. No. 41 at 13–14. But the Ninth Circuit has explained that “a district
5 court must exercise caution when using the value of injunctive relief to determine proportional
6 attorneys’ fees and should generally avoid valuing hard-to-measure injunctive relief altogether[.]”
7 *Kim v. Allison*, 8 F.4th 1170, 1181 (9th Cir. 2021); *see also In re Hyundai & Kia Fuel Econ. Litig.*,
8 926 F.3d 539, 570 (9th Cir. 2019) (en banc) (“When valuing the settlement is difficult or
9 impossible, the lodestar method may prove more convenient[.]”). Given that district courts
10 maintain discretion to employ either the percentage-of-recovery method or the lodestar method to
11 assess the reasonableness of any attorneys’ fee award—the latter of which the Court utilizes
12 below—the Court does not find that class counsel’s attorneys’ fee request is so disproportionately
13 above the 25% benchmark as to raise legitimate concerns of collusion. *See, e.g., Lalli*, 2022 WL
14 8207530, at *6 (finding an attorneys’ fee request constituting 43% of the total settlement fund to
15 be “steep, but not necessarily *disproportionate*”); *Juarez*, 2023 WL 3898988, at *7 (awarding
16 \$300,000 in attorneys’ fees and costs with a total of \$155,000 distributed to class members the
17 attorneys’ fees were reasonable under the lodestar method); *Johnson v. Metro-Goldwyn-Mayer*
18 *Studios Inc.*, No. C17-541-RSM, 2018 WL 5013764, at *3–4 (W.D. Wash. Oct. 16, 2018)
19 (concluding that the settlement was fair, reasonable, and adequate where the attorney fee request
20 constituted 93.67% of the recovery based on the total sum defendants were willing to pay), *aff’d*
21 *sub nom. Johnson v. MGM Holdings, Inc.*, 943 F.3d 1239 (9th Cir. 2019), and *aff’d sub nom.*
22 *Johnson v. MGM Holdings, Inc.*, 794 F. App’x 584 (9th Cir. 2019). Moreover, although it may be
23 difficult to quantify the precise monetary value of the injunctive relief provided as part of
24 settlement agreement, the Court is confident based on the record before it that there is a sufficient

1 monetary value to move the proportionality of attorneys’ fees closer to the benchmark.
2 Accordingly, the Court finds that this factor does not weigh against final approval.

3 (b) *Clear Sailing Agreement*

4 The parties’ agreement also includes a clear sailing arrangement because Harborstone has
5 agreed not to object to the \$150,000 fee request. Dkt. No. 40-1 at 2–3, 6; *see Roes*, 1-2, 944 F.3d
6 at 1049. “Although clear sailing provisions are not prohibited, they by their nature deprive the
7 court of the advantages of the adversary process in resolving fee determinations and are therefore
8 disfavored.” *In re Bluetooth*, 654 F.3d at 949 (cleaned up). Therefore, “when confronted with a
9 clear sailing provision, the district court has a heightened duty to peer into the provision and
10 scrutinize closely the relationship between attorneys’ fees and benefit to the class, being careful to
11 avoid awarding unreasonably high fees simply because they are uncontested.” *Id.* at 948 (quotation
12 marks omitted).

13 The Court cautioned the parties during the preliminary approval hearing that it would
14 carefully scrutinize the reasonableness of the requested attorneys’ fee award at the final approval
15 stage. However, using the lodestar method to evaluate the fee request in this case, the Court does
16 not find that the clear sailing provision weighs against final approval. *See infra* Section II.D.1.

17 (c) *No Reversion; Cy Pres Beneficiaries*

18 With respect to the third factor, the Amended Settlement Agreement expressly provides
19 that “[t]here shall be no reversion to Harborstone Credit Union of any portion of the Settlement
20 Fund.” Dkt. No. 40-1 at 7. The agreement further mandates that if a class member’s check is not
21 cashed within 180 days of mailing, the associated funds shall become “residual funds” and be re-
22 disbursed evenly between two nonprofit organizations, the Mexican American Legal Defense and
23 Educational Fund and the Northwest Justice Project, to advocate for consumer rights issues
24 affecting DACA recipients or other undocumented people living in the United States. *Id.* at 6; *see*

1 also Dkt. No. 42 at 11.

2 For the reasons stated in its preliminary approval order, the Court finds that there is a
3 sufficient nexus between the *cy pres* beneficiaries and the settlement class, and that this
4 redistribution of funds is thus appropriate. Dkt. No. 41 at 11; *see also In re Google Inc. St. View*
5 *Elec. Commc'ns Litig.*, 21 F.4th 1102, 1111, 1116 (9th Cir. 2021), *cert. denied sub nom. Lowery*
6 *v. Joffe*, 143 S. Ct. 107 (2022).

7 4. Churchill Factors

8 In addition to the above-mentioned factors under Rule 23(e)(2), district courts generally
9 still consider the eight “*Churchill* factors”: (1) the strength of a plaintiff’s case; (2) the risk,
10 expense, complexity, and likely duration of additional litigation; (3) the risk of maintaining class
11 action status throughout trial; (4) the settlement amount; (5) the extent of discovery completed and
12 the stage of the proceedings; (6) the experience and opinions of counsel; (7) the presence of a
13 governmental participant; and (8) the reaction of Class Members to the settlement amount. *See*
14 *Kim*, 8 F.4th at 1178; *Churchill Vill., L.L.C. v. Gen. Elec.*, 361 F.3d 566, 575 (9th Cir. 2004). Many
15 of these factors “fall within the ambit of the revised Rule 23(e),” and have therefore been discussed
16 above as part of the Court’s analysis. *Briseño v. Henderson*, 998 F.3d 1014, 1026 (9th Cir. 2021).
17 Nevertheless, the Court briefly notes that no governmental participants are implicated, the reaction
18 of the class weighs in favor of approval, and the settlement payment to each class member is either
19 greater than or consistent with awards in other similar cases. As mentioned previously, only one
20 individual requested to be excluded from the settlement class, and none objected either in writing
21 pursuant to the agreement or at the fairness hearing. Dkt. No. 48 at 3, 5; Dkt. No. 51. Accordingly,
22 in light of the positive reaction of the class, and for the reasons stated above, the Court finds that
23 the *Churchill* factors weigh in favor of approval. *See In re Bofl Holding, Inc. Sec. Litig.*, No. 3:15-
24 CV-02324-GPC-KSC, 2022 WL 9497235, at *7 (S.D. Cal. Oct. 14, 2022) (finding that a low

1 number of opt outs or objectors supports the conclusion that the relief provided to class members
2 is adequate).

3 **D. Attorneys’ Fees and Costs, Expenses, and Service Award**

4 Consistent with the parties’ agreement, class counsel asks the Court to approve an award
5 of \$150,000 in attorneys’ fees and costs, up to \$25,000 in settlement administration expenses to
6 Simpluris, and a \$5,000 service award to Mr. Paredes Garcia. Dkt. No. 40-1 at 3, 5–6; *see also*
7 Dkt. No. 42 at 18–23, 25–27.

8 1. Attorneys’ Fees

9 (a) *Legal Standard*

10 “In a certified class action, the court may award reasonable attorney’s fees and nontaxable
11 costs that are authorized by law or by the parties’ agreement.” Fed. R. Civ. P. 23(h). District courts,
12 however, “have an independent obligation to ensure that the award, like the settlement itself, is
13 reasonable, even if the parties have already agreed to an amount.” *In re Bluetooth*, 654 F.3d at 941.
14 Courts can employ one of two methods: the lodestar or a percentage of the recovery. *In re Apple*
15 *Inc.*, 50 F.4th at 784. Under the lodestar method, the court “multiplies the number of hours the
16 prevailing party reasonably spent on litigation by a reasonable hourly rate to determine a
17 presumptively reasonable fee award,” which can then be adjusted “by an appropriate positive or
18 negative multiplier” based on factors such as “the quality of representation, the benefit obtained
19 for the class, the complexity and novelty of the issues presented, and the risk of nonpayment.”
20 *Kim*, 8 F.4th at 1180–81 (quoting *In re Bluetooth*, 654 F.3d at 941–42). As discussed in Section
21 II.C.3(a), the percentage of the recovery method considers fees as a percentage of a recovered
22 common fund, with a benchmark percentage of 25%. Like the lodestar, this percentage can be
23 adjusted upward or downward. *In re Apple Inc.*, 50 F.4th at 784. And while district courts may
24 employ either method, whichever method is chosen, “courts often employ the other method as a

1 cross-check that the award is reasonable.” *Id.*; *see also In re Bluetooth*, 654 F.3d at 942 (“Though
2 courts have discretion to choose which calculation method they use, their discretion must be
3 exercised so as to achieve a reasonable result.”).

4 (b) *Analysis*

5 Here, the Court finds that class counsel’s \$150,000 request for attorneys’ fees and costs is
6 reasonable under the lodestar method.³ Because precisely valuing the overall settlement, including
7 injunctive relief, is difficult based on the current record, the Court finds that the lodestar method
8 is both more convenient and more appropriate. *In re Hyundai*, 926 F.3d at 570; *see also Roes*, 1-
9 2, 944 F.3d at 1056 (“[F]or purposes of performing the lodestar cross-check using a percentage of
10 the total class recovery,” district courts may “exclude[] the injunctive relief from the valuation of
11 the settlement and explain[] why [the proposed] attorneys’ fees . . . [a]re justified.”); *Johnson*,
12 2018 WL 5013764, at *6, 12 (finding the lodestar method more appropriate where the settlement
13 “did not create a true common fund as it did not establish a single sum for both class compensation
14 and attorneys’ fees,” and part of the relief obtained was injunctive relief). Furthermore, the lodestar
15 method “is appropriate in class actions brought under fee-shifting statutes,” *In re Bluetooth*, 654
16 F.3d at 941, and Mr. Paredes Garcia brought a claim pursuant to 42 U.S.C. § 1981, which is subject
17 to fee-shifting under 42 U.S.C. § 1988(b), *see, e.g., Roberts v. City of Honolulu*, 938 F.3d 1020,
18 1023 (9th Cir. 2019); *see also* Dkt. No. 1-1 at 20–21 (Section 1981 claim in complaint).

19 With respect to the reasonableness of the hours expended, class counsel accrued 506.25
20 hours litigating this case between September 2020 and August 2023, the vast majority of which
21 (419.4) are attributed to Eric R. Nusser, member of Terrell Marshall and 2016 graduate of Seattle
22 University School of Law. Dkt. No. 43 at 2, 10–13; Dkt. No. 43-1 at 2–26 (detailed billing entries).

23 _____
24 ³ The request for attorneys’ fees alone is \$149,668.37 after deducting the \$331.63 in costs. Dkt. No. 43 at 13; *see* Dkt.
No. 43-2 at 2 (costs invoice).

1 The Court has reviewed the remainder of the billing entries submitted by class counsel, *see* Dkt.
2 No. 43-1 at 2–35, and finds that the number of hours spent litigating this case over nearly three
3 years, through investigation and research, filing the complaint, opposing the motion to dismiss,
4 conducting discovery, and finalizing and administrating the settlement, is reasonable in this case.

5 As for class counsel’s hourly rates, they vary from \$125 an hour for legal assistants to \$575
6 an hour for founding member of Terrell Marshall, Toby J. Marshall. Dkt. No. 43 at 2, 10–13.⁴
7 When determining a reasonable hourly rate, courts generally consider the “experience, skill and
8 reputation of the attorney requesting fees,” *Trevino v. Gates*, 99 F.3d 911, 924 (9th Cir. 1996)
9 (quoting *Schwarz v. Sec’y of Health & Hum. Servs.*, 73 F.3d 895, 908 (9th Cir. 1995)), as well as
10 “the prevailing market rates in the relevant community[.]” *Blum v. Stenson*, 465 U.S. 886, 895
11 (1984). The relevant community is the forum in which the district court sits. *Camacho v.*
12 *Bridgeport Fin., Inc.*, 523 F.3d 973, 979 (9th Cir. 2008). The party seeking an award of attorneys’
13 fees bears the burden of producing “satisfactory evidence—in addition to the attorney’s own
14 affidavits—that the requested rates are in line with those prevailing in the community for similar
15 services” by comparable lawyers. *Blum*, 465 U.S. at 895 n.11; *accord Chaudhry v. City of Los*
16 *Angeles*, 751 F.3d 1096, 1110 (9th Cir. 2014).

17 Mr. Nusser avers in his declaration in support of the motion for final approval that class
18 counsel set their rates for both attorneys and staff members “based on a variety of factors, including
19 among others: the experience, skill, and sophistication required for the types of legal services
20 typically performed; the rates customarily charged in the markets where legal services are typically

21
22 ⁴ The specific hourly rates are as follows: (1) \$575 per hour for founding member and attorney Toby J. Marshall;
23 (2) \$375 per hour for member and attorney Eric R. Nusser; (3) \$200 per hour for second-year law student and law
24 clerk Tory White; (4) \$195 for senior paralegal Jennifer Boschen; (5) \$150 per hour for paralegals Heather Brown and
Jessica Langsted, as well as legal assistants Holly Rota and Jennifer Murphy; and (6) \$125 per hour for legal assistants
Bradford Kinsey, Ana Amezaga, Christine Vu, Eva Thomas, Lauren Carter, and Tanya Stewart. Dkt. No. 43 at 10–
13; Dkt. No. 43-1 at 2–35.

1 performed; and . . . experience, reputation and ability[.]” Dkt. No. 43 at 9. He also includes
2 additional information about his and Mr. Marshall’s backgrounds, Terrell Marshall’s experience
3 as a firm, and the contributions of their supporting staff. *See id.* at 1–6, 9–13.

4 District judges can also “consider the fees awarded by other judges in the same locality in
5 similar cases,” *Moreno v. City of Sacramento*, 534 F.3d 1106, 1115 (9th Cir. 2008), and rely on
6 their own knowledge and familiarity with the legal market in setting a reasonable rate, *Ingram v.*
7 *Oroudjian*, 647 F.3d 925, 928 (9th Cir. 2011) (per curiam). Based on the totality of the record, the
8 Court’s familiarity with the legal market, and the fees awarded by other judges, the Court is
9 satisfied that the hourly rates requested here are reasonable. *See, e.g., Byles v. Ace Parking Mgmt.,*
10 *Inc.*, No. C16-0834-JCC, 2019 WL 3936663, at *1 (W.D. Wash. Aug. 20, 2019) (approving hourly
11 rates between \$300 per hour to \$550 per hour); *Wilbur v. City of Mount Vernon*, No. C11-1100-
12 RSL, 2014 WL 11961980, at *3 (W.D. Wash. Apr. 15, 2014) (finding rates between \$190 and
13 \$580 to be reasonable in a civil rights class action lawsuit brought by, among others, Toby
14 Marshall); *see also Nadarajah v. Holder*, 569 F.3d 906, 918 (9th Cir. 2009) (granting paralegal
15 and law student rates that were “in line with those rates prevailing in the community for similar
16 services by paralegals of reasonably comparable skill, experience and reputation” (cleaned up));
17 *Allstate Indem. Co. v. Lindquist*, No. C20-1508-JLR, 2021 WL 4226155, at *3 (W.D. Wash. Sept.
18 16, 2021) (approving a \$300 hourly rate for legal assistants).

19 In addition, as of August 22, 2023, class counsel stated that their lodestar was \$187,395.50,
20 and estimated that this figure would increase as they accrued additional hours completing the
21 settlement process. Dkt. No. 43 at 8; Dkt. No. 43-1 at 35. During the final fairness hearing, class
22 counsel represented that their lodestar as of November 6, 2023 was \$206,283. As a result, their
23 attorneys’ fee requests represent a “negative” multiplier of approximately 0.73 on their total
24 lodestar, which bolsters the reasonableness of the fee request. *See, e.g., In re Hyundai*, 926 F.3d at

1 572. And last, with respect to the utility of lodestar crosscheck using a percentage of recovery
2 method, as explained above, because the \$150,000 request represents somewhere between 4.5 and
3 80 percent of the relief to the class (depending on the estimation of the monetary value of
4 Harborstone’s changes in policies for granting loans to noncitizens), the Court finds that “[t]his
5 case does not easily lend itself to consideration of a percentage cross-check.” *Johnson*, 2018 WL
6 5013764, at *10; *see also id.* at *12 (approving attorneys’ fees that “seem[ed] unreasonably large
7 relative to the relief obtained for the class” where the recovery provided did not lend itself to a
8 percentage-of-recovery calculation, and taking “solace in the hope that all things being equal, it
9 seems more defensible that class attorneys, rather than defendants, receive the excess, as they will
10 likely reinvest it in future class action cases.” (cleaned up)); *supra* Section II.C.3(a).

11 2. Costs

12 Class counsel are permitted to recover reasonable expenses that “would normally be
13 charged to a fee paying client.” *Harris v. Marhoefer*, 24 F.3d 16, 19 (9th Cir. 1994) (quoting
14 *Chalmers v. City of Los Angeles*, 796 F.2d 1205, 1216 n.7 (9th Cir. 1986), *reh’g denied and opinion*
15 *amended*, 808 F.2d 1373 (9th Cir. 1987)). Class counsel in this case represent that \$331.63 of the
16 \$150,000 will cover out-of-pocket costs for service (\$77), filing fees (\$241.50), and legal research
17 fees (\$13.13). Dkt. No. 43 at 13–14; Dkt. No. 43-2 at 2. Because these costs were reasonable and
18 necessary, and the types of costs normally charged to a paying client, the Court approves them.

19 3. Settlement Administration Expenses

20 The Amended Settlement Agreement provides that Harborstone will pay up to \$25,000 to
21 Simpluris for settlement administration expenses. Dkt. No. 40-1 at 5–6. Simpluris represents that
22 its “total costs for services in connection with the administration of this Settlement, including fees
23 incurred and anticipated future costs for completion of the administration, are capped at
24 \$12,000.00.” Dkt. No. 44 at 4; *see* Dkt. No. 48 at 3 (same). At the final fairness hearing, Simpluris

1 confirmed that any charge for the additional work of translating the amended agreement into
2 Spanish, updating the settlement website, distributing the payment to class members as described
3 above, and performing related tasks such as skip-tracing and sending reminders to class members
4 who have not cashed their checks after four months, will be covered either by the \$12,000 agreed
5 amount or by additional funds not to exceed \$25,000 total. *See supra* Section II.C.2(c)(ii).

6 4. Service Award

7 Service or “incentive” awards to named plaintiffs are commonplace in class actions and
8 “intended to compensate class representatives for work done on behalf of the class, to make up for
9 financial or reputational risk undertaken in bringing the action, and, sometimes, to recognize their
10 willingness to act as a private attorney general.” *Rodriguez*, 563 F.3d at 958–59. When evaluating
11 the propriety of such payments, district courts consider, among other factors, “the actions the
12 plaintiff has taken to protect the interests of the class, the degree to which the class has benefitted
13 from those actions, the amount of time and effort the plaintiff expended in pursuing the litigation,’
14 and any financial or reputational risks the plaintiff faced.” *In re Apple Inc.*, 50 F.4th at 786 (cleaned
15 up); *see also id.* at 787 (“So long as [service payments] are reasonable, they can be awarded.”).

16 Mr. Paredes Garcia seeks a \$5,000 class representative service award. Dkt. No. 40-1 at 5;
17 *see also* Dkt. No. 42 at 26–27. Class counsel aver that Mr. Paredes Garcia “was instrumental to
18 the case and the settlement,” assisted “in investigating the claims, preparing the complaint, and
19 drafting discovery requests,” and “took a central role in settlement negotiations, including helping
20 to craft prospective relief benefitting the Class and future applicants.” Dkt. No. 43 at 7–8; *see also*
21 *id.* at 14 (describing Mr. Paredes Garcia’s active role in the litigation, including reviewing the
22 settlement paperwork and other litigation documents, as well as the risk he assumed bringing these
23 claims against a financial institution where he is still a member and owes money on an auto loan).
24 Mr. Paredes Garcia also attended the final fairness hearing. The Court finds that the \$5,000 service

1 award is relatively modest in comparison to the approximately \$186,000 in direct monetary relief
2 he helped generate for the 245 other settlement class members. Considering the circumstances of
3 this case and the proportionality between the award amount and Mr. Paredes Garcia's service to
4 the class, the \$5,000 service award is reasonable to compensate Mr. Paredes Garcia for his efforts,
5 and the Court grants this request. *See, e.g., Juarez, 2023 WL 3898988, at *8.*

6 III. CONCLUSION

7 Based on the foregoing, Mario Paredes Garcia's Motion and Supplemental Motion for
8 Final Approval of Class Action Settlement and Attorneys' Fees and Costs, Dkt. Nos. 42, 46, are
9 GRANTED, and the Court ORDERS as follows:

- 10 1. The Amended Settlement Agreement is fair, reasonable, and adequate;
- 11 2. The terms of the parties' Amended Settlement Agreement, Dkt. No. 40-1, are hereby
12 fully incorporated as though set forth in this Order, including the Release of Claims in
13 Section III and the provision agreeing that the Court will retain jurisdiction as to all
14 matters relating to the administration, consummation, enforcement, and interpretation
15 of the Amended Settlement Agreement and this Order, *id.* at 11–13;
- 16 3. Harborstone must pay \$186,750 to establish the settlement fund in accordance with the
17 Amended Settlement Agreement;
- 18 4. Harborstone must pay attorneys' fees and costs to class counsel in the amount of
19 \$150,000;
- 20 5. Harborstone must pay Simpluris settlement administrator costs of no more than
21 \$25,000;
- 22 6. Harborstone must pay an incentive award to Mr. Paredes Garcia in the amount of
23 \$5,000;
- 24 7. The parties must implement this relief in accordance with this Order and the Amended

1 Settlement Agreement;

- 2 8. The parties must update the Court as to how many checks have reached class members
3 and how many have been cashed four months after the initial mailing of payment, as
4 well as six months and two weeks after the initial mailing of payment; and
- 5 9. This action is dismissed with prejudice, without fees or costs to any party except as
6 provided in the Amended Settlement Agreement.

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8 Dated this 9th day of November, 2023.

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11 Lauren King
12 United States District Judge
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