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UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF CALIFORNIA

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SHIRLEY GARNETT, on behalf of  
herself and all others  
similarly situated,

Plaintiff,

v.

ADT, LLC, and DOES 1-50,  
inclusive,

Defendants.

CIV. NO. 2:14-02851 WBS AC

MEMORANDUM AND ORDER RE: MOTION  
FOR FINAL APPROVAL OF CLASS  
ACTION SETTLEMENT

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Plaintiff Shirley Garnett brought this putative class  
action against defendant ADT, LLC, asserting claims arising out  
of defendant's alleged failure to reimburse for work-related  
vehicle expenses and failure to provide accurate wage statements  
as required by California law. Presently before the court is  
plaintiff's motion for final approval of the class action  
settlement, (Docket No. 87), and motion for attorney's fees,

1 costs, and an incentive award for the named plaintiff, (Docket  
2 No. 86).

3 I. Factual and Procedural Background

4 To avoid repetition, the court will refrain from  
5 reciting the factual and procedural background, which remains the  
6 same as in its October 6, 2015 Order granting plaintiff's partial  
7 motion for summary judgment on plaintiff's itemized wage  
8 statement claim and denying defendant's cross-motion for summary  
9 judgment. (Oct. 6, 2015 Order (Docket No. 33).)

10 The court granted preliminary approval of plaintiff's  
11 class action settlement on April 18, 2016. (Apr. 18, 2016 Order  
12 (Docket No. 85).) Plaintiff now seeks final approval of the  
13 class-wide settlement pursuant to Federal Rule of Civil Procedure  
14 23(e). (Pl.'s Mot. for Final Approval ("Pl.'s Mot.") (Docket No.  
15 87-1).) Defendant does not oppose plaintiff's motions.

16 II. Discussion

17 Rule 23(e) provides that "[t]he claims, issues, or  
18 defenses of a certified class may be settled . . . only with the  
19 court's approval." Fed. R. Civ. P. 23(e). "Approval under 23(e)  
20 involves a two-step process in which the Court first determines  
21 whether a proposed class action settlement deserves preliminary  
22 approval and then, after notice is given to class members,  
23 whether final approval is warranted." Nat'l Rural Telecomms.  
24 Coop. v. DIRECTV, Inc., 221 F.R.D. 523, 525 (C.D. Cal. 2004)  
25 (citing Manual for Complex Litig., Third, § 30.41 (1995)).

26 The Ninth Circuit has declared a strong judicial policy  
27 favoring settlement of class actions. Class Plaintiffs v. City  
28 of Seattle, 955 F.2d 1268, 1276 (9th Cir. 1992). Nevertheless,

1 where, as here, "the parties reach a settlement agreement prior  
2 to class certification, courts must peruse the proposed  
3 compromise to ratify both the propriety of the certification and  
4 the fairness of the settlement." Staton v. Boeing Co., 327 F.3d  
5 938, 952 (9th Cir. 2003).

6 A. Class Certification

7 A class action will be certified only if it meets the  
8 four prerequisites identified in Rule 23(a) and additionally fits  
9 within one of the three subdivisions of Rule 23(b). See  
10 Ontiveros v. Zamora, Civ. No. 2:08-567 WBS DAD, 2014 WL 3057506,  
11 at \*4 (E.D. Cal. July 7, 2014); Fed. R. Civ. P. 23(a)-(b).  
12 Although a district court has discretion in determining whether  
13 the moving party has satisfied each Rule 23 requirement, see  
14 Califano v. Yamasaki, 442 U.S. 682, 701 (1979); Montgomery v.  
15 Rumsfeld, 572 F.2d 250, 255 (9th Cir. 1978), the court must  
16 conduct a rigorous inquiry before certifying a class, see Gen.  
17 Tel. Co. of Sw. v. Falcon, 457 U.S. 147, 161 (1982); E. Tex.  
18 Motor Freight Sys. v. Rodriguez, 431 U.S. 395, 403-05 (1977).

19 1. Rule 23(a) Requirements

20 Rule 23(a) restricts class actions to cases where:

21 (1) the class is so numerous that joinder of all  
22 members is impracticable; (2) there are questions of  
23 law or fact common to the class; (3) the claims or  
24 defenses of the representative parties are typical of  
the claims or defenses of the class; and (4) the  
representative parties will fairly and adequately  
protect the interests of the class.

25 Fed. R. Civ. P. 23(a). These requirements are more commonly  
26 referred to as numerosity, commonality, typicality, and adequacy  
27 of representation.

28 In its Preliminary Approval Order, the court found that

1 the class satisfied these requirements, (Apr. 18, 2016 Order at  
2 3-9), and the court is unaware of any changes that would alter  
3 its analysis.

4           2. Rule 23(b)

5           An action that meets all the prerequisites of Rule  
6 23(a) may be certified as a class action only if it also  
7 satisfies the requirements of one of the three subdivisions of  
8 Rule 23(b). Leyva v. Medline Indus. Inc., 716 F.3d 510, 512 (9th  
9 Cir. 2013). Plaintiff seeks certification under Rule 23(b)(3),  
10 which provides that a class action may be maintained only if (1)  
11 "the court finds that questions of law or fact common to class  
12 members predominate over questions affecting only individual  
13 members" and (2) "that a class action is superior to other  
14 available methods for fairly and efficiently adjudicating the  
15 controversy." Fed. R. Civ. P. 23(b)(3).

16           In its Preliminary Approval Order, the court found that  
17 both prerequisites were satisfied. (Apr. 18, 2016 Order at 9-  
18 10.) The court is unaware of any changes that would affect this  
19 conclusion. Accordingly, since the settlement class satisfied  
20 both Rule 23(a) and 23(b)(3), the court will grant plaintiff's  
21 motion for final certification of the settlement class.

22           3. Rule 23(c)(2) Notice Requirements

23           If the court certifies a class under Rule 23(b)(3), it  
24 "must direct to class members the best notice that is practicable  
25 under the circumstances, including individual notice to all  
26 members who can be identified through reasonable effort." Fed.  
27 R. Civ. P. 23(c)(2)(B). Rule 23(c)(2) governs both the form and  
28 content of a proposed notice. See Ravens v. Iftikar, 174 F.R.D.

1 651, 658 (N.D. Cal. 1997) (citing Eisen v. Carlisle & Jacquelin,  
2 417 U.S. 156, 172-77 (1974)). Although that notice must be  
3 "reasonably certain to inform the absent members of the plaintiff  
4 class," actual notice is not required. Silber v. Mabon, 18 F.3d  
5 1449, 1454 (9th Cir. 1994) (citation omitted).

6 In this case, the court-appointed claims administrator,  
7 ILYM, mailed notice to 1,593 class members on May 9, 2016, after  
8 checking the names and addresses against the National Change of  
9 Address database maintained by the United States Postal Service  
10 and updating any changed addresses. (Mullins Decl. ¶¶ 7-8  
11 (Docket No. 87-3).) One hundred sixty notice packets were  
12 returned and ILYM located updated addresses and re-mailed the  
13 packets. (Id. at ¶ 9.) Only nine notices were deemed  
14 undeliverable. (Id.)

15 The notice explained the proceedings; defined the scope  
16 of the class; informed the class members of the claim form  
17 requirement and the binding effect of the class action; described  
18 the procedure for opting out and objecting; and provided the time  
19 and date of the final fairness hearing. (Id. Ex. A, Notice.) In  
20 addition, the parties modified the text box on page two of the  
21 notice entitled, "YOUR LEGAL RIGHTS AND OPTIONS IN THIS LAWSUIT,"  
22 to make it clear that class members must submit a claim form in  
23 order to receive a settlement check, pursuant to this court's  
24 instructions at the preliminary approval hearing. (Id. at 2;  
25 Workman Decl. in Support of Pl.'s Mot. for Final Approval ¶ 7  
26 (Docket No. 87-2).)

27 Accordingly, the court finds that the content of the  
28 notice was reasonably certain to inform the class members of the

1 terms of the settlement agreement and the method used was the  
2 best form of notice available under the circumstances. See Fed.  
3 R. Civ. P. 23(c)(2)(B); see also Churchill Vill., L.L.C. v. Gen.  
4 Elec., 361 F.3d 566, 575 (9th Cir. 2004) ("Notice is satisfactory  
5 if it 'generally describes the terms of the settlement in  
6 sufficient detail to alert those with adverse viewpoints to  
7 investigate and to come forward and be heard.'" (citation  
8 omitted)).

9 B. Rule 23(e): Fairness, Adequacy, and Reasonableness of  
10 Proposed Settlement

11 Having determined class treatment to be warranted, the  
12 court must now determine whether the terms of the parties'  
13 settlement appear fair, adequate, and reasonable. See Fed. R.  
14 Civ. P. 23(e)(2); Hanlon, 150 F.3d at 1026. This process  
15 requires the court to "balance a number of factors," including:

16 the strength of the plaintiff's case; the risk,  
17 expense, complexity, and likely duration of further  
18 litigation; the risk of maintaining class action status  
19 throughout the trial; the amount offered in settlement;  
20 the extent of discovery completed and the stage of the  
21 proceedings; the experience and views of counsel; the  
22 presence of a governmental participant; and the  
23 reaction of the class members to the proposed  
24 settlement.

21 Hanlon, 150 F.3d at 1026.

22 1. Strength of Plaintiff's Case

23 An important consideration is the strength of  
24 plaintiff's case on the merits balanced against the amount  
25 offered in the settlement. DIRECTV, 221 F.R.D. at 526. The  
26 district court, however, is not required to reach any ultimate  
27 conclusions on the merits of the dispute, "for it is the very  
28 uncertainty of outcome in litigation and avoidance of

1 wastefulness and expensive litigation that induce consensual  
2 settlements.” Officers for Justice v. Civil Serv. Comm’n of the  
3 City & Cnty. of SF, 688 F.2d 615, 625 (9th Cir. 2004).

4           The settlement terms compare favorably to the  
5 uncertainties with respect to liability in this case. If the  
6 case had not settled, defendant would have opposed any class  
7 certification request and continued to insist that it properly  
8 reimbursed class members for all expenses incurred on the job.  
9 (Pl.’s Mot. at 12.) Defendant also disagreed with this court’s  
10 October 6, 2015 Order granting plaintiff partial summary judgment  
11 on her wage statement claim, as was evidenced by defendant’s  
12 unsuccessful motion for reconsideration and motion for  
13 certification of the Order for interlocutory appeal, (Docket Nos.  
14 48-49), and made clear its intention to appeal any final judgment  
15 in plaintiff’s favor. (Pl.’s Mot. at 12.)

16           In comparing the strength of plaintiff’s case with the  
17 proposed settlement, the court finds that the proposed settlement  
18 is a fair resolution of the issues in this case.

19           2. Risk, Expense, Complexity, and Likely Duration of  
20           Further Litigation

21           Further litigation could greatly delay resolution of  
22 this case and increase expenses. Prior to any judgment, the  
23 parties would have had to litigate class certification, which  
24 would have required additional discovery, time, and expense.  
25 (Id. at 13.) In addition, defendant planned to appeal any final  
26 judgment in plaintiff’s favor. (Id.) This weighs in favor of  
27 settlement of the action.

28           3. Risk of Maintaining Class Action Status Throughout

1                    Trial

2                    If the case proceeded to trial, plaintiff would have a  
3 strong chance of certifying the class given the court's  
4 certification for the purposes of settlement. Plaintiff,  
5 however, acknowledges a risk that defendant would have defeated  
6 class certification on the reimbursement claim. (Id. at 12-13.)  
7 Accordingly, this factor also favors approval of the settlement.

8                    4. Amount Offered in Settlement

9                    In assessing the amount offered in settlement, "[i]t is  
10 the complete package taken as a whole, rather than the individual  
11 component parts, that must be examined for overall fairness."  
12 Officers for Justice, 688 F.2d at 628. "It is well-settled law  
13 that a cash settlement amounting to only a fraction of the  
14 potential recovery will not per se render the settlement  
15 inadequate or unfair." Id.

16                    The gross settlement amount in this case is \$2.7  
17 million and about \$1.6 million of the total fund will be  
18 distributed to class members, after the incentive award,  
19 attorney's fees, and costs are deducted. (Id. at 14.) Each of  
20 the 831 class members who submitted a claim form will receive a  
21 settlement check based on the number of workweeks he or she was  
22 employed by defendant during the class period.<sup>1</sup> (Mullins Decl. ¶  
23 11, Ex. A, Notice.) The average amount class members will  
24 receive is \$1,470.68 and the highest award is \$4,280.01. (Id.)  
25 Plaintiff's anticipated award is \$1,552.39. (Id.) No money from  
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27                    <sup>1</sup> Sixty-nine class members submitted claim forms after  
28 the June 8, 2016 deadline but both parties agreed to accept the  
late claims. (Suppl. Workman Decl. ¶ 2 (Docket No. 88-1).)



1 the class fund will revert to defendant and, as a result, the  
2 claims administrator estimates that there will be \$458,728.15  
3 remaining for distribution after the 831 claims are paid. (Id.;  
4 Suppl. Mullins Decl. ¶ 3 (Docket No. 88).) This amount will also  
5 be distributed on a workweek basis and the average additional  
6 amount each class member will receive is \$552. (Suppl. Mullins  
7 Decl. ¶ 3.)

8 While the \$2.7 million settlement is on the lower end  
9 of the range of potential recovery for this case--the damage  
10 calculation experts hired by plaintiff estimated that the range  
11 is between \$2.5 million and \$11.7 million--class members will  
12 receive substantial cash awards rather than coupons or nominal  
13 awards. (Pl.'s Mot. at 14.) Class members will also be able to  
14 avoid the significant risks and costs associated with further  
15 litigation. Accordingly, the settlement amount is adequate and  
16 fair.

17 5. Extent of Discovery and the State of Proceedings

18 A settlement that occurs in an advanced stage of the  
19 proceeding indicates the parties carefully investigated the  
20 claims before reaching a resolution. Alberto v. GMRI, Inc., Civ.  
21 No. 07-1895 WBS DAD, 2008 WL 4891201, at \*9 (E.D. Cal. Nov. 12,  
22 2008). The parties in this case conducted a significant amount  
23 of discovery, took depositions, participated in two full  
24 mediations, and fully briefed motions and cross-motions for  
25 summary judgment before reaching a settlement. (Pl.'s Mot. at  
26 15.) The parties' investigation of the claims through formal  
27 discovery, informal discovery, and mediation weigh in favor of  
28 settlement.

1           6. Experience and Views of Counsel

2           Plaintiff's counsel has extensive experience litigating  
3 class actions, particularly those involving employment law and  
4 wage and hour enforcement. (Workman Decl. in Support of Pl.'s  
5 Mot. for Final Approval ¶¶ 13-14.) Based on her experience,  
6 plaintiff's counsel believes the proposed settlement is fair,  
7 reasonable, and adequate to the class members. (Id. ¶ 9.) The  
8 court gives considerable weight to class counsel's opinions  
9 regarding the settlement due to counsel's experience and  
10 familiarity with the litigation. Alberto, 2008 WL 4891201, at  
11 \*10. This factor supports approval of the settlement agreement.

12           7. Presence of Government Participant

13           No governmental entity participated in this matter;  
14 this factor, therefore, is irrelevant to the court's analysis.

15           8. Reaction of the Class Members to the Proposed  
16           Settlement

17           Notice of the settlement was sent to 1,593 class  
18 members and only seven class members submitted requests for  
19 exclusion prior to the June 8, 2016 deadline. (Mullins Decl. ¶  
20 10.) No class members have objected. (Id.) "It is established  
21 that the absence of a large number of objections to a proposed  
22 class action settlement raises a strong presumption that the  
23 terms of a proposed class settlement action are favorable to the  
24 class members." DIRECTV, 221 F.R.D. at 529. Accordingly, this  
25 factor weighs in favor of the court's approval of the settlement.

26           9. Conclusion

27           Having considered the foregoing factors, the court  
28 finds the settlement is fair, adequate, and reasonable pursuant

1 to Rule 23(e).

2 B. Attorney's Fees

3 Federal Rule of Civil Procedure 23(h) provides, "[i]n a  
4 certified class action, the court may award reasonable attorney's  
5 fees and nontaxable costs that are authorized by law or by the  
6 parties' agreement." If a negotiated class action settlement  
7 includes an award of attorney's fees, that fee award must be  
8 evaluated in the overall context of the settlement. Knisley v.  
9 Network Assocs., 312 F.3d 1123, 1126 (9th Cir. 2002); Monterrubio  
10 v. Best Buy Stores, L.P., 291 F.R.D. 443, 455 (E.D. Cal. 2013)  
11 (England, J.). The court "ha[s] an independent obligation to  
12 ensure that the award, like the settlement itself, is reasonable,  
13 even if the parties have already agreed to an amount." In re  
14 Bluetooth Headset Prods. Liab. Litig., 654 F.3d 935, 941 (9th  
15 Cir. 2011).

16 Plaintiff's counsel requests \$891,000 in attorney's  
17 fees for 1,541.58 hours of attorney and paralegal work on this  
18 case. (Pl.'s Mot. for Att'y's Fees at 1 (Docket No. 86-1).)  
19 Plaintiff also requests \$87,534.60 in costs. (Id. at 1.) The  
20 parties negotiated the agreed-upon attorney's fees and costs  
21 after reaching an agreement on the total settlement fund amount.  
22 (Id. at 10.) Defendant agreed not to oppose a request for  
23 attorney's fees that did not exceed 33% of the settlement and  
24 costs that did not exceed \$90,000. (Id.) The attorney's fees  
25 requested by plaintiff constitute 33% of the total settlement  
26 fund and are slightly above the lodestar figure of \$829,533,  
27 which plaintiff calculated based on hourly rates of \$650 for  
28 partners, \$350 for associates, and \$150 for paralegals.

1 Plaintiff's counsel submitted detailed time sheets justifying the  
2 hours worked on this case. (Workman Decl. to Mot. for Attn'y's  
3 Fees Ex. B (Docket No. 86-5).)

4 While such substantial hourly rates might not have been  
5 accepted by the court under different circumstances, the court  
6 finds plaintiff's counsel's request for attorney's fees and costs  
7 in the agreed-upon amount of \$978,534.60 reasonable given her  
8 exceptional handling of this case. Plaintiff's counsel has  
9 demonstrated exceptional advocacy skills both at the hearing for  
10 the cross-motions for summary judgment and the preliminary  
11 approval hearing. Furthermore, plaintiff's counsel was able to  
12 prevail on a highly contested issue on summary judgment and to  
13 resolve the case in a manner that significantly benefits class  
14 members. Both because of plaintiff's counsel's able advocacy and  
15 the substantial awards the class members will receive in this  
16 case, the court will grant the requested fees and costs.

17 D. Incentive Payment to Named Plaintiff

18 The court may award "reasonable incentive payments" to  
19 named plaintiffs "to compensate class representatives for work  
20 done on behalf of the class, to make up for financial or  
21 reputational risk undertaken in bringing the action, and,  
22 sometimes, to recognize their willingness to act as a private  
23 attorney general." Davis v. Brown Shoe Co., Inc., Civ. No. 1:13-  
24 01211 LJO BAM, 2015 WL 6697929, at \*11 (E.D. Cal. Nov. 3, 2015).  
25 In assessing the reasonableness of incentive payments, the court  
26 should consider "the actions the plaintiff has taken to protect  
27 the interests of the class, the degree to which the class has  
28 benefitted from those actions" and "the amount of time and effort

1 the plaintiff expended in pursuing the litigation.” Staton, 327  
2 F.3d at 977 (citation omitted). The court must balance “the  
3 number of named plaintiffs receiving incentive payments, the  
4 proportion of the payments relative to the settlement amount, and  
5 the size of each payment.” Id. In the Ninth Circuit, an  
6 incentive award of \$5,000 is presumptively reasonable. Davis,  
7 2015 WL 6697929, at \*11.

8           The class representative in this case seeks an  
9 incentive payment of \$7,500. (Pl.’s Mot. for Att’y’s Fees at 6.)  
10 While the award amount is higher than the \$5,000 award found to  
11 be presumptively reasonable in the Ninth Circuit, it is  
12 proportionate to the substantial settlement awards the class  
13 members stand to receive. As discussed above, unlike in cases in  
14 which class members receive nominal settlement awards, discounts,  
15 or coupons, the class members in this case will receive an  
16 average of \$1,470.68, with a high of 4,280.01. Plaintiff is  
17 anticipated to receive an award of \$1,552.39. The requested  
18 incentive award of \$7,500 represents only 0.004% of the total  
19 \$1.6 million available for distribution to class members.

20           In addition, the award fairly compensates plaintiff for  
21 the significant time and resources she committed to pursuing this  
22 case and representing the class. Plaintiff has dedicated at  
23 least forty hours to this case--traveling from Stockton to San  
24 Francisco to consult with and assist her attorney; traveling from  
25 Stockton to Sacramento for her deposition; assisting in answering  
26 document requests, interrogatories, and requests for admissions;  
27 searching for documents and requested information; and making  
28 herself available to answer any potential questions during the

1 depositions and mediation sessions. (Garnett Decl. ¶ 10 (Docket  
2 No. 80-2).) In addition, plaintiff agreed to act as a private  
3 attorney general under California Labor Code section 2698 and  
4 risked her own reputation and future employment prospects by  
5 bringing a suit against her former employer. Lastly, plaintiff  
6 also agreed to a more expansive release of all claims against  
7 defendant than the other class members and a covenant not to sue.  
8 (Suppl. Workman Decl. Ex. A, Joint Stipulation and Agreement of  
9 Compromise and Settlement of Class Action ("Settlement  
10 Agreement") ¶ 8.2.4 (Docket No. 81).)

11 The court therefore finds that the incentive payment is  
12 reasonable and fairly compensates plaintiff for the work done on  
13 behalf of the class and the financial and reputational risks  
14 undertaken.

### 15 III. Conclusion

16 Based on the foregoing, the court grants final  
17 certification of the settlement class and approves the settlement  
18 set forth in the settlement agreement as fair, reasonable, and  
19 adequate. Consummation of the settlement agreement is therefore  
20 approved. The settlement agreement shall be binding upon all  
21 participating class members who did not exclude themselves.

22 IT IS THEREFORE ORDERED that plaintiff's motions for  
23 final approval of the class and class action settlement and for  
24 reasonable attorney's fees, expenses, and an incentive award  
25 (Docket Nos. 86, 87) be, and the same hereby is, GRANTED.

26 IT IS FURTHER ORDERED THAT:

- 27 (1) solely for the purpose of this settlement, and pursuant  
28 to Federal Rule of Civil Procedure 23, the court hereby

1 certifies the following subclasses:

- 2 - Wage Statement Settlement Class: All employees who  
3 worked as sales representatives for defendant from  
4 October 1, 2010 to April 18, 2016.
- 5 - Vehicle Expense Reimbursement Class: All employees  
6 who worked as sales representatives for defendant  
7 from October 1, 2010 to April 18, 2016 and employees  
8 who worked for defendant as sales managers from July  
9 1, 2013 to April 18, 2016.

10 Specifically, the court finds that:

- 11 (a) the settlement class members are so numerous that  
12 joinder of all settlement class members would be  
13 impracticable;
- 14 (b) there are questions of law and fact common to the  
15 settlement class which predominate over any  
16 individual questions;
- 17 (c) claims of the named plaintiff are typical of the  
18 claims of the settlement class;
- 19 (d) the named plaintiff and plaintiff's counsel have  
20 fairly and adequately represented and protected the  
21 interests of the settlement class; and
- 22 (e) a class action is superior to other available  
23 methods for the fair and efficient adjudication of  
24 the controversy.
- 25 (2) the court appoints the named plaintiff, Shirley Garnett,  
26 as representative of the class and finds that she meets  
27 the requirements of Rule 23;
- 28 (3) the court appoints Robin Workman and Aviva Roller,

1 Workman Law Firm, 177 Post Street, Suite 900, San  
2 Francisco, CA, 94108, as counsel to the settlement class  
3 and finds that counsel meet the requirements of Rule 23;  
4 (4) the settlement agreement's plan for class notice is the  
5 best notice practicable under the circumstances and  
6 satisfies the requirements of due process and Rule 23.  
7 The plan is approved and adopted. The notice to the  
8 class complies with Rule 23(c)(2) and Rule 23(e) and is  
9 approved and adopted;

10 (5) having found that the parties and their counsel took  
11 appropriate efforts to locate and inform all putative  
12 class members of the settlement, and given that no class  
13 members filed an objection to the settlement, the court  
14 finds and orders that no additional notice to the class  
15 is necessary;

16 (6) as of the date of the entry of this Order, plaintiff and  
17 all class members who have not timely opted out hereby do  
18 and shall be deemed to have expressly waived and  
19 relinquished all claims, charges, complaints, liens,  
20 demands, causes of action, obligations, damages and  
21 liabilities, that each class member had, now has, or may  
22 hereafter claim to have against the released parties,  
23 arising at any time during the settlement class period,  
24 out of, or relating in any way to, the facts, legal  
25 theories, and alleged causes of action in the present  
26 case (as defined by paragraph 8.2.3 of the settlement  
27 agreement);

28 (7) plaintiff's counsel is entitled to fees and costs in the



1 amount of \$978,534.60;

2 (8) the named plaintiff is entitled to an incentive payment  
3 of \$7,500; and

4 (9) this action is dismissed with prejudice; however, without  
5 affecting the finality of this Order, the court shall  
6 retain continuing jurisdiction over the interpretation,  
7 implementation, and enforcement of the settlement  
8 agreement with respect to all parties to this action and  
9 their counsel of record.

10 The clerk is instructed to enter judgment accordingly.

11 Dated: June 27, 2016



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12 WILLIAM B. SHUBB  
13 UNITED STATES DISTRICT JUDGE  
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