

United States District Court
Northern District of California

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

JAMIE MADRIGAL MENDEZ,
Plaintiff,
v.
C-TWO GROUP, INC., et al.,
Defendants.

Case No. [13-cv-05914-HSG](#)

**ORDER GRANTING MOTION FOR
FINAL APPROVAL OF CLASS
ACTION SETTLEMENT AND MOTION
FOR COSTS**

Re: Dkt. No. 114, 115

Pending before the Court is the unopposed motion for final approval of class action settlement filed by Plaintiff Jamie Mendez (“Plaintiff”), individually and on behalf of the settlement class as defined herein, Dkt. No. 115, as well as Plaintiff’s unopposed motion for an incentive award and reimbursement of costs, Dkt. No. 114. Plaintiff filed suit against Defendants C-Two Group, Inc. and C&L Associates, Inc. (collectively, “Defendants”) for violating the Telephone Consumer Protection Act, 47 U.S.C. § 227, *et seq.* (“TCPA”) by allegedly sending marketing text messages to Plaintiff and the putative class using an automatic telephone dialing system (“ATDS”). The parties have reached a settlement regarding Plaintiff’s claim and now seek required court approval of the proposed class settlement. Having carefully considered the arguments of the parties, the Court **GRANTS** Plaintiff’s motions for the reasons set forth below.

I. BACKGROUND

A. Factual Allegations and Procedural History

Plaintiff filed her initial complaint, on behalf of herself and others similarly situated, in San Francisco Superior Court on November 5, 2013. Dkt. No. 1 at 2. The defendants named in that complaint jointly removed the action to this Court shortly thereafter. *Id.* Plaintiff then filed a first amended class action complaint, which, on motion, the Court dismissed for failure to state a claim under Federal Rule of Civil Procedure 12(b)(6). Dkt. Nos. 9, 23 & 36. With leave of the

1 Court, Dkt. No. 40, Plaintiff filed the operative second amended class action complaint against
2 Defendants, alleging that they sent her unsolicited and nonconsensual text messages that sought
3 her patronage at a nightclub in San Francisco called Infusion Lounge (“Infusion Lounge”) for over
4 two years. Dkt. No. 41 ¶¶ 13-14. Plaintiff argues that this conduct violated Section 227 of the
5 TCPA, which proscribes, in relevant part, using an ATDS to contact someone in the United States
6 on their telephone without prior express consent. *Id.* ¶¶ 27-28. On that basis, Plaintiff sought
7 compensatory and punitive damages, injunctive relief, and attorneys’ fees and costs. *Id.* at 7-8.
8 Defendants answered the complaint on August 5, 2014. Dkt. No. 48.

9 On March 13, 2015, Plaintiff moved for class certification. Dkt. No. 64. Defendants
10 jointly opposed, Dkt. No. 68, and Plaintiff replied, Dkt. No. 72. On June 2, 2015, the Court
11 certified the following litigation class pursuant to FRCP 23(b)(3), Dkt. No. 75: “All individuals
12 who entered their contact information online through Infusion Lounge’s website and were sent a
13 text message from SMS Short Code 99158 that referenced the Infusion Lounge from November 5,
14 2009 through October 15, 2013.” Dkt. No. 75. On December 10, 2015, the Court issued an
15 accompanying Order Certifying Class stating the Court’s reasoning for certifying the class in
16 further detail. Dkt. No. 92.

17 Plaintiff filed a motion for preliminary approval of class action settlement on August 26,
18 2016, *see* Dkt. No. 104, which the Court granted on March 27, 2017, *see* Dkt. No. 112. Plaintiff
19 now seeks final approval of the settlement. Dkt. No. 115.

20 **B. Overview of the Proposed Settlement**

21 The parties executed a class action settlement agreement detailing the provisions of the
22 proposed settlement. Dkt. No. 104, Ex. A. Following the October 27, 2016 hearing, Plaintiff filed
23 an updated settlement agreement, which altered the definition of the term “settlement certificates.”
24 *See* Dkt. No. 108-1, Ex. 3. On March 21, 2017, the Court advised the parties of additional
25 deficiencies in the settlement agreement, Dkt. No. 110, and Plaintiff filed a second revised
26 settlement agreement on March 24, 2017, Dkt. No. 111-2, Ex. A (“SA”). The key terms are as
27 follows:

28 Settlement Class: All individuals who entered their contact information online through

1 Infusion Lounge’s website and were sent a text message from SMS Short Code 99158 that
2 referenced the Infusion Lounge from November 5, 2009 through October 15, 2013. SA ¶ 1.26.

3 Relief: Each class member will be directly issued a settlement certificate valued at \$10 that
4 can be redeemed for one-time free entry into the Infusion Lounge on any Wednesday, Thursday,
5 Friday, or Saturday on which the Infusion Lounge is open to the public. SA ¶ 1.12. The
6 certificates will be freely transferrable, may not be redeemed for cash, may not be used for
7 anything other than entry into the club, are not gift cards, may only be used once, may be declared
8 void if a valid code is not included on the certificate, and shall expire 365 days after issuance. *Id.*
9 Codes will be directly disseminated to class members following final approval. Mot. at 5. Class
10 members will not need to submit a claim form. *Id.*

11 Class Certification, Representative, and Counsel: The Court previously certified the class
12 identified here and granted Plaintiff’s request for appointment as class representative and
13 Plaintiff’s attorneys as class counsel. *See* Dkt. No. 92.

14 Attorneys’ Fees and Costs: The agreement authorizes class counsel to apply to the Court
15 for an award of costs incurred in litigating this case not to exceed \$6,500. SA ¶ 8.1. Class
16 counsel shall not seek an award of attorneys’ fees. *Id.* Defendants agree not to oppose a request
17 for costs less than or equal to \$6,500. *Id.*

18 Settlement Administration Costs: Defendants will pay the settlement administrator for all
19 costs associated with the settlement, including providing notice, maintaining the settlement
20 website and arranging for the issuance of the settlement certificates. *Id.* ¶ 2.2, 4.2. The parties
21 estimate that the cost of administering the settlement will be \$7,000. *Id.* ¶ 2.2.

22 Incentive Award: The agreement authorizes the named Plaintiff to seek a \$500 incentive
23 award for her participation in this lawsuit, which Defendants do not oppose. SA ¶ 8.3-8.4.

24 Unclaimed Settlement Funds: The agreement provides that unclaimed settlement
25 certificates shall expire 365 days after issuance. *Id.* ¶ 1.12.

26 Class Notice: A third-party settlement administrator will establish a settlement website
27 within 21 days and send class notice via direct email within 30 days of the Court’s entry of an
28 order granting the motion for preliminary approval. *Id.* ¶ 4.2. The parties attached a revised copy

1 of their proposed class notice to their revised settlement agreement. *See* Dkt. No. 111-2, Exs. 1, 2.

2 Opt-Out Procedure: Any putative class member who does not wish to participate in the
3 settlement may either (1) opt out via the settlement website, or (2) mail back an opt-out form that
4 will be included in the class notice. SA ¶ 4.5.

5 Release: Class members who do not opt out of the class will release

6 [A]ny and all actual, potential, filed, known or unknown, fixed or
7 contingent, claimed or unclaimed, suspected or unsuspected, claims,
8 demands, liabilities, rights, causes of action, contracts or
9 agreements, extracontractual claims, damages, punitive, exemplary
10 or multiplied damages, expenses, costs, attorneys’ fees and/or
11 obligations (including “Unknown Claims” as defined below),
12 whether in law or in equity, accrued or unaccrued, direct, individual
13 or representative, of every nature and description whatsoever,
14 whether based on the TCPA or other federal, state, local, statutory or
15 common law or any other law, rule or regulation, including the law
16 of any jurisdiction outside the United States, against the Released
17 Parties, or any of them, arising out of the facts, transactions, events,
18 matters, occurrences, acts, disclosures, statements, representations,
19 omissions or failures to act regarding the alleged receipt of text
20 messages sent by or on behalf of C-TWO and C&L during the Class
21 Period, including all claims that were brought or could have been
22 brought in the Action, belonging to any and all Releasing Parties.

23 *Id.* ¶ 1.21.

24 **II. ANALYSIS**

25 **A. Final Settlement Approval**

26 **i. Class Certification**

27 Final approval of a class action settlement requires, as a threshold matter, an assessment of
28 whether the class satisfies the requirements of Federal Rule of Civil Procedure 23(a) and
(b). *Hanlon v. Chrysler Corp.*, 150 F.3d 1011, 1019–1022 (9th Cir. 1998). Because no facts that
would affect the Court’s reasoning have changed since the Court approved the class on December
10, 2015, this order incorporates by reference its prior analysis under Rules 23(a) and (b) as set
forth in the Order Certifying Class. *See* Dkt. No 92. The Court affirms its previous findings and
certifies the settlement class.

ii. The Settlement

 “The claims, issues, or defenses of a certified class may be settled . . . only with the court’s

1 approval.” Fed. R. Civ. P. 23(e). The Court may finally approve a class settlement “only after a
2 hearing and on finding that it is fair, reasonable, and adequate.” Fed. R. Civ. P. 23(e)(2); *Officers*
3 *for Justice v. Civil Serv. Comm’n of the City and Cnty. of San Francisco*, 688 F.2d 615, 625 (9th
4 Cir. 1982) (“The district court’s role in evaluating a proposed settlement must be tailored to fulfill
5 the objectives outlined above. In other words, the court’s intrusion upon what is otherwise a
6 private consensual agreement negotiated between the parties to a lawsuit must be limited to the
7 extent necessary to reach a reasoned judgment that the agreement is not the product of fraud or
8 overreaching by, or collusion between, the negotiating parties . . .”). To assess whether a
9 proposed settlement comports with Rule 23(e), the Court “may consider some or all” of the
10 following factors: (1) the strength of plaintiff’s case; (2) the risk, expense, complexity, and likely
11 duration of further litigation; (3) the risk of maintaining class action status throughout the trial;
12 (4) the amount offered in settlement; (5) the extent of discovery completed, and the stage of the
13 proceedings; (6) the experience and views of counsel; (7) the presence of a governmental
14 participant; and (8) the reaction of the class members to the proposed settlement. *Rodriguez v.*
15 *West Publ’g Corp.*, 563 F.3d 948, 963 (9th Cir. 2009); *see also Hanlon*, 150 F.3d at 1026. “The
16 relative degree of importance to be attached to any particular factor” is case specific. *Officers for*
17 *Justice*, 688 F.2d at 625.

18 In addition, “[a]dequate notice is critical to court approval of a class settlement under Rule
19 23(e).” *Hanlon*, 150 F.3d at 1025. As discussed below, the Court finds that the proposed
20 settlement is fair, adequate, and reasonable, and that class members received adequate notice.

21 a. Adequacy of Notice

22 Under Federal Rule of Civil Procedure 23(e), the Court “must direct notice in a reasonable
23 manner to all class members who would be bound by the proposal.” Fed. R. Civ. P. 23(e)(1).
24 Rule 23(c)(2)(B) requires “the best notice that is practicable under the circumstances, including
25 individual notice to all members who can be identified through reasonable effort.” The notice
26 must “clearly and concisely state in plain, easily understood language” the nature of the action, the
27 class definition, and the class members’ right to exclude themselves from the class. Fed. R. Civ.
28 P. 23(c)(2)(B). Although Rule 23 requires that reasonable efforts be made to reach all class

1 members, it does not require that each class member actually receive notice. *See Rannis v.*
2 *Recchia*, 380 F. App'x 646, 650 (9th Cir. 2010) (noting that “due process requires reasonable
3 effort to inform affected class members through individual notice, not receipt of individual
4 notice”).

5 The Court finds that the notice and notice plan previously approved by the Court, Dkt. No.
6 112 at 9-10, was implemented and complies with Rule 23(c)(2)(B). The Court ordered that third-
7 party settlement administrator, Phoenix Settlement Administrators¹ (“PSA”), send class notice via
8 email to each class member at their last known email address, as provided by Defendants. *Id.* In
9 addition, the Court ordered Phoenix to develop, host, administer, and maintain a dedicated
10 settlement website within 21 days of preliminary approval. *Id.* PSA states that class notice was
11 provided as directed, with the establishment of a settlement website on April 17, 2017, and a total
12 of 4,876² emails sent to class members on April 26, 2017. *See* Dkt. No. 114-3 ¶¶ 6-7. Of the
13 4,876 emails disseminated, 569 notices were returned as undeliverable, meaning that 4,307 or
14 88.3% of the notices sent were successfully delivered. Dkt. No. 114-3 ¶ 8. The parties received
15 no objections to the settlement and no requests for exclusion from the settlement. Dkt. No. 116
16 ¶¶ 3-4. In light of these facts, the Court finds that the parties have sufficiently provided the best
17 practicable notice to the class members.

18 b. Fairness, Adequacy, and Reasonableness

19 Having found the notice procedures adequate under Rule 23(e), the Court next considers
20 whether the entire settlement comports with Rule 23(e).

21 1. Strength of Plaintiff’s Case and Risk of Further Litigation

22 Approval of a class settlement is appropriate when plaintiffs must overcome significant
23 barriers to make their case. *Chun-Hoon v. McKee Foods Corp.*, 716 F. Supp. 2d 848, 851 (N.D.
24 Cal. 2010). Courts “may presume that through negotiation, the Parties, counsel, and mediator
25

26 ¹ In Plaintiff’s motion for preliminary approval of class action settlement, Plaintiff referred to PSA
27 as “Phoenix Class Action Administration Solutions.” *See* Dkt. No. 112 at 10.

28 ² While class counsel originally represented that an estimated 4,879 people fell within the class,
see Dkt. No. 104, Lambert Decl. at ¶ 9, PSA has indicated that a total of 4,876 emails were sent to
class members, *see* Dkt. No. 114-3 ¶ 7.

1 arrived at a reasonable range of settlement by considering Plaintiff’s likelihood of recovery.”
2 *Garner v. State Farm Mut. Auto. Ins. Co.*, No. 08-cv-1365-CW, 2010 WL 1687832, at *9 (N.D.
3 Cal. Apr. 22, 2010). Additionally, difficulties and risks in litigating weigh in favor of approving a
4 class settlement. *Rodriguez*, 563 F.3d at 966. “Generally, unless the settlement is clearly
5 inadequate, its acceptance and approval are preferable to lengthy and expensive litigation with
6 uncertain results.” *Ching v. Siemens Indus., Inc.*, No. 11-cv-04838-MEJ, 2014 WL 2926210, at *4
7 (N.D. Cal. June 27, 2014) (quotation omitted).

8 This action reached settlement before the Court had an opportunity to consider the merits
9 of the claims. Yet Plaintiff would likely face substantial hurdles were she to continue litigating.
10 Specifically, there is a substantial possibility that Defendants would prevail on their motion for
11 summary judgment if the proceedings were to continue, given Defendants’ argument that by
12 voluntarily providing Defendants with their phone numbers, Mendez and each member of the class
13 expressly consented to being contacted by Defendants. Dkt. No. 115-1 at 12. Second, Defendants
14 contend that even if the Court denied their motion for summary judgment, they would have
15 pursued decertification of the class “based upon individual issues of consent,” which would have
16 led to protracted litigation. *Id.* In light of Defendants’ apparent willingness to defend against this
17 action and the strength of Defendants’ arguments, Plaintiff would not be guaranteed a favorable
18 result. In reaching a settlement, however, Plaintiff has ensured at least a nominally favorable
19 recovery for the class. *See Rodriguez*, 563 F.3d at 966 (finding litigation risks weigh in favor of
20 approving class settlement). Accordingly, these factors weigh in favor of approving the
21 settlement. *See Ching*, 2014 WL 2926210, at *4 (favoring settlement to protracted litigation).

22 2. Risk of Maintaining Class Action Status

23 In considering this factor, the Court looks to the risk of maintaining class certification if
24 the litigation were to proceed. Certifying a class encompassing approximately 4,876 individuals
25 presents complex issues that could undermine certification. In addition, given Defendants’
26 willingness to pursue decertification of the class, this factor also weighs in favor of settlement.

27 3. Settlement Amount

28 The amount offered in the settlement weighs only slightly in favor of approval. Based on

1 the facts in the record and the parties’ arguments at the preliminary approval and final fairness
2 hearings, the Court finds that the \$10 settlement certificates for one-time free entry into the
3 Infusion Lounge on any Wednesday, Thursday, Friday, or Saturday fall “within the range of
4 reasonableness” in light of the risks and costs of litigation. Despite the Court’s reservations
5 regarding the coupons—discussed at length in the Court’s previous order granting preliminary
6 approval of class action settlement, which the Court incorporates here by reference, *see* Dkt. No.
7 112 at 7-9—the Court finds the settlement appropriate given (1) Plaintiff’s counsel’s
8 acknowledgment of the substantial unlikelihood that Plaintiff would survive Defendants’ motion
9 for summary judgment, Dkt. No. 108 at 2; (2) Plaintiff’s counsel’s desire to “bring[] any value to
10 the class instead of merely getting the class judgment entered against it,” *id.* at 2; and (3) the fact
11 that a similarly *de minimis* TCPA outcome was at least preliminarily approved by another court in
12 this circuit, *see Malta v. Federal Home Loan Mort. Corp.*, 2013 WL 444619, at *7 (S.D. Cal. Deb.
13 5, 2013). This factor thus weighs minimally in favor of approval.

14 4. Extent of Discovery Completed and Stage of Proceedings

15 The Court finds that class counsel had sufficient information to make an informed decision
16 about the merits of the case. *See In re Mego Fin. Corp. Sec. Litig.*, 213 F.3d 454, 459 (9th Cir.
17 2000). “Since the inception of this case the parties exchanged substantial formal and informal
18 discovery with each other, consistently discussed the possibility of settlement, including multiple
19 teleconferences wherein they discussed both the substantive issues of the case as well as their
20 perspectives on a potential resolution of the claims at issue,” and attended “an in-person settlement
21 conference with Judge Westmore.” Dkt. Nos. 104-2 ¶ 8, 114-2 ¶ 7. The Court thus finds that the
22 parties have received, examined, and analyzed information, documents, and materials that
23 sufficiently enabled them to assess the likelihood of success on the merits. This factor weighs in
24 favor of approval.

25 5. Reaction of Class Members

26 The reaction of the class members supports final approval. “[T]he absence of a large
27 number of objections to a proposed class action settlement raises a strong presumption that the
28 terms of a proposed class settlement action are favorable to the class members.” *Nat’l Rural*

1 *Telecomms. Coop. v. DIRECTV, Inc.*, 221 F.R.D. 523, 528–29 (C.D. Cal. 2004); *In re LinkedIn*
2 *User Privacy Litig.*, 309 F.R.D. 573, 589 (N.D. Cal. 2015) (“A low number of opt-outs and
3 objections in comparison to class size is typically a factor that supports settlement approval.”).

4 Class notice, which was served on each class member in accordance with the methods
5 approved by the Court, advised the class of the requirements to object or opt out of the settlement.
6 See Dkt. No. 114-3, Exs. A, B. No objections were received and no class members opted out. See
7 Dkt. No. 116 ¶¶ 3-4. The Court finds that the absence of objections and opt-outs indicates
8 overwhelming support among the class members and weighs in favor of approval. See, e.g.,
9 *Churchill Village LLC v. Gen. Elec.*, 361 F.3d 566, 577 (9th Cir. 2004) (affirming settlement
10 where 45 of approximately 90,000 class members objected); *Rodriguez v. West Publ. Corp.*, Case
11 No. CV05–3222 R, 2007 WL 2827379, at *10 (C.D. Cal. Sept. 10, 2007) (finding favorable class
12 reaction where 54 of 376,301 class members objected).

13 * * *

14 After considering and weighing the above factors, the Court finds that the settlement
15 agreement is fair, adequate, and reasonable, and that the settlement class members received
16 adequate notice. Accordingly, Plaintiffs’ motion for final approval of class action settlement is
17 **GRANTED.**

18 **B. Attorneys’ Fees and Costs**

19 In its second unopposed motion, class counsel asks the Court to approve an award of
20 \$6,500 in costs. Dkt. No. 114-1. Class counsel also seeks a \$500 incentive award for the named
21 Plaintiff for her assistance in this case. *Id.* Class counsel does not seek an award of attorneys’
22 fees, and the \$7,000 incurred in settlement administration costs have been paid directly to PSA by
23 Defendants.

24 **1. Attorneys’ Costs**

25 Class counsel is entitled to recover “those out-of-pocket expenses that would normally be
26 charged to a fee paying client.” *Harris v. Marhoefer*, 24 F.3d 16, 19 (9th Cir. 1994) (quotation
27 omitted). Class counsel seeks reimbursement of \$6,500 in out-of-pocket costs—less than the
28 \$7,627.90 in costs class counsel actually incurred. See Dkt. No. 114-2 ¶ 11.

1 Plaintiff has submitted the declaration of Richard D. Lambert, a managing partner with
 2 class counsel, indicating that class counsel incurred a total of \$7,627.90 in litigation-related costs
 3 and expenses. *Id.* Yet class counsel did not initially itemize their purported travel expenses
 4 incurred during this case to allow the Court to evaluate whether the costs were reasonable and
 5 properly expended. *See Gaudin v. Saxon Mortgage Servs., Inc.*, No. 11-CV-01663-JST, 2015 WL
 6 7454183, at *9 (N.D. Cal. Nov. 23, 2015). Consequently, the Court ordered class counsel to file
 7 an itemization of class counsel’s travel expenses. *See* Dkt. No. 117. Having reviewed the
 8 additional documentation, Dkt. No. 118, the Court is satisfied that these costs were reasonably
 9 incurred and **GRANTS** in full the motion for costs in the amount of \$6,500.

10 **2. Incentive Award**

11 Class counsel requests a service award of \$500 for named Plaintiff, which Defendants have
 12 also agreed to pay, if approved. *See* Dkt. No. 114-1 at 4. “[N]amed plaintiffs . . . are eligible for
 13 reasonable incentive payments.” *Staton*, 327 F.3d at 977; *Rodriguez v. West Publ’g Corp.*, 563
 14 F.3d 948, 958 (9th Cir. 2009) (“Incentive awards are fairly typical in class action cases.”). They
 15 are designed to “compensate class representatives for work done on behalf of the class, to make up
 16 for financial or reputational risk undertaken in bringing the action, and, sometimes, to recognize
 17 their willingness to act as a private attorney general.” *Rodriguez*, 563 F.3d at 958–59.
 18 Nevertheless, the Ninth Circuit has cautioned that “district courts must be vigilant in scrutinizing
 19 all incentive awards to determine whether they destroy the adequacy of the class
 20 representatives” *Radcliffe v. Experian Info. Solutions, Inc.*, 715 F.3d 1157, 1165 (9th Cir.
 21 2013) (quotation omitted). This is particularly true where “the proposed service fees greatly
 22 exceed the payments to absent class members.” *Id.* The district court must evaluate an incentive
 23 award using “relevant factors includ[ing] the actions the plaintiff has taken to protect the interests
 24 of the class, the degree to which the class has benefitted from those actions, . . . [and] the amount
 25 of time and effort the plaintiff expended in pursuing the litigation” *Id.* at 977.

26 Here, the Court finds that Plaintiff added only moderate value to the class. She
 27 participated in several interviews, meetings, and telephone consultations with class counsel to
 28 discuss the facts of the case, as well as case strategy. Dkt. Nos. 114-1 at 4, 114-6 ¶¶ 4-5. She also

1 assisted in researching and reviewing several filings, “responded to written discovery propounded
2 by Defendants, personally attended an all-day settlement conference, and sat for a deposition.”
3 Dkt. No. 114-1 at 5. She estimates spending 34 hours on this case. *Id.* ¶¶ 5-6. The Court also
4 acknowledges that Plaintiff took a risk in pursuing this case, as she risked a potential judgment
5 against her, for which she would have been liable for Defendants’ costs. *See Whiteway v. Fedex*
6 *Kinkos Office and Print Svcs., Inc.*, 2007 U.S. Dist. LEXIS 95398, at *6 (N.D. Cal. 2007).
7 Nevertheless, the Court finds that a \$500 service award is reasonable to compensate Plaintiff,
8 particularly in light of the nominal value of the settlement certificates to the class. Accordingly,
9 class counsel’s request for an incentive award is **GRANTED** in the amount of \$500 for the named
10 Plaintiff.

11 **II. CONCLUSION**

12 For the foregoing reasons it is hereby ordered that:

- 13 1. Plaintiff’s Motion for Final Approval of Class Action Settlement is **GRANTED**.
- 14 2. Plaintiff’s Motion for Reimbursement of Costs is **GRANTED**.
- 15 3. Plaintiff’s Motion for an Incentive Award in the amount of \$500 to be borne by
16 Defendants is **GRANTED**.

17 The parties and settlement administrator are directed to implement this Final Order and the
18 settlement agreement in accordance with the terms of the settlement agreement. The Court directs
19 the Clerk of the Court to enter Final Judgment consistent with this order, and to close the case.
20 The Court retains jurisdiction over the parties to enforce the terms of the judgment.

21 **IT IS SO ORDERED.**

22 Dated: 7/5/2017

23 
24 HAYWOOD S. GILLIAM, JR.
25 United States District Judge
26
27
28