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UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF CALIFORNIA

CARTER POOL,

Plaintiff,

v.

AMERIPARK, LLC,

Defendant.

Case No.: 19cv1103-LAB (WVG)

**FINAL JUDGMENT AND ORDER
GRANTING:**

- 1) MOTION FOR ATTORNEYS' FEES AND COSTS AND CLASS REPRESENTATIVE AWARD [Dkt. 43];**
- 2) FINAL APPROVAL OF CLASS ACTION SETTLEMENT [Dkt. 44]; AND**
- 3) DISMISSAL OF THE ACTION WITH PREJUDICE**

Plaintiff Carter Pool ("Plaintiff" or "Class Representative") filed this putative class action against Defendant Ameripark, LLC (collectively, the "Parties"), alleging that Defendant engaged in a pattern of wage and hour violations against all current and former non-exempt employees of Defendant who worked in the State of California and who performed parking valet duties. Plaintiff brings claims for violations of the California Labor Code, including for claims under the Private

1 Attorneys General Act of 2004, California Labor Code § 2698, *et seq.* (“PAGA”);
2 the Industrial Welfare Commission (“IWC”) Wage Orders; and California Business
3 & Professions Code § 17200, *et seq.*

4 After arm’s-length settlement discussions, the Parties entered into a
5 Stipulation of Class Action and PAGA Representative Action Settlement and
6 Release (“Settlement Agreement”), which, if approved, would resolve this putative
7 class action. (See Dkt. 50, Ex. 1). Currently pending before the Court is Plaintiff’s
8 Unopposed Motion for Final Approval of Class Action Settlement (“Final Approval
9 Motion”), (Dkt. 44), and Plaintiff’s Motion for Approval of Attorneys’ Fees and Costs
10 and Class Representative Award (“Fee Motion”), (Dkt. 43). After consideration of
11 the moving papers, the Court hereby **GRANTS** Final Approval of the Settlement
12 and Plaintiff’s Fee Motion.

13 On March 22, 2021, the Court entered its Order Granting Plaintiff’s Motion
14 For: (1) Preliminary Approval of Class Action Settlement; (2) Provisional
15 Certification of the Settlement Class; (3) Approval of the Class Notice and Notice
16 Plan; (4) Appointment of Class Counsel and Class Representative;
17 (5) Appointment of Settlement Administrator; and (6) Setting a Final Approval
18 Hearing, in which the Court preliminarily approved the Settlement (“Preliminary
19 Approval Order”). (Dkt. 38). The Court also scheduled a hearing to determine
20 whether the Settlement is fair, reasonable, adequate, in the best interest of the
21 Class, and free from collusion such that the Court should grant final approval of
22 the Settlement, and to consider Plaintiff’s motion for an award of attorneys’ fees,
23 costs, and an incentive award for the Class Representative (“Fairness Hearing”).

24 The Court has considered:

- 25 • the points and authorities submitted by Plaintiff in support of the Final
26 Approval Motion;
- 27 • the points and authorities submitted by Plaintiff in support of the Fee
28 Motion;

- 1 • the declarations and exhibits submitted in support of said motions;
- 2 • the Settlement Agreement;
- 3 • the entire record in this proceeding, including but not limited to, the points
- 4 and authorities, declarations, and exhibits submitted in support of
- 5 preliminary approval of the Settlement, filed February 10, 2021;
- 6 • the Notice of Proposed Class Action Settlement (“Notice”), providing full
- 7 and fair notice to the Class Members;
- 8 • the absence of any objection to or exclusion from the Settlement;
- 9 • the absence of any objection or response by any official after the provision
- 10 of all notices required by the Class Action Fairness Act of 2005, 28 U.S.C.
- 11 §1715;
- 12 • the oral presentations of Class Counsel and counsel for Defendant at the
- 13 Fairness Hearing;
- 14 • this Court’s experiences and observations while presiding over this
- 15 matter, and the Court’s file herein; and
- 16 • the relevant law.

17
18 Based upon these considerations and the Court’s findings of fact and
19 conclusions of law as set forth in the Preliminary Approval Order and in this Final
20 Judgment and Order Granting: (1) Motion for Attorneys’ Fees and Costs and Class
21 Representative Award, (2) Final Approval of Class Action Settlement; and
22 (3) Dismissal of the Action with Prejudice (“Final Approval Order”), and good cause
23 appearing, **IT IS HEREBY ORDERED:**

- 24 1) Final Approval of the Settlement, the terms of which are set forth in the
- 25 Settlement Agreement (Dkt. 50, Ex. 1), is **GRANTED**;
- 26 2) The Settlement Class is **CERTIFIED**;
- 27 3) Plaintiff is appointed as Class Representative and the incentive award
- 28 requested in the Fee Motion is **APPROVED**;

- 1 4) The payments to Settlement Administrator ILYM Group, Inc. requested in
2 the Final Approval Motion are **APPROVED**;
- 3 5) GrahamHollis APC is appointed as Class Counsel and the attorneys' fees
4 and costs requested in the Fee Motion and Supplemental Declaration of
5 Graham S.P. Hollis are **APPROVED**;
- 6 6) Plaintiff's claims are **DISMISSED WITH PREJUDICE** in accordance with
7 the terms of this Order.

8 **DISCUSSION**

9 1. **Definitions.** The capitalized terms used in this Final Approval Order
10 shall have the meanings and/or definitions given to them in the Settlement
11 Agreement or, if not defined therein, the meanings and/or definitions given to them
12 in this Final Approval Order.

13 2. **Incorporation of Documents.** The Court has personal jurisdiction
14 over the Parties, the Class Members, and Defendant. The Court has subject matter
15 jurisdiction over this action, including, without limitation, jurisdiction to approve the
16 Settlement, to settle and release all claims alleged in the action and all claims
17 released by the Settlement, including any Released Claims, to adjudicate any
18 objections submitted to the proposed Settlement, and to dismiss this action with
19 prejudice. All Class Members who did not exclude themselves according to the
20 Court's prior orders and the terms of the Class Notice have consented to the
21 jurisdiction of this Court for purposes of this Action and the Settlement of this
22 Action.

23 3. **Jurisdiction.** The Court has subject matter jurisdiction over this
24 Action, including jurisdiction over all claims alleged in the Action, settlement of
25 those claims on a class-wide basis, all claims released by the Settlement, and any
26 objections submitted to the Settlement pursuant to 28 U.S.C. §§ 1132(a) and (d).
27 The Court also has personal jurisdiction over the Parties. As discussed in greater
28 detail below and in the Court's Preliminary Approval Order, the Class Members

1 received adequate notice, had the right to opt out, and were adequately
2 represented by Plaintiff. Accordingly, the Court can and does exercise jurisdiction
3 over those Class Members' claims. *See Phillips Petroleum Co. v. Shutts*, 472 U.S.
4 797, 811–12 (1986) (adequate notice and opportunity to be heard permits courts
5 to exercise jurisdiction over claims of absent class members).

6 **Findings and Conclusions**

7 4. **Definition of the Class and Class Members.** As identified in the
8 Court's Preliminary Approval Order, the "Class" is comprised of the "Class
9 Members," which is defined as follows: all current and former non-exempt
10 employees of Defendant who worked in the State of California and who performed
11 parking valet duties during the Class Period. The Class Period is defined as the
12 period beginning on May 6, 2015, through March 22, 2021.

13 5. **Class Certifications (Rule 23).** Before approving a settlement of
14 class claims, the Court must confirm that the class form is appropriate to the case.
15 Rule 23(a) requires a class to satisfy four prerequisites, generally referred to as
16 numerosity, commonality, typicality, and adequacy of representation. If these are
17 satisfied, the Court must confirm that the action meets one of the class action types
18 enumerated in Rule 23(b)—as relevant here, subsection (3) of that Rule requires
19 that the common questions predominate over individual ones and that a class
20 action be superior to other available methods for fairly and efficiently adjudicating
21 the controversy. Because each of these requirements is met, as discussed below,
22 the Court grants final certification of the Class. All Class Members are subject to
23 this Final Approval Order and the Final Judgment to be entered by the Clerk of
24 Court in accordance herewith.

25 A. **Numerosity.** The proposed Class includes 1,024 Class
26 Members. This is sufficiently numerous that joinder of all members is
27 impracticable, so Rule 23's numerosity requirement is satisfied. Fed. R. Civ. P.
28 23(a)(1).

1 **B. Commonality.** A properly certified class must also have
2 questions of law or fact common to the class members. Fed. R. Civ. P. 23(a)(2).
3 The proposed Class satisfies this requirement. The Class claims relate to
4 Defendant’s general applicable policies concerning overtime pay, wages, meal
5 and rest periods, gratuities owed, and suitable seating for employees.

6 **C. Typicality.** A class can be certified only if the class
7 representative’s claims are typical of the class’s claims. Fed. R. Civ. P. 23(a)(3). A
8 representative’s claims are typical “if they are reasonably co-extensive with those
9 of absent class members; they need not be substantially identical.” *Hanlon v.*
10 *Chrysler Co.*, 150 F.3d 1011, 1020 (9th Cir. 1998) (overruled on other grounds by
11 *Wal-Mart Stores, Inc. v. Dukes*, 564 U.S. 338 (2011)). Plaintiff was allegedly
12 subject to the employment policies that form the basis of the Class claims, and the
13 Court therefore finds that Plaintiff’s claims are reasonably coextensive with those
14 of the Class.

15 **D. Adequacy of Class Representative.** Having considered the
16 factors set forth in Rule 23(g)(1), the Court finds that Plaintiff is an adequate class
17 representative and Class Counsel are adequate to represent the Class. Class
18 Counsel has fully and competently prosecuted all causes of action, claims, theories
19 of liability, and remedies reasonably available to the Class Members. The Court
20 hereby affirms its appointment of GrahamHollis, APC as Class Counsel. The Court
21 also affirms its appointment of Carter Pool as the Class Representative, finding
22 that he possesses no interests adverse to the Class and is adequate to represent
23 the Class.

24 **E. Rule 23(b) Has Been Satisfied.** Having met Rule 23(a)’s
25 prerequisites for class certification, Plaintiff contends that the Class can be certified
26 under Fed. R. Civ. P. 23(b)(3). (See Dkt. 44-2 ¶¶ 98–103). This requires the Court
27 to find that questions of law or fact common to Class Members predominate over
28 any questions affecting only individual members and that class treatment is the

1 superior means to adjudicate Plaintiffs' claims. Fed. R. Civ. P. 23(b)(3). These
2 requirements are satisfied.

3 Predominance can be established by the existence of a company-wide policy
4 or practice. *See, e.g., Duque v. Bank of America*, Case No. SA CV 18-1298 PA
5 (MRWx), 2018 WL 10483813 at *3–4 (C.D. Cal. Dec. 10, 2018). Here, Plaintiff's
6 claims arise from Defendant's allegedly uniform and systematic employment
7 policies applicable to non-exempt employees who performed valet duties. The
8 common questions surrounding these policies predominate this case, and so the
9 predominance requirement is met.

10 The Court must also confirm that the class form is superior to other methods
11 of litigation before certifying a class under Rule 23(b)(3). This inquiry "requires
12 determination of whether the objectives of the particular class action procedure will
13 be achieved in the particular case." *Hanlon*, 150 F.3d at 1023. The "dominant[]"
14 objective of the class form is "vindication of the rights of groups of people who
15 individually would be without effective strength to bring their opponents into court
16 at all. . . . The policy at the very core of the class action mechanism is to overcome
17 the problem that small recoveries do not provide the incentive for any individual to
18 bring a solo action prosecuting his or her rights." *Amchem Prods., Inc. v. Windsor*,
19 521 U.S. 591, 617 (1997) (cleaned up). The Class is composed of 1,024 people,
20 and individualized treatment could result in over one thousand cases that involve
21 the same factual bases and seek to achieve a similar result. Individual cases would
22 likely consume a significant amount of time, effort, and resources, and would also
23 likely deter individual Class Members from pursuing individual claims. The Court
24 finds that class treatment here is superior to other methods of litigation.

25 With the requirements of Rules 23(a) and (b)(3) satisfied, the Court grants
26 final certification of the Class for settlement purposes only.

27 **6. The Settlement.** "Federal Rule of Civil Procedure 23(e) requires
28 district courts to review proposed class action settlements for fairness,

1 reasonable, and adequacy.” *Roes, 1–2 v. SFBSC Mgmt., LLC*, 944 F.3d 1035,
2 1048 (9th Cir. 2019). Because the named Plaintiff, Class Counsel, and Defendant’s
3 Counsel may have incentives inconsistent with the interests of absent class
4 members, the Court must take care to protect the due process rights of those
5 absent class members. And because this incongruity is most pronounced where
6 the settlement comes prior to class certification, “settlement approval requires a
7 higher standard of fairness and a more probing inquiry than may normally be
8 required under Rule 23(e).” *Id.* at 1048–49 (internal quotation marks and citation
9 omitted). The Court must look particularly for evidence of collusion or other
10 conflicts of interest to protect absent class members. *Id.*

11 Applying this standard, the Court finds that the Settlement is fair, reasonable,
12 and adequate to each Class, in light of the complexity, expense, and likely duration
13 of the litigation (including appellate proceedings), as well as the risks involved in
14 establishing liability, damages, and the appropriateness of class treatment through
15 trial and appeal. See *Rodriguez v. West Publ’g Corp.*, 563 F.3d 948, 963 (9th Cir.
16 2009). The Settlement appears to be the result of arm’s-length negotiation and the
17 record doesn’t support a conclusion that the Settlement is the result of either:
18 1) collusion among Plaintiff, Class Counsel, and Defendant; or 2) conflicts of
19 interest between Plaintiff and Class Counsel, on the one hand, and the Class
20 Members, on the other.

21 A. **Generally.** The Parties reached the proposed Settlement after
22 a thorough investigation into the merits of Plaintiff’s claims. The Settlement was
23 the result of arm’s-length negotiations conducted by the Parties in good faith and
24 after consultation with competent legal counsel, and with the extensive assistance
25 of an independent mediator, The Honorable Carl J. West. The Action was filed in
26 good faith, was not frivolous, and was in compliance with Rule 11 of the Federal
27 Rules of Civil Procedure. Based on the negotiations between counsel for the
28 Parties, the Parties fully understood the nature, strength, and weaknesses of each

1 other's claims and defenses.

2 Plaintiff and Class Counsel maintain that the Action and the claims asserted
3 therein are meritorious and that Plaintiff and the Class would have prevailed at
4 trial. Notwithstanding, Plaintiff and Class Counsel have agreed to settle the Action
5 pursuant to the provisions of the Settlement Agreement after considering, among
6 other things: (1) the strength of Plaintiff's case; (2) the risk, expense, complexity,
7 and likely duration of further litigation; (3) the risk of maintaining a class action
8 status throughout the trial; (4) the amount offered in Settlement; (5) the extent of
9 discovery completed and the stage of the proceedings; (6) the experience and
10 views of counsel; (7) the presence of a governmental participant; and (8) the
11 reaction of the class members to the proposed Settlement. Plaintiff and Class
12 Counsel agree that this Settlement Agreement is fair, reasonable, and adequate
13 because it provides substantial benefit to the Class, is in the best interests of the
14 Class, and fairly resolves the claims alleged in this Action.

15 Defendant expressly denies any wrongdoing alleged in the pleadings in the
16 Action, and does not admit or concede any actual or potential fault, wrongdoing,
17 or liability in connection with any facts or claims which have been or could have
18 been alleged against it in the Action. Defendant nonetheless considers it desirable
19 for the Action to be settled and dismissed, because: (i) further litigation with respect
20 to Plaintiff's claims would be protracted, expensive, and contrary to its best
21 interests; and (ii) absent settlement, substantial amounts of time, energy, and other
22 resources would continue to be devoted to Defendant's defense against Plaintiff's
23 claims.

24 Plaintiff and Defendant were fully informed of the legal bases for the claims
25 and defenses herein and are capable of balancing the risks of continued litigation
26 and the benefits of the Settlement. Class Counsel and Defendant's Counsel are
27 experienced civil litigation lawyers with specialized knowledge in complex class
28 action litigation generally. Class Counsel and Defendant's Counsel are capable of

1 properly assessing the risks, expenses, and duration of continued litigation.

2 **B. The Settlement Affords Meaningful Relief.** The Settlement
3 Class will receive the Settlement Amount of \$1,750,000, minus Court-approved
4 attorneys' fees and costs, administrative costs, PAGA penalties, Class
5 Representative Service Award, and Labor Code § 1102.5 Award.

6 On the other side of the ledger and as described in further detail *infra*,
7 Paragraph 10, participating class members will release the claims actually brought
8 and claims that could have been brought under federal or state law arising out of
9 the allegations of the operative complaint. By operation of the entry of this Final
10 Approval Order, and except as to such rights or claims as may be created by the
11 Settlement, each Class Member will release the following claims:

12 [A]ll causes of action and factual or legal theories that were
13 alleged in the Operative Complaint or reasonably could
14 have been alleged based on the facts and legal theories
15 contained in the Operative Complaint, including all of the
16 following claims for relief: (i) failure to provide rest periods;
17 (ii) failure to provide meal periods; (iii) failure to pay
18 minimum and regular wages; (iv) failure to pay all overtime
19 wages; (v) failure to provide accurate wage statements;
20 (vi) waiting time penalties; (vii) failure to indemnify
21 employees for necessary expenditures incurred in the
22 discharge of duties; (viii) failure to institute a lawful tip
23 pooling policy; (ix) failure to provide suitable seating;
24 (x) unfair business practices that could have been
25 premised on the claims, causes of action or legal theories
26 of relief described above or any of the claims, causes of
27 action or legal theories of relief pleaded in the Operative
28 Complaint; (xi) all claims under the California Labor Code
Private Attorneys General Act of 2004 that could have
been premised on the claims, causes of action or legal
theories described above or any of the claims, causes of
action or legal theories of relief pleaded in the Operative
Complaint; (xii) any other claims or penalties under the
wage and hour laws pleaded in the Operative Complaint;
and (xiii) all damages, penalties, interest and other
amounts recoverable under said claims, causes of action

1 or legal theories of relief.
2 (Dkt. 50, Ex. 1 ¶ 1.7). The Plaintiff himself “settle[s] fully and release[s] all of the
3 claims he now has against the Released Parties, whether known or unknown,
4 suspected or unsuspected.” (*Id.* ¶ 5.2(e)(iv)).

5 The Court finds the releases reasonable in scope and, in light of the risks,
6 costs, and duration of continued litigation, the amounts paid to Plaintiff and the
7 Class are fair, reasonable, and adequate consideration for those releases. The
8 Court has considered the realistic range of outcomes in this matter, including the
9 amount Plaintiff might receive if he prevailed at trial, the strength and weaknesses
10 of the case, the novelty and number of the complex legal issues involved, and the
11 risk that Plaintiff and the Class would receive less than the Settlement relief or take
12 nothing at trial. The relief offered by the Settlement is fair, reasonable, and
13 adequate in view of these factors.

14 **C. No Collusion or Conflicts of Interest.** The Court finds no
15 evidence to support a conclusion that Plaintiff and the Defendant colluded. To the
16 contrary, up to and through the Settlement, both Parties vigorously litigated and
17 negotiated this Action, as evidenced by the docket.

18 However, the Settlement Agreement’s “clear sailing” provision, under which
19 Defendant agreed not to challenge any request for fees up to the maximum of
20 \$437,500 of the Settlement funds, can be a “subtle sign of collusion.” *SFBSC*
21 *Mgm’t*, 944 F.3d at 1049. The presence of such a provision requires the Court to
22 look closely at the reasonableness of the recovery and the reasonableness of fees
23 to confirm that Class Counsel haven’t negotiated a benefit for themselves using
24 the Class’s claims as leverage. *Id.*

25 That scrutiny doesn’t reveal evidence that Class Counsel bargained away a
26 Class benefit in exchange for clear sailing on an unreasonably large fee award.
27 The Settlement’s benefit to the Class is appropriate in relation to the likelihood of
28 success at trial and the magnitude of the Class claims. Class Counsel’s requested

1 fees withstand close scrutiny, too. They seek \$437,500, or 25% of the total—equal
2 to the Ninth Circuit’s benchmark rate and the amount the clear sailing agreement
3 allows without objection. These fees are reasonable, and the amount isn’t so
4 extraordinary that the Court can infer that Class Counsel obtained the provision by
5 bargaining away a class benefit.

6 Because it’s unlikely that the clear sailing agreement provided a non-
7 negligible benefit to Class Counsel, and because the Class benefit from the
8 Settlement is adequate, the Settlement withstands close scrutiny and the Court
9 finds no apparent collusion.

10 **D. Response of the Class.** The Class’s responses after full, fair,
11 and effective notice (as discussed below) favor final approval of the Settlement.
12 Out of the 1,024 who received notice, none filed an objection to the Settlement and
13 none have requested an exclusion from the Settlement.

14 **7. Notice.** Pursuant to the Preliminary Approval Order, the Notice of
15 Proposed Class Action Settlement (“Notice”) was sent to 1,024 Class Members by
16 mail. Of these, 120 Notices were returned as undeliverable, 70 of which were re-
17 mailed thanks to forwarding addresses that were provided or ILYM Group’s skip
18 tracing efforts. Presently, 50 Notices are deemed undeliverable.

19 The Notices provided fair, effective, and the best practicable notice to the
20 Class of the Settlement and the terms thereof. The Notices also informed the Class
21 of Plaintiff’s intent to seek attorneys’ fees, costs, and incentive payments, and set
22 forth the date, time, and place of the Fairness Hearing and Class Members’ rights
23 to object to the Settlement or Fee Motion and to appear at the Fairness Hearing.
24 The Court further finds that the Settlement afforded Class members a reasonable
25 period of time to exercise such rights. See *Weeks v. Kellogg Co.*, 2011 U.S. Dist.
26 LEXIS 155472, at *82 (C.D. Cal. Nov. 23, 2011) (class members’ deadline to object
27 or opt out must arise after class counsel’s fee motion is filed); *In re Mercury*
28 *Interactive Corp. Secs. Litig.*, 618 F.3d 988, 994 (9th Cir. 2010) (same). The

1 Settlement Notices fully satisfied the requirements of law and due process.

2 8. **PAGA Payment.** The PAGA payment of \$87,500, with \$65,625
3 (or 75%) allocated to the California Labor and Workforce Development Agency
4 (“LWDA”) and \$21,875 (or 25%) to be distributed to the Class, is approved. That
5 payment must be distributed as set forth in the Settlement Agreement.

6 9. **Costs and Fees.** The fees and expenses of ILYM Group, Inc. in
7 administrating the settlement in the amount of \$14,500, are fair and reasonable.
8 The Court hereby grants final approval to and orders that the payment of that
9 amount be paid out of the Maximum Settlement Amount in accordance with the
10 Settlement Agreement.

11 The requested Class Representative Service Award, Labor Code § 1102.5
12 Award, and the attorneys’ fees and costs are fair and reasonable. The Court
13 hereby grants final approval to and orders that the payment of the amounts of
14 \$5,000 to Plaintiff for his Service Award, \$5,000 to Plaintiff for his Labor Code
15 § 1102.5 Award, \$437,500 to Class Counsel for attorneys’ fees, and \$12,564.82
16 for reimbursement of costs be paid out of the Maximum Settlement Amount in
17 accordance with the Settlement Agreement.

18 10. **Release.** The Release set forth in the Settlement Agreement is
19 expressly incorporated herein in all respects, is effective as of the date of the entry
20 of this Final Approval Order, and forever discharges the Released Parties from any
21 claims or liabilities released by the Settlement, including the Released Claims, and
22 including without limitation a waiver of all rights under Section 1542 of the
23 California Civil Code. This Release covers, without limitation, any and all causes
24 of action and factual or legal theories that were alleged in the operative complaint
25 or reasonably could have been alleged based on the facts and legal theories
26 contained in the operative complaint.

27 Nothing in this order shall preclude any action to enforce the Parties’
28 obligations under the Settlement or under this order, including the requirement that

1 Defendant make payment in accordance with the Settlement Agreement.

2 If, for any reason, the Effective Date (as defined by the Settlement
3 Agreement) does not occur, this Order will be vacated; the Parties will return to
4 their respective positions in this action as those positions existed immediately
5 before the Parties executed the Agreement; and nothing stated in the Settlement
6 Agreement or any other papers filed with this Court in connection with the
7 Settlement will be deemed an admission of any kind by any of the Parties or used
8 as evidence against, or over the objection of, any of the Parties for any purpose in
9 this action or in any other action.

10 The Parties represent that they entered into the Settlement solely for the
11 purpose of compromising and settling disputed claims. Defendant expressly
12 denies any violation of law or any liability whatsoever to Plaintiff and/or the Class,
13 individually or collectively.

14 **CONCLUSION**

15 The Settlement is **ORDERED** finally approved, and all terms and provisions
16 of the Settlement are ordered to be consummated. Participating Class Members
17 will be bound by the Settlement. The Parties are hereby ordered to comply with
18 the terms of the Settlement Agreement. The action is **DISMISSED WITH**
19 **PREJUDICE**, and final judgment is entered. Each side will bear its own costs and
20 attorneys' fees except as provided by the Settlement and this Final Approval Order.

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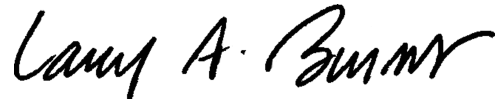
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1 The parties have consented to the continued jurisdiction of United States
2 Magistrate Judge William V. Gallo or any Magistrate Judge who may later be
3 assigned over all matters relating to the interpretation, administration,
4 implementation, effectuation, and enforcement of this Final Approval Order and
5 the Settlement.

6 The Clerk is directed to close the case.

7 **IT IS SO ORDERED.**

8 Dated: March 22, 2022



Honorable Larry Alan Burns
United States District Judge

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