

appropriate under the Rules. Second, this is not a “common fund” case wherein the class members would be responsible for any of their attorney fees. On the contrary, this court specifically ordered the City of Omaha to pay the attorney fees. Third, the plaintiffs note that no objection was made by the intervenor-plaintiffs at the time of the submission that further notification was needed. The intervenor-plaintiffs waited until after all briefing was finalized and then made the request. Fourth, the plaintiffs note it is arguable whether the intervenor-plaintiffs even have standing to pursue this argument under Fed. R. Civ. P. 60(b). The City of Omaha is in basic agreement with the plaintiffs that appropriate notice has been given and that this is not a common fund case that would merit further notice to the class members.

The court has carefully considered the argument of counsel, reviewed all submitted briefs, and read the relevant case law. The court agrees with the plaintiffs and the City of Omaha. First, notice was given in the class action and proposed settlements that the plaintiffs would seek attorney fees and costs. See Filing No. [148-1](#). Second, plaintiffs are correct that there is no common fund issue, as the City of Omaha is paying all the attorney fees and costs. The plaintiffs will not incur such fees. For the reasons outlined by the plaintiffs as stated herein, the court finds the motion of the intervenor-plaintiffs is denied.

THEREFORE, IT IS ORDERED:

1. The motion for new trial/alter or amend judgment under Fed. R. Civ. P. 59, Filing No. [470](#), is denied.

2. The motion in opposition, Filing No. [476](#), is granted as set forth herein.

DATED this 6th day of October, 2010.

BY THE COURT:

s/ Joseph F. Bataillon
Chief United States District Judge

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