

1 DON SPRINGMEYER, ESQ.  
 Nevada Bar No. 1021  
 2 ROYI MOAS, ESQ.  
 Nevada Bar No. 10686  
 3 JORDAN BUTLER, ESQ  
 Nevada Bar No. 10531  
 4 **WOLF, RIFKIN, SHAPIRO,**  
**SCHULMAN & RABKIN, LLP**  
 5 3556 E. Russell Road, Second Floor  
 Las Vegas, Nevada 89120  
 6 (702) 341-5200/Fax: (702) 341-5300  
 dspringmeyer@wrslawyers.com  
 7 rmoas@wrslawyers.com  
 jbutler@wrslawyers.com  
 8 ATTORNEYS FOR PLAINTIFFS AND THE CLASS

9  
 10 UNITED STATES DISTRICT COURT  
 11 DISTRICT OF NEVADA

12 ALICE SINANYAN, an individual;	)	CASE NO: 2:15-cv-00225-GMN-VCF
13 JAMES KOURY, an individual and trustee )	)	District Judge Gloria M. Navarro
of the Koury Family Trust; and SEHAK )	)	Magistrate Judge Cam Ferenbach
14 TUNA, an individual, on behalf of )	)	
themselves and others similarly situated, )	)	
	)	<b>[PROPOSED] ORDER GRANTING</b>
15 Plaintiffs, )	)	<b>(1) PLAINTIFF’S MOTION FOR</b>
	)	<b>ATTORNEY’S FEES AND COSTS,</b>
16 vs. )	)	<b>AND INCENTIVE AWARD TO</b>
	)	<b>CLASS REPRESENTATIVE</b>
17 LUXURY SUITES INTERNATIONAL, )	)	<b>SINANYAN; AND (2) PARTIES’</b>
LLC, a Nevada limited liability company; )	)	<b>JOINT UNOPPOSED MOTION FOR</b>
18 RE/MAX PROPERTIES, LLC, a Nevada )	)	<b>FINAL APPROVAL OF CLASS</b>
limited liability company; JETLIVING )	)	<b>ACTION SETTLEMENT</b>
19 HOTELS, LLC, a Nevada limited liability )	)	
company; and DOES 1 through 100, )	)	
20 inclusive, )	)	
	)	
21 Defendants. )	)	

22  
 23 **ORDER**

24 This action involves claims brought by Plaintiff/Class Representative Alice  
 25 Sinanyan (“Sinayan” or “Plaintiff”), individually and on behalf of a putative class of 123  
 26 condominium owners, against property rental manager JetLiving Hotels, LLC  
 27 (“JetLiving” or “Defendant”). Plaintiff’s Complaint (ECF No. 1-1) alleged that  
 28 JetLiving violated its contractual, statutory, and common law duties by failing to disclose

1 its collection of a “resort fee” from rental guests—all of which JetLiving disputed and  
2 denied. On January 12, 2018, this Court held a Final Fairness Hearing regarding the  
3 parties’ Joint Unopposed Motion for Final Approval of Class Action Settlement (ECF  
4 No. 125), and Plaintiff’s Motion for Attorney’s Fees and Costs and Incentive Award to  
5 Class Representative Alice Sinanyan (ECF No. 122).

6 For the reasons stated herein, both Motions are **GRANTED**.

7 **I. BACKGROUND**

8 On February 9, 2015, Plaintiff filed the instant action alleging various state law  
9 violations on behalf of a putative class comprising of all condominium owners at the  
10 Signature at MGM Grand (“The Signature”) who contracted with JetLiving to manage  
11 the rental of their condominium units after January 5, 2009 (the “Class.”) Specifically,  
12 the Complaint alleged that, pursuant to the JetLiving Rental Agreement, members of the  
13 Class were entitled to 65% of a “resort fee” collected by JetLiving from rental guests.  
14 According to Plaintiff, not only did JetLiving retain all resort fees, it further failed to  
15 disclose that it was collecting the resort fees. Based on these allegations, the Complaint  
16 alleged causes of action for (1) breach of contract; (2) breach of implied covenant of  
17 good faith and fair dealing; (3) intentional misrepresentation; (4) fraudulent concealment;  
18 (5) negligent misrepresentation; (6) violation of Nevada Revised Statutes § 41.600; (7)  
19 breach of fiduciary duty; and (8) unjust enrichment.

20 As a result of successful mediation with Hon. Philip M. Pro (Ret.) on January 14,  
21 2016, the parties reached a class-wide settlement ( the “JetLiving Settlement”) based on a  
22 total settlement amount and/or common fund sum of \$250,000, allocated as follows: (1)  
23 attorney’s fees not to exceed \$100,000; (2) costs not to exceed \$10,000; (3) Class  
24 Representative Incentive Award not to exceed \$10,000; (4) Administrative expenses not  
25 to exceed \$9,000; and (5) remaining to the Class on a pro rata basis based on the total  
26 resort fees collected by JetLiving from the rental of the individual Class member’s unit(s)  
27 divided by the total resort fees collected by JetLiving from the rental of all non-opt out  
28 Class member’s units. (See Order, ECF No. 120 at p. 2:15-25). On July 20, 2017,

1 pursuant to the Parties' Second Renewed Motion for an Order (ECF No. 111), this Court  
2 by Order dated July 20, 2017 (the "Preliminary Approval Order"), (a) conditionally  
3 certified the Action to proceed as a class action on behalf of a class of individuals  
4 consisting of any and all individuals who own or owned a condominium at The Signature  
5 at MGM Grand and contracted with JetLiving to manage the rental of their condominium  
6 from January 5, 2009 to and including the date of preliminary approval of this class  
7 action settlement; (b) preliminarily approved the Settlement; (c) appointed Wolf, Rifkin,  
8 Shapiro, Schulman & Rabkin, LLP as Class Counsel; (d) ordered that Notice of the  
9 proposed Settlement be provided to potential Class Members; (e) provided Class  
10 Members with the opportunity to: (i) opt in to or out of the Class or (ii) object to the  
11 proposed Settlement; and (f) scheduled a hearing regarding final approval of the  
12 Settlement. (ECF No. 120). The Court also granted preliminary approval of Plaintiff's  
13 attorneys' fee request, finding that the renewed and lowered proposed award of 25% of  
14 the common fund aligned with Ninth Circuit benchmarks. *Id.* at p. 5. Therein, Court  
15 further ordered separate, bifurcated briefing regarding (1) Class Counsel's attorneys' fees  
16 and costs, and incentive award to the Class Representative; and (2) Final Approval of  
17 Class Action Settlement. Pursuant to that Order, the Final Fairness Hearing was held on  
18 January 12, 2018. Pursuant to this Court's Order dated July 20, 2017, the Notice of  
19 Proposed Class Action Settlement (the "Class Notice") was mailed to potential members  
20 of the Class to notify them of, among other things: (i) the Action pending against  
21 JetLiving; (ii) the certification of the Action by the Court to proceed as a class action on  
22 behalf of the Court-certified Class; and (iii) their right to opt in to the Settlement, their  
23 right to request to be excluded from the Class, the effect of remaining in the Class or  
24 requesting exclusion, and the requirements for requesting exclusion.

25 On November 13, 2017, Class Counsel filed a Motion for Attorneys' Fees and  
26 Costs, and Incentive Award to Class Representative Sinanyan relating to Settlement with  
27 Defendant JetLiving, (ECF No. 122). Thereafter, on December 11, 2017, the Parties filed  
28 a Joint Motion for Final Approval of Class Action Settlement;

1 The Court conducted a hearing on January 12, 2018 (the “Fairness Hearing”) to  
2 consider, among other things: (i) whether the terms and conditions of the Settlement are  
3 fair, reasonable and adequate, and in the best interests of the Settlement Class  
4 Representative and the other Class Members, and should therefore be approved; and (ii)  
5 whether a judgment should be entered dismissing the Action with prejudice against  
6 JetLiving. In addition, the Court heard Class Counsel’s Motion for Attorneys’ Fees and  
7 Costs, and Incentive Award to Class Representative Sinanyan relating to Settlement with  
8 Defendant JetLiving.

9 **II. LEGAL STANDARD**

10 The Ninth Circuit has declared that a strong judicial policy favors settlement of  
11 class actions. *Class Plaintiffs v. City of Seattle*, 955 F.2d 1268, 1276 (9th Cir. 1992).  
12 However, a class action may not be settled without court approval. Fed. R. Civ. P. 23(e).  
13 When the parties to a putative class action reach a settlement agreement prior to class  
14 certification, “courts must peruse the proposed compromise to ratify both the propriety of  
15 the certification and the fairness of the settlement.” *Staton v. Boeing Co.*, 327 F.3d 938,  
16 952 (9th Cir. 2003). At the preliminary stage, the court must first assess whether a class  
17 exists. *Id.* (citing *Amchem Prods. Inc. v. Windsor*, 521 U.S. 591, 620 (1997)).

18 Second, the court must determine whether the proposed settlement “is  
19 fundamentally fair, adequate, and reasonable.” *Hanlon v. Chrysler Corp.*, 150 F.3d 1011,  
20 1026 (9th Cir. 1998). Pre-class certification settlements “must withstand an even higher  
21 level of scrutiny for evidence of collusion or other conflicts of interest than is ordinarily  
22 required under Rule 23(e) before securing the court’s approval as fair.” *In re Bluetooth*  
23 *Headset Prods. Liab. Litig.*, 654 F.3d 935, 946 (9th Cir. 2011). This heightened scrutiny  
24 “ensure[s] that class representatives and their counsel do not secure a disproportionate  
25 benefit ‘at the expense of the unnamed plaintiffs who class counsel had a duty to  
26 represent.’” *Lane v. Facebook, Inc.*, 696 F.3d 811, 819 (9th Cir. 2012) (quoting *Hanlon*,  
27 150 F.3d at 1027). As such, courts must evaluate the settlement for evidence of  
28 collusion. *Id.*

1           If the court preliminarily certifies the class and finds the proposed settlement fair  
2 to its members, the court schedules a fairness hearing when it makes a final determination  
3 as to the fairness of the class settlement. Finally, the court must “direct notice in a  
4 reasonable manner to all class members who would be bound by the proposal.” Fed. R.  
5 Civ. P. 23(e)(1).

6 **III. DISCUSSION**

7           The Court previously analyzed this case under Rule 23’s certification requirements  
8 (see Order, ECF No. 83), and conditionally certified the proposed class. (See Order, ECF  
9 No. 120). The Court need not repeat its Rule 23 analysis here, except to note that Rule 23  
10 has been satisfied in its entirety, and final certification of the proposed class is  
11 appropriate. Rather, the success of the pending motions and proposed final class action  
12 settlement hinges upon whether the proposed settlement “is fundamentally fair, adequate  
13 and reasonable.” See Hanlon, 150 F.3d at 1026. In this regard, the Court previously  
14 expressed concern that Plaintiff’s Counsel’s request for a fee award of 40% was  
15 unsupported by applicable Ninth Circuit methods – the percentage method, or the  
16 lodestar method – for calculating a reasonable attorneys’ fee award. (See Order, ECF No.  
17 105). The Court indicated that Plaintiff’s Second Renewed Motion (ECF No. 111)  
18 remedied these defects by reducing Plaintiff’s Counsel’s requested fee award to twenty-  
19 five percent (25%) of the common fund, thus aligning with Ninth Circuit standards. See  
20 Powers v. Eichen, 229 F. 3d 1249, 1256-57 (9<sup>th</sup> Cir. 2000). Nevertheless, the parties  
21 must, to some degree, justify the award at the final stage because any award of fees will  
22 directly reduce the amount payable to the Class, and thus bears on the present fairness  
23 inquiry. Martinez v. Realogy Corp., No. 3:10-cv-00755-RCJ-VPC, 2013 WL 5883618, at  
24 \*6 (D. Nev. Oct. 30, 2013).

25           This is a common fund case. Under regular common fund procedures, the parties  
26 settle for the total amount of the common fund and shift the fund to the court’s  
27 supervision. The plaintiffs’ lawyers then apply to the court for a fee award from the fund.  
28 See Paul, Johnson, Alston & Hunt v. Graulty, 886 F.2d 268, 271 (9<sup>th</sup> Cir. 1989) (noting

1 that in a common fund case, “a court has control over the fund—even one created  
2 pursuant to a settlement, as here[—] . . . and assesses the litigation expenses against the  
3 entire fund so that the burden is spread proportionally among those who have  
4 benefited.”). In setting the amount of common fund fees, the district court has a special  
5 duty to protect the interests of the class. On this issue, the class’s lawyers occupy a  
6 position adversarial to the interests of their clients. *Staton*, 327 F.3d at 970. As the Ninth  
7 Circuit has explained,

8 [b]ecause in common fund cases the relationship between  
9 plaintiffs and their attorneys turns adversarial at the fee-  
10 setting stage, courts have stressed that when awarding  
11 attorneys' fees from a common fund, the district court must  
12 assume the role of fiduciary for the class plaintiffs.  
13 Accordingly, fee applications must be closely scrutinized.  
14 Rubber-stamp approval, even in the absence of objections, is  
15 improper.

16 *Id.* (emphasis added); see also *In re Coordinated Pre-trial Proceedings in Petroleum*  
17 *Prods. Antitrust Litig.*, 109 F.3d 602, 608 (9th Cir. 1997) (“In a common fund case, the  
18 judge must look out for the interests of the beneficiaries, to make sure that they obtain  
19 sufficient financial benefit after the lawyers are paid. Their interests are not represented  
20 in the fee award proceedings by the lawyers seeking fees from the common fund.”).

21 An award of attorney fees for creating a common fund may be calculated in one of  
22 two ways: (1) a percentage of the funds created; or (2) “the lodestar method, which  
23 calculates the fee award by multiplying the number of hours reasonably spent by a  
24 reasonable hourly rate and then enhancing that figure, if necessary, to account for the  
25 risks associated with the representation.” *Grauly*, 886 F.2d at 272. The Ninth Circuit has  
26 approved either method for determining a reasonable award of fees. *Id.* However, the fee  
27 award must always be reasonable under the circumstances. *In re Wash. Pub. Power*  
28 *Supply Sys. Sec. Litig.*, 19 F.3d 1291, 1296 (9th Cir. 1994).

The typical range of acceptable attorney fees in the Ninth Circuit is 20% to 30% of  
the total settlement value, with 25% considered a benchmark percentage. *Vizcaino v.*

1 Microsoft Corp., 290 F.3d 1043, 1048 (9th Cir. 2002); Powers v. Eichen, 229 F.3d 1249,  
2 1256 (9th Cir. 2000). In assessing whether the percentage requested is fair and  
3 reasonable, courts generally consider the following factors: (1) the results achieved; (2)  
4 the risk of litigation; (3) the skill required; (4) the quality of work performed; (5) the  
5 contingent nature of the fee and the financial burden; and (6) the awards made in similar  
6 cases. Vizcaino, 290 F.3d at 1047-50. In circumstances where a percentage recovery  
7 would be too small or too large in light of the hours worked or other relevant factors, the  
8 “benchmark percentage should be adjusted, or replaced by a lodestar calculation.” *Torrissi*  
9 *v. Tucson Elec. Power Co.*, 8 F.3d 1370, 1376 (9th Cir. 1993).

10 Here, “Plaintiffs seek an award of attorney’s fees in the amount of \$62,500, or 25  
11 percent of the common fund.” (Joint Mot. for Order, 21:11-12). Counsel’s proposed  
12 award aligns with the Ninth Circuit’s “benchmark” of twenty-five percent, and the Court  
13 therefore need not conduct a cross check with the loadstar amount. See *Powers*, 229 F.3d  
14 at 1256-57 (“[T]wenty-five percent of the recovery [is] a ‘benchmark’ for attorneys’ fees  
15 calculations under the percentage-of-recovery approach.”). Finding the percentage  
16 requested by Plaintiff’s Counsel not unreasonable, and having previously signaled its  
17 approval, the Court hereby approves Plaintiff’s Counsel’s fee request in the amount of  
18 \$625,500 as reasonable under Ninth Circuit standards. See *Vizcaino*, 290 F.3d at 1047  
19 (observing that percentage awards of between twenty and thirty percent are common).  
20 Plaintiff’s Counsel’s request for reimbursement costs in the amount of \$8,379.53, as set  
21 forth in Class Counsel’s Motion for Attorneys’ Fees and Costs, accords with the proposed  
22 settlement terms, and is also approved.

23 The Court must still determine whether the requested incentive award for  
24 *Sinanyan* in the amount of \$10,0000 is appropriate in light of “the proportion of the  
25 payments relative to the settlement amount,” “the size of the payment,” “the actions the  
26 plaintiff has taken to protect the interests of the class, the degree to which the class has  
27 benefitted from those actions,” and “the amount of time and effort the plaintiff expended  
28 in pursuing the litigation.” *Staton*, 327 F.3d at 952; see also *Radcliffe v. Experian Info.*

1 Solutions, Inc., 715 F.3d 1157, 1165 (9th Cir. 2013) (noting that unreasonably high  
2 incentive awards can destroy adequacy of class representatives). (See Order, ECF No.  
3 120). At its discretion, a district court may award incentive payments to named plaintiffs  
4 in class action cases. *Rodriguez v. West Publ'g Corp.*, 563 F.3d 948, 958-59 (9th Cir.  
5 2009). The purpose of incentive awards is to “compensate class representatives for work  
6 done on behalf of the class, to make up for financial or reputational risk undertaking in  
7 bringing the action, and, sometimes, to recognize their willingness to act as a private  
8 attorney general.” *Rodriguez*, 563 F.3d at 958-59. To justify an incentive award,  
9 therefore, a class representative must present “evidence demonstrating the quality of  
10 plaintiff’s representative service,” such as “substantial efforts taken as class  
11 representative to justify the discrepancy between [his] award and those of the unnamed  
12 plaintiffs.” *Alberto v. GMRI, Inc.*, 252 F.R.D. 652, 669 (E.D. Cal. 2008). Without  
13 satisfactory elaboration on these points, courts are justified in reducing incentive awards  
14 following the final fairness hearing to a reasonable amount. See, e.g., *Wolph v. Acer Am.*  
15 *Corp.*, No. C 09-01314 JSW, 2013 WL 5718440, at \*6 (N.D. Cal. Oct. 21, 2013).

16         The Court is satisfied that Sinanyan is deserving of the requested service award in  
17 light of her extensive participation since the outset of this matter. The Court is further  
18 satisfied with the representation that (i) Sinanyan was instrumental in securing the  
19 requested relief for the Class, dedicating over 250 hours in pursuit of the class claims at  
20 issue from the time of discovery of the alleged resort fee underpayments up to and  
21 including settlement; (ii) that Sinanyan conducted a robust initial investigation of the  
22 potential claims, pouring through personal financial documents, earning statements and  
23 guest rental statements for her respective unit(s) at the Signature, communicating with  
24 other unit owners and rental management representatives, and subsequently researching  
25 and hiring counsel, (iii) that during the litigation, Sinanyan was intimately involved at  
26 every step, actively consulting with counsel regarding industry standards; and (iv) that as  
27 a resident of California, Sinanyan traveled on numerous occasions to Las Vegas for  
28 meetings with counsel, depositions, and the successful mediation with Judge Pro. The



1 Court also notes that Sinanyan was also present at the Final Fairness Hearing, and  
2 submitted a detailed log of her case-related activities over the course of the litigation,  
3 including time spent on each task. (See ECF No. 127.) Sinanyan went above and beyond  
4 the scope of her duties and obligations as a class representative, and derived a tangible  
5 benefit for the Class as a direct result of her efforts. This Court, therefore, approves the  
6 requested incentive award for Sinanyan in the amount of \$10,000.

7 The Court further finds that the proposed settlement is fair to the members of the  
8 Class in light of the strength of the Plaintiffs' case, the risk, expense and complexity of  
9 the matter, the amount offered, the experience and views of counsel, and the lack of a  
10 single objection or exclusion to the settlement. See, Ninth Circuit in Churchill Vill.,  
11 L.L.C. v. Gen. Elec., 361 F.3d 566 (9th Cir. 2004). According to the parties, the total  
12 settlement amount of \$250,000 represents approximately 40% of the perspective damages  
13 in this action under a best-case-scenario for Plaintiffs, and the common fund remainder of  
14 \$160,120.47 to the Class is not an insubstantial sum. (See ECF No. 125 at pgs. 17-18.)  
15 The net class funds are to be apportioned on a pro rata basis based on the total resort fees  
16 collected by JetLiving from the rental of the individual Class member's unit(s) divided by  
17 the total resort fees collected by JetLiving from the rental of all non-opt out Class  
18 member's units. For her part, Sinanyan will share equally in the net settlement to the  
19 Class, such that she is not receiving preferential treatment as member of the Class. In  
20 terms of fairness, the Court also notes that there have been no objections to the proposed  
21 settlement by any of the Class Members following mailing of the Class Notice. (See ECF  
22 No. 125 at p. 21.) Additionally, the Court notes that there were no objections nor opt-  
23 outs to the settlement, and is satisfied with the fact that unclaimed funds do not revert to  
24 the Defendant.

25 In addition, the Court previously found that the notice and exclusion form  
26 proposed by Plaintiffs met the requirements of Federal Civil Procedure Rule 23(c)(2)(B),  
27 and that the proposed mail delivery was also appropriate in these circumstances. (See  
28 Joint Mot. for Order 7:10-15). The Court is satisfied from the declaration made by the

1 third party administrator CPT Group that adequate notice was provided in accordance  
2 with the Court's Order.

3 **IV. CONCLUSION**

4 WHEREAS, the Court, having reviewed and considered the Settlement  
5 Agreement, all papers filed and proceedings herein in connection with the Settlement, all  
6 oral and written comments received regarding the Settlement, including the objections  
7 filed with respect thereto, Class Counsel's Motion for Attorneys' Fees and Costs, and  
8 Incentive Award to Class Representative Sinanyan relating to Settlement with Defendant  
9 JetLiving and all papers filed in support thereto, and the record in the Action, and good  
10 cause appearing therefore;

11 NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND  
12 DECREED:

13 1. **Incorporation of Settlement Documents.** This Order incorporates and  
14 makes a part hereof: (a) the Parties' Settlement Agreement; (b) the Settlement Notice; (c)  
15 the briefs, affidavits, declarations and other materials filed in support of the Settlement  
16 and Class Counsel's request for attorneys' fees and costs, and an incentive award to Class  
17 Representative Sinanyan; (d) the record at the Fairness Hearing; (e) the documents listed  
18 on the docket sheet or otherwise submitted to the Court; and (f) all prior proceedings in  
19 the action.

20 2. **Final Class Certification.** The Class preliminarily certified by this Court  
21 is hereby finally certified for settlement purposes only under Fed. R. Civ. P. 23(a) and  
22 (b)(3), the Court finding that the Class satisfies all the applicable requirements of Fed. R.  
23 Civ. P. 23 and due process. The Class shall consist of any and all individuals or entities  
24 who own or owned a condominium at The Signature at MGM Grand and contracted with  
25 JetLiving to manage the rental of their condominium from January 5, 2009 to and  
26 including the date of preliminary approval of this class action settlement.

27 3. **Requests for Exclusion.** The Court finds that no member of the Class has  
28 submitted a timely or untimely request for exclusion from the Class. Therefore, all

1 members of the Class are bound by the terms and conditions of the Settlement  
2 Agreement, and this Final Order.

3           4.       **Adequacy of Representation.** Class Representative Alice Sinanyan has  
4 adequately represented the Settlement Class for purposes of entering into and  
5 implementing the Settlement. Don Springmeyer, Esq. and Royi Moas, Esq. of Wolf,  
6 Rifkin, Shapiro, Schulman & Rabkin, LLP are experienced and adequate Class Counsel.  
7 Class Representatives and Class Counsel have satisfied the requirements of Fed. R. Civ.  
8 P. 23(a)(4) and 23(g).

9           5.       **Settlement Notice.** The Court finds that the dissemination of the  
10 Settlement Notice, implemented pursuant to the Settlement Agreement and this Court's  
11 Preliminary Approval Order: (i) was implemented in accordance with the Preliminary  
12 Approval Order; (ii) constituted the best practicable notice to Class Members under the  
13 circumstances; (iii) constituted notice that was reasonably calculated, under the  
14 circumstances, to apprise Class Members (a) of the effect of the Settlement (including the  
15 Releases provided for therein), (b) of Class Counsel's request for an award of attorneys'  
16 fees and costs, an incentive award to the Settlement Class Representative, (c) of their  
17 right to object to any aspect of the Settlement, (d) of their right to opt in to the Class or  
18 opt out of the class, (e) of their right to appear at the Fairness Hearing, and (f) of the  
19 binding effect of the Orders and Judgment in this action, whether favorable or  
20 unfavorable, on all persons who did not request exclusion from the Class; (iv) constituted  
21 due, adequate and sufficient notice to all persons entitled to receive notice of the  
22 proposed Settlement; and (v) satisfied the requirements of Rule 23 of the Federal Rules  
23 of Civil Procedure.

24           6.       **Final Settlement Approval.** Pursuant to, and in accordance with Rule 23  
25 of the Federal Rules of Civil Procedure, this Court hereby fully and finally approves the  
26 Settlement set forth in the Settlement Agreement in all respects (including, without  
27 limitation: the amount of the Settlement, the Releases provided for therein, and the  
28 dismissal with prejudice of claims against JetLiving pending satisfaction of judgment as

1 set forth below), and finds that the Settlement is, in all respects, fair, reasonable and  
2 adequate, and is in the best interest of the Settlement Class Representative and the other  
3 Class Members. The Settlement is approved.

4       **7. Implementation of the Settlement.** The Parties are directed to implement,  
5 perform and consummate the Settlement in accordance with the terms and provisions  
6 contained in the Settlement Agreement. The Court further orders JetLiving to fund the  
7 Settlement Fund in the total amount of two hundred fifty thousand dollars (\$250,000.00),  
8 and orders the Claims Administrator to disburse the Settlement Fund, after disbursement  
9 of Court approved attorney fees, costs, service award, and administrative costs, to the one  
10 hundred twenty-three (123) Class Members on a pro-rata basis.

11       **8. Award of Attorney Fees and Costs.** In addition, the Court hereby grants  
12 Class Counsel's Motion for Attorneys' Fees and Costs, and Incentive Award to Class  
13 Representative Sinanyan relating to Settlement with Defendant JetLiving. The Court  
14 finds that Class Counsel's requested fees are reasonable and are based upon the actual  
15 time expended by Class Counsel in the litigation of this matter and thereby orders that the  
16 following amounts be paid from the Settlement Fund: (a) attorneys' fees in the amount of  
17 \$62,500.00 and (b) costs in the amount of \$8,379.53.

18       **9. Incentive Awards for Settlement Class Representatives.** Pursuant to the  
19 terms of the Parties' Settlement Agreement and Class Counsel's Motion for Attorneys'  
20 Fees and Costs, and Incentive Award to Class Representative Sinanyan relating to  
21 Settlement with Defendant JetLiving, the Court also grants Class Counsel's request for an  
22 Incentive Award to Settlement Class Representative Alice Sinanyan in the amount of ten  
23 thousand dollars (\$10,000.00). The Court finds that this amount is reasonable and  
24 appropriate based upon the services the Settlement Class Representative provided in  
25 litigating this matter.

26       **10. Administrative Expenses.** In addition, the Court hereby grants the Parties'  
27 request for payment from the Settlement Fund of administrative expenses to CPT Group,  
28 Inc., and designated third party administrator, in the amount of \$9,000.00 and upon

1 completion of its administrative obligations.

2           11.     **Releases.** This Court orders that without further action by anyone, upon  
3 the Effective Date of the Settlement, Settlement Class Representative and each of the  
4 other Class Members, on behalf of themselves, their heirs, executors, administrators,  
5 predecessors, successor, affiliates and assigns, shall be deemed to have, and by operation  
6 of law and of this Order shall have, fully, finally, and forever released JetLiving and its  
7 past, present, and future subsidiaries, parent companies, its predecessors in interest and/or  
8 ownership, successors in interest and/or ownership, partners, licensees, assignees,  
9 insurers, including claims under any and all insurance policies, estates, and other  
10 affiliates and/or related entities, and each of the foregoing persons' respective past,  
11 present, and future officers, directors, attorneys, shareholders, indemnitees, predecessors,  
12 successors, trusts, trustees, partners, associates, principals, divisions, employees, insurers,  
13 members, agents, representatives, brokers, consultants, heirs, and assigns, any and all  
14 claims, demands, controversies, actions, causes of action, debts, liabilities, rights,  
15 contracts, damages, costs (including attorney's fees and court and litigation expenses),  
16 expenditures, indemnities, obligations, and alleged losses of every kind or nature  
17 whatsoever, known or unknown, anticipated or unanticipated, direct or indirect, fixed or  
18 contingent, asserted or unasserted, patent or latent, individually or on behalf of the  
19 general public, which the Releasing Parties asserted, have ever had, now have, or may  
20 hereafter have, related to, arising out of, or which could have been asserted, inferred,  
21 implied, included or connected in any way with any of the allegations in this Action,  
22 including, without limitation, any claims, whether they arise under federal law, common  
23 law, or under the laws of any state, pertaining to JetLiving.

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1           **IT IS HEREBY ORDERED** that Class Counsel’s Motion for Attorney Fees and  
2 Costs and Incentive Award to Class Representative Alice Sinanyan, (ECF No. 122) and  
3 the Joint UNOPPOSED MOTION for Final Approval of Class Action Settlement (EFC  
4 No. 125), are **GRANTED**.

5           **IT IS SO ORDERED.**

6 Dated this   8   day of February, 2018.

  
\_\_\_\_\_  
Honorable Gloria M. Navarro, Chief Judge  
United States District Judge

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9 Respectfully Submitted by Counsel for  
10 Plaintiffs and the Class, who hereby certifies,  
11 pursuant to Local Rule 7-2(f), that the  
12 Proposed Order was served upon and approved  
13 by counsel for JetLiving.

14 DATED this 6<sup>th</sup> day of February, 2018.

15 **WOLF, RIFKIN, SHAPIRO,**  
16 **SCHULMAN & RABKIN, LLP**

17 /s/ Royi Moas, Esq.  
18 DON SPRINGMEYER, ESQ.  
19 Nevada Bar No. 1021  
20 ROYI MOAS, ESQ.  
21 Nevada Bar No. 10686  
22 JORDAN BUTLER, ESQ  
23 Nevada Bar No. 10531  
24 3556 E. Russell Road, Second Floor  
25 Las Vegas, Nevada 89120  
26 Attorneys for Plaintiffs and the Class  
27  
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