UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

CIVIL MINUTES—GENERAL

**Case No. CV 15-4912 MWF (PJWx)** **Date: November 30, 2018**
Title: Sheena Raffin v. Medicredit, Inc., et al.

Present: The Honorable MICHAEL W. FITZGERALD, U.S. District Judge

| Deputy Clerk: | Court Reporter: |
|---|---|
| Rita Sanchez | Not Reported |
| **Attorneys Present for Plaintiff:** | **Attorneys Present for Defendant:** |
| None Present | None Present |

**Proceedings (In Chambers):** ORDER RE: MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT [199] AND MOTION FOR ATTORNEYS' FEES, COSTS, AND INCENTIVE AWARDS [200]

Before the Court are two motions by Lead Plaintiff Sheena Raffin, both filed on September 10, 2018. First, there is the Motion for Final Approval of Class Action Settlement (the "Settlement Motion"). (Docket No. 199). Second, there is the Motion for Attorneys' Fees, Costs, and Incentive Awards (the "Fee Motion"). (Docket No. 200). No opposition or objection to either motion was filed, and there was only one opt-out from the Settlement Agreement. The Court has read and considered the papers in connection with the two motions and held a hearing on November 19, 2018. At the hearing, Lead Plaintiff's counsel indicated that there was also no informal opposition or objection to the Settlement Agreement.

For the reasons discussed below, the two motions are ruled upon as follows:

- The Settlement Motion is **GRANTED**. The Settlement Agreement is fair, reasonable, and adequate to serve the interests of the class members.

- The Fee Motion is **GRANTED**. The requested attorneys' fees and costs are fair compensation for Class Counsel's efforts and reimbursement for their expenses, and the incentive award requested is reasonable.

## I. BACKGROUND

### A. Factual and Procedural Background

The Court previously discussed the following factual and procedural background to this action in an Order preliminarily approving the settlement. (*See generally* Preliminary Approval Order (Docket No. 197)).

On June 29, 2015, Lead Plaintiff Sheena Raffin commenced this class action against Medicredit, Inc. and the Outsource Group, Inc. (together "Medicredit" or "Defendants"), and two other defendants that have since been dismissed from the action. (Complaint (Docket No. 1)). In her operative First Amended Complaint, filed the next day, Plaintiff alleged that Medicredit violated sections 632 and 632.7 of the California Penal Code—provisions of what is commonly referred to as the California Invasion of Privacy Act ("IPA")—when they called her in January 2015 to discuss a debt and failed to disclose that the call was being recorded, and that Medicredit did the same thing to other California residents. (*See* First Amended Complaint ("FAC") ¶¶ 16–21, 41–57 (Docket No. 8)). In connection with each of her claims, Lead Plaintiff sought injunctive relief and the greater of statutory damages of $5,000 per violation or treble actual damages for herself and each class member pursuant to Penal Code section 637.2(a). (*Id.* ¶¶ 59–60, 67, 69).

On January 3, 2017, the district court (the Honorable George H. King, United States District Judge) granted Lead Plaintiff's motion for class certification with respect to Lead Plaintiff's section 632.7 claim, but not her section 632 claim. (Docket No. 88). The court certified the following class:

> All individuals who, from June 29, 2014 to February 26, 2015, while physically present in California and using a cellular device with a California area code, participated for the first time in a telephone conversation with a representative of Defendants or their agents who were recording the conversation without first informing the individual that the conversation was being recorded [the "Class Members"].

(*Id.*).

Between July and October 2017, after completing discovery, the parties filed six motions:

- On July 24, 2017, Lead Plaintiff filed a Motion for Approval of Notice of Class Certification (Docket No. 114);
- On July 24, 2017, Medicredit filed a Motion for Summary Judgment (Docket No. 118);
- On July 24, 2017, Lead Plaintiff filed a Motion for Summary Judgment Pursuant to Fed. R. Civ. P. 56 (Docket No. 120);
- On August 14, 2017, Medicredit filed a Motion to Dismiss All Claims under Section 632.7 of the California Penal Code and to Dismiss the Outsource Group, Inc. (Docket No. 131);
- On September 11, 2017, Lead Plaintiff filed a Motion to Strike the Declaration of Amir Afshar-Bakeshloo in Support of Medicredit's Summary Judgment Motion (Docket No. 135); and
- On October 19, 2017, Medicredit filed a Motion to Decertify Class (Docket No. 168).

On December 4, 2017, after they had filed oppositions and replies (and in one instance, a sur-reply) in connection with each of these motions and shortly before the Court was to hold a hearing on each of the motions, the parties requested, by stipulation, that the Court defer ruling on these six motions pending mediation. (Docket No. 190). The Court granted that request. (Docket No. 191).

On March 5, 2018, the parties filed a status report indicating that, with the assistance of mediator and former United States District Judge Layn R. Phillips, they had reached a settlement (the "Settlement Agreement"). (Docket No. 192).

On April 16, 2018, Lead Plaintiff sought preliminary approval of the parties' settlement and certification of a settlement class pursuant to Rule 23(b)(3). And on May 11, 2018, the Court preliminarily approved the Settlement Agreement. (Preliminary Approval Order at 1).

### B. The Settlement Agreement

The Settlement Agreement establishes a fund of $5 million for payment of attorneys' fees, class notice, claims administration, and an incentive award to Lead Plaintiff, with the remainder reserved for payment of Class Members' claims. (*Id.* at 4–5). Class Members claim portions of the fund by timely submitting a proof of claim. (*Id.* at 5). In exchange for the payment, Class Members agree to release "any known and unknown claims against Medicredit arising out of the recording of phone calls by Medicredit to mobile phone numbers between June 29, 2014 and February 26, 2015." (*Id.*).

Notice was provided to settlement Class Members in the manner approved by the Court in the Preliminary Approval Order. (Settlement Mot. at 7). The claims administrator, Epiq Systems, Inc. ("Epiq"), mailed postcard notices to all Class Members for whom Epiq had (or was able to locate) address information; the notices summarized the nature of this action and informed recipients who qualified for class membership, how to submit a claim form, how to opt out, and where to obtain additional information. (*Id.* at 7–9). Epiq also posted on a specially created settlement website, http://www.medicreditcipasettlement.com, a "detailed and full notice in a question and answer format, the Complaint, the approval papers and fee request papers, the settlement agreement, the answer to the complaint, and the long form notice." (*Id.* at 8). Epiq sent out 11,028 postcard notices, containing a double-sided 4.25" x 6" postcard and tear-off claim form with a pre-paid return address, to potential Class Members. (*Id.*).

## II. DISCUSSION

Lead Plaintiff seeks final approval of the Settlement Agreement and an incentive award of $15,000. (Settlement Mot. at 11–19; Fee Mot. at 18). Class Counsel seeks

fees in the amount of $1,650,000 or 33% of the Settlement Fund, and reimbursement of expenses incurred in the amount of $123,688.82. (Fee Mot. at 5–17).

### A. Final Approval of Class Action

Before approving a class action settlement, Rule 23 of the Federal Rules of Civil Procedure requires the Court to determine whether the proposed settlement is fair, reasonable, and adequate. Fed. R. Civ. P. 23(e)(2). "To determine whether a settlement agreement meets these standards, a district court must consider a number of factors, including: (1) the strength of plaintiffs' case; (2) the risk, expense, complexity, and likely duration of further litigation; (3) the risk of maintaining class action status throughout the trial; (4) the amount offered in settlement; (5) the extent of discovery completed, and the stage of the proceedings; (6) the experience and views of counsel; (7) the presence of a governmental participant; and (8) the reaction of the class members to the proposed settlement." *Staton v. Boeing Co.*, 327 F.3d 938, 959 (9th Cir. 2003) (internal citation and quotation marks omitted) (applying the factors announced in *Hanlon v. Chrysler Corp.*, 150 F.3d 1011, 1026 (9th Cir. 1998)).

"The relative degree of importance to be attached to any particular factor will depend upon and be dictated by the nature of the claim(s) advanced, the type(s) of relief sought, and the unique facts and circumstances presented by each individual case." *Officers for Justice v. Civil Serv. Comm'n*, 688 F.2d 615, 625 (9th Cir. 1982). "It is the settlement taken as a whole, rather than the individual component parts, that must be examined for overall fairness, and the settlement must stand or fall in its entirety." *Staton*, 327 F.3d at 960 (quoting *Hanlon*, 150 F.3d at 1026). "The involvement of experienced class action counsel and the fact that the settlement agreement was reached in arm's length negotiations, after relevant discovery had taken place create a presumption that the agreement is fair." *Linney v. Cellular Alaska P'ship*, Nos. C–96–3008 DLJ, C–97–0203 DLJ, C–97–0425 DLJ, C–97–0457 DLJ, 1997 WL 450064, *5 (N.D. Cal. July 18, 1997), *aff'd*, 151 F.3d 1234, 1234 (9th Cir. 1998).

"In addition, the settlement may not be the product of collusion among the negotiating parties." *In re Mego Fin. Corp. Sec. Litig.*, 213 F.3d 454, 458 (9th Cir. 2000).

Here, the Court is satisfied that the Settlement Agreement is not the product of collusion between the parties. The Settlement Agreement is the outcome of an arms-length negotiation conducted with the help of mediator and former United States District Judge Layn R. Phillips. (Settlement Mot. at 13). "The assistance of an experienced mediator in the settlement process confirms that the settlement is non-collusive." *Satchell v. Fed. Express Corp.*, No. 03-cv-2878-SI, 2007 WL 1114010, at *4 (N.D. Cal. Apr. 13, 2007). Moreover, Class Counsel have extensive experience litigating consumer class actions on behalf of plaintiffs, particularly in the area of the Telephone Consumer Protection Act, and have obtained approximately $75 million in settlement payments in approximately 30 class actions filed in California state and federal courts over the previous three years. (Preliminary Approval Order at 6). The arms-length nature of the negotiation resulting in the Settlement Agreement and the recommendation of experienced class action counsel supports final approval. *See Linney*, 1997 WL 450064, at *5.

Moreover, consideration of the *Hanlon* factors dictates final approval of the proposed settlement:

**1. Strength of Plaintiff's case and risk, expense, complexity, and likely duration of further litigation**

When assessing the strength of a plaintiff's case, the Court does not reach "any ultimate conclusions regarding the contested issues of fact and law that underlie the merits of this litigation." *In re Wash. Pub. Power Supply Sys. Sec. Litig.*, 720 F. Supp. 1379, 1388 (D. Ariz. 1989).

Lead Plaintiff acknowledges that, despite the strength of her case, "there are risks to both sides in continuing the [l]itigation . . . [and] Class Counsel carefully balanced the risks of continuing to engage in protracted and contentious litigation against the benefits to the Class, including the significant benefit and the deterrent

effects it would have." (Settlement Mot. at 13–14). Lead Plaintiff also recognizes that Medicredit "has strong and meritorious defenses not only to the action as a whole, but also as to class certification and the amount of damages sought." (*Id.* at 14). This recognition is especially evident considering the volume of the parties' motions to dismiss, for summary judgment, and to decertify the class, as noted above. If the parties were to proceed with further litigation, Lead Plaintiff acknowledges that there is a risk that "the class might not recover." (*Id.*). Moreover, significant party and judicial resources would be expended in further deposition and expert discovery, motion practice, trial, and potentially appeals following trial. This factor weighs in favor of final approval of the Settlement Agreement.

**2. Amount offered in settlement**

The Court concludes the $5 million in cash offered in the Settlement Agreement is fair and reasonable. The Court looks at "the complete package taken as a whole, rather than the individual component parts" in making this determination. *Officers for Justice*, 688 F.2d at 628 (9th Cir. 1982). After deducting administration costs, attorney's fees and expenses, and the proposed incentive award, the Class Members will collectively receive at least $3,061,311.18 of these available funds. (Settlement Mot. at 14). Each Class Member who submitted a valid claim would receive approximately $3,242.91. (*Id.*). As the Court noted in the Preliminary Approval Order, this amount is less than the potential $5,000 in statutory damages each Class Member might receive if the class were to successfully litigate this action to a favorable judgment. (Preliminary Approval Order at 7–8). But when considered in light of the potential pitfalls posed by Medicredit's mooted summary judgment and decertification motions, and then (if Plaintiff and the class survived those motions) by trial, a recovery of $3,242.91 per class member who submitted a valid claim appears fair and reasonable. If this litigation were to continue, Lead Plaintiff may not prevail on all claims and overcome all defenses and the aggregate recoverable damages may be significantly less than $5 million. Moreover, continued litigation would result in considerable additional expenses. This factor therefore weighs in favor of final settlement approval.

**3. Extent of discovery completed and stage of the proceedings**

This factor requires the Court to evaluate whether "the parties have sufficient information to make an informed decision about settlement." *Linney*, 151 F.3d at 1239. Lead Plaintiff contends that the parties have engaged in substantial discovery, including "both informal and informal discovery surrounding [Lead] Plaintiff's claims and [Medicredit's] defense", extensive review of thousands of pages of documents and thousands of recordings, numerous depositions, and collaboration with four experts and consultants. (*See* Settlement Mot. at 18; Fee Mot. at 11). The parties also engaged in extensive adversarial motion practice, including class certification, summary judgment, and decertification. The Court concludes the parties had ample information with which to make informed settlement decisions. This factor weighs in favor final settlement approval.

**4. Experience and views of Class Counsel**

Lead Plaintiff's counsel have extensive experience litigating consumer class actions for plaintiffs. (Settlement Mot. at 18). Class Counsel are "well-qualified to not only assess the prospects of a case, but also to negotiate a favorable resolution for the class." (*Id.*). Further, Class Counsel have conducted detailed discovery in this action, filed numerous motions for Lead Plaintiff and the class, and engaged in extensive mediated negotiations before ultimately reaching and recommending this Settlement Agreement. (*Id.*). This factor therefore weighs in favor of final settlement approval.

**5. Reaction of the Class Members to the Settlement Agreement**

No Class Members have objected to and only one Class Member opted out of the Settlement Agreement, and no Class Members have objected to the proposed award of attorneys' fees and expenses. (*Id.* at 18–19). The deadline for filing any objections was October 15, 2018. (*Id.* at 7). "It is established that the absence of a large number of objections to a proposed class action settlement raises a strong presumption that the terms of a proposed class settlement action are favorable to the class members." *Nat'l Rural Telecomm'cns Coop. v. DIRECTV, Inc.*, 221 F.R.D. 523, 528–29 (C.D. Cal. 2004); *see also Churchill Village LLC v. Gen. Elec.*, 361 F.3d 566, 577 (9th Cir. 2004)

(affirming settlement with 45 objections out of 90,000 notices sent). Thus, this factor also weighs in favor of final settlement approval.

**B. Attorneys' Fees**

In the Ninth Circuit, there are two primary methods to calculate attorney's fees: the lodestar method and the percentage-of-recovery method. *In re Online DVD-Rental Antitrust Litig.*, 779 F.3d 934, 949 (9th Cir. 2015) (citation omitted). "The lodestar method requires 'multiplying the number of hours the prevailing party reasonably expended on the litigation (as supported by adequate documentation) by a reasonable hourly rate for the region and for the experience of the lawyer.'" *Id.* (citation omitted).

"Under the percentage-of-recovery method, the attorneys' fees equal some percentage of the common settlement fund; in this circuit, the benchmark percentage is 25%." *Id.* (citation omitted). However, the "benchmark percentage should be adjusted, or replaced by a lodestar calculation, when special circumstances indicate that the percentage recovery would be either too small or too large in light of the hours devoted to the case or other relevant factors." *Six Mexican Workers v. Ariz. Citrus Growers*, 904 F.2d 1301, 1311 (9th Cir. 1990). "The Ninth Circuit has identified a number of factors that may be relevant in determining if the award is reasonable: (1) the results achieved; (2) the risks of litigation; (3) the skill required and the quality of work; (4) the contingent nature of the fee; (5) the burdens carried by class counsel; and (6) the awards made in similar cases." *Martin v. Ameripride Services, Inc.*, No. 08-cv-440-MMA, 2011 WL 2313604, at *8 (S.D. Cal. June 9, 2011) (citing *Vizcaino v. Microsoft Corp.*, 290 F.3d 1043, 1048–50 (9th Cir. 2002)). The choice of "the benchmark or any other rate must be supported by findings that take into account all of the circumstances of the case." *Vizcaino*, 290 F.3d at 1048.

Class Counsel seeks fees in the amount of $1,650,000, or 33% of the $5 million settlement fund. (Fee Mot. at 5). The Court previously noted that it may "entertain some upward departure from the presumptively reasonable 25%" but "required detailed billing records substantiating [such request]." (Preliminary Approval Order at 9). After reviewing the 40 pages of billing records submitted, the Court now concludes

that Class Counsel's request is reasonable and fair, especially considering the excellent recovery of $5 million. (Fee Mot. at 8–10; Declaration of Todd M. Friedman on September 10, 2018 ("Friedman Decl. I") Ex. A (Docket No. 200-1)).

Moreover, continued litigation carries the risk for the Class of an inferior award or nothing. Maintaining class action status, as well as ultimately obtaining a finding of liability, remains uncertain. (Fee Mot. at 10–11). Class Counsel exercised considerable skill in the litigation of the motion for class certification, dispositive motions, and substantial discovery (including discovery disputes), and they did so against experienced, highly skilled opposing counsel and on an entirely contingent basis. (*Id.* at 11–13).

A lodestar crosscheck confirms the reasonableness of the award. (*Id.* at 13–17). Mr. Friedman's declaration and itemized billing summary submitted in support of the Fee Motion show that billing rates were $175 per hour for law clerks, $370 for a junior associate, $575 for a senior associate, and between $625 and $725 for two partners. (Friedman Decl. I ¶¶ 37–49). There was no co-counsel on the case. These rates fall within the reasonable range. *See, e.g., In re Optical Disk Drive Prod. Antitrust Litig.*, No. 10-md-2143-RS, 2016 WL 7364803, at *8 (N.D. Cal. Dec. 19, 2016) (approving rate of $950 per hour for senior partner); *In re Animation Workers Antitrust Litig.*, No. 14-cv-4062-LHK, 2016 WL 6663005, at *6 (N.D. Cal. Nov. 11, 2016) (approving rates of between $845 and $1,200 per hour for three senior attorneys, and rates of paralegals at $290 or lower).

In addition, the hours worked on the case—totaling 2,018.70—are reasonable in light of the complexity of the case and counsel's investment in obtaining a fair result for their clients. The cumulative lodestar is $1,274,102.50. (Friedman Decl. I ¶ 49; Fee Mot. at 14). This figure does not include efforts expended after the filing of the Settlement Motion and Fee Motion, such as attending the final fairness hearing and directing the claims administration process. (Friedman Decl. I ¶ 34). Nor does this figure include the time spent by other clerks and paralegals. (*Id.*).

Finally, Class Members were notified that Class Counsel would seek fees of up to 33% of the settlement amount. No Class Members have objected to the requested fee. (Declaration of Todd M. Friedman on November 6, 2018 ("Friedman Decl. II") ¶ 6 (Docket No. 203)).

Accordingly, the Court concludes that Class Counsel's request for attorneys' fees is reasonable.

### C. Reimbursement of Litigation Expenses

Class Counsel next seeks reimbursement of litigation expenses in the amount of $123,688.82. (Fee Mot. at 17).

Attorneys may recover their reasonable expenses that would typically be billed to paying clients in non-contingency matters. *See Harris v. Marhoefer*, 24 F.3d 16, 19 (9th Cir. 1994).

Class Counsel provides a detailed breakdown of costs. (Friedman Decl. I ¶ 35) First, approximately 19.4%, or $28,147.50, of the total expenses relate to mediation fees. (*Id.*). Second, approximately 59.2%, or $85,731.25 of the total expenses relate to expenses for expert witnesses and consultants, an important part of litigation involving technical privacy issues. (*Id.*). Finally, the remaining $33,137.97 relates to necessary travel, filing and service fees, document storage and maintenance fees, and printing fees. (*Id.*). Attorneys routinely bill clients for such expenses, and it is therefore appropriate to allow Class Counsel to recover these costs from the settlement fund.

Class Members were also notified that Class Counsel would seek reimbursement of litigation expenses up to $250,000. No Class Members have objected to the requested expenses. (Friedman Decl. II ¶ 6). Accordingly, the Court concludes that Class Counsel's request for litigation expenses is fair and reasonable.

**D. Incentive Award**

Lead Plaintiff also seeks an incentive award of $15,000 for her participation in this action. (Fee Mot. at 18).

"[N]amed plaintiffs . . . are eligible for reasonable incentive payments" as part of a class action settlement. *Staton*, 327 F.3d at 977 (9th Cir. 2003). When evaluating the reasonableness of an incentive award, courts may consider factors such as "the actions the plaintiff has taken to protect the interests of the class, the degree to which the class has benefitted from those actions, . . . the amount of time and effort the plaintiff expended in pursuing the litigation . . . and reasonabl[e] fear[s of] workplace retaliation." *Id.*

The Fee Motion, citing to a few cases, notes that incentive awards of $5,000 is presumptively reasonable. (Fee Mot. at 18 (citing *Bellinghausen v. Tractor Supply Co.*, 306 F.R.D. 245, 266–67 (N.D. Cal. 2015); *In re Online DVD-Rental Antitrust Litig.*, 779 F.3d at 942–43; *In re Toys R Us – Delaware, Inc. – Fair and Accurate Credit Transactions Act (FACTA) Litig.*, 295 F.R.D. 438, 472 (C.D. Cal. 2014)). The Court, however, is not persuaded that these cases support Lead Plaintiff's request for $15,000. But an independent search does reveal that incentive awards of $15,000 have been found to be reasonable. *See, e.g.*, *In re Veritas Software Corp. Sec. Litig.*, 396 Fed. App'x 815, 816 (3d Cir. 2010) ($15,000 awarded to each lead plaintiff); *Buccellato v. AT&T Operations, Inc.*, No. 10-cv-463-LHK, 2011 WL 4526673, at *4 (N.D. Cal. June 30, 2011) ($20,000 awarded to lead plaintiff).

The Fee Motion also notes that Lead Plaintiff has (1) turned down numerous requests to settle her claims individually for more than $15,000, and (2) assisted in more than three years of litigation, by sitting for a deposition, participating in two mediation sessions, providing documents and information to counsel, participating in various motions and settlement discussions, and reviewing and approving the settlement on behalf of the class. (Fee Mot. at 18–19). In light of the caselaw supporting a $15,000 incentive award and the significant time and effort Lead Plaintiff expended in this litigation, the Court finds the award of $15,000 appropriate.

**E. *Cy Pres* Recipient**

The parties dispute the *cy pres* recipient. Lead Plaintiff proposes the Public Justice Foundation, a public interest organization that aggressively prosecutes a wide range of class actions, has a special project to preserve class actions and prevent their abuse, and advocates against binding arbitration clauses for employees and consumers. Medicredit proposes the Legal Aid Association of California ("Legal Aid"), with the funds earmarked to support consumer privacy protections.

Any portion of the settlement fund remaining after the checks have been disbursed will be rolled over into a *cy pres* fund. The Ninth Circuit discussed requirements for *cy pres* recipients in *Dennis v. Kellog Co.*, 697 F.3d 858 (9th Cir. 2012). The court emphasized that "a *cy pres* award must qualify as 'the next best distribution' to giving the funds directly to class members." *Id.* at 865. "A *cy pres* award must be 'guided by (1) the objectives of the underlying statute(s) and (2) the interests of the silent class members,' and must not benefit a group 'too remote from the plaintiff class[.]'" *Id.* (quoting *Six Mexican Workers*, 904 F.2d at 1308–09). The court has "broad discretionary powers in shaping" a *cy pres* award. *In re Easysaver Rewards Litig.*, 906 F.3d 747, 761 (9th Cir. 2018) (citation omitted).

Here, having considered the parties' proposals and reviewing the two organizations, the Court concludes that Legal Aid is the proper choice for a *cy pres* recipient. Since one of the many objectives of IPA, the underlying statute in the case, is to protect the privacy of California consumers in their telephonic communications, earmarked funds to support consumer privacy protections seem appropriate to advance that objective. Moreover, the focus of Legal Aid is to protect California residents, like Class Members in this case. The Court views a *cy pres* award to Public Justice Foundation to advance class action fairness and advocates against binding arbitration, while important, to be too remote from the objectives of IPA and this case. *See Dennis*, 697 F.3d at 865 (noting that "the *cy pres* distribution was an abuse of discretion because there was 'no reasonable certainty' that any class member would benefit from it, even though the money would go 'to areas where the class members

may live'") (citation omitted). At the hearing, Lead Plaintiff also noted that she was not opposed to Legal Aid as the *cy pres* recipient.

## III. CONCLUSION

For the reasons discussed above, both the Settlement Motion and the Fee Motion are **GRANTED**.

The Court awards Class Counsel $1,650,000 in fees and $123,688.82 in costs, to be paid from the settlement fund. The Court also awards Lead Plaintiff an incentive payment of $15,000. The Court further approves Legal Aid to be the *cy pres* recipient.

A separate judgment will issue.

IT IS SO ORDERED.