

**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

Kathleen Sonner,
Plaintiff,
v.
Schwabe North America, Inc. et al,
Defendants.

5:15-cv-01358-VAP-SPx

**Order GRANTING Final Approval
of Class Action Settlement
(Dkt. 203)**

United States District Court
Central District of California

Before the Court is Plaintiff Kathleen Sonner’s (“Plaintiff”) unopposed Motion for Final Approval of Class Action Settlement (“Motion”). (Dkt. 203).¹ Having considered the papers filed in support of the Motion, the Court deems this matter appropriate for resolution without oral argument of counsel pursuant to Local Rule 7-15. The Court GRANTS the Motion IN PART.

I. BACKGROUND

A. Procedural History

The parties are familiar with the background of this dispute, and the Court detailed the facts in its Order granting Preliminary Approval of Class Action Settlement. (Dkt. 198). In short, this proposed class action settlement represents the outcome of a lawsuit pending for five years,

¹ Defendants filed their Notice of Non-Opposition on January 5, 2021. (Dkt. 205).

1 alleging false advertising and other claims. The class, as defined in the
2 settlement agreement, would include “[a]ll people who purchased in
3 California Ginkgold or Ginkgold Max from July 7, 2011 through the date of
4 preliminary approval, and all people who purchased in the United States
5 other than in California Ginkgold or Ginkgold Max from January 1, 2016
6 through the date of preliminary approval.” (*Id.*)
7

8 The parties participated in extensive motion practice throughout the
9 litigation, including: two motions to dismiss, a motion for summary judgment,
10 briefing at the Ninth Circuit Court of Appeal, class certification briefing, and
11 other discovery related motions. (*Id.*) The parties also produced and
12 analyzed over 172,000 pages of documents and conducted Rule 30(b)(6)
13 and expert depositions (three of which occurred during the COVID-19
14 pandemic). (*Id.*) The parties participated in three full-day mediation
15 sessions, one before Honorable Edward A. Infante (Ret.) on June 8, 2016,
16 and two with Scott Markus, Esq. on February 13, 2020, and April 1, 2020.
17 (*Id.*) Mediation statements were submitted for each session. (*Id.*) The
18 parties finally reached a resolution on July 27, 2020. (*Id.*)
19

20 **B. Settlement Terms**

21 The parties prepared a joint settlement agreement (“Settlement
22 Agreement” or “SA”). (Dkt. 186). The Settlement Agreement establishes a
23 settlement fund of \$3,375,000.00. (*Id.*, § 2.2).
24

25 Settlement class members are entitled to reimbursements for all
26 qualifying purchases for which they can provide proof of purchase. (*Id.*)

1 Otherwise, Settlement class members can claim up to 3 reimbursements for
2 their qualifying Ginkgold purchases by filling out a claim form and declaring
3 under penalty of perjury that they made the claimed purchase(s). (*Id.*)
4

5 If the amount of the net settlement fund exceeds the aggregate of the
6 valid claims, each claim will be increased by up to five (5) times the
7 submitted amount. (*Id.*, § 2.2.1). The Settlement Agreement also entitles
8 Plaintiff to a class representative award of \$5,000.00. (*Id.*) After
9 disbursements to the class, any money that remains in the net settlement
10 fund will be distributed to the American Brain Foundation pursuant to the *Cy*
11 *Pres* doctrine. (*Id.*, § 2.2.4).
12

13 II. LEGAL STANDARD

14 Federal Rule of Civil Procedure 23(e) provides that “[t]he claims,
15 issues, or defenses of a certified class may be settled, voluntarily dismissed,
16 or compromised only with the court’s approval.” “[S]trong judicial policy . . .
17 favors settlements, particularly where complex class action litigation is
18 concerned.” *Class Plaintiffs v. City of Seattle*, 955 F.2d 1268, 1276 (9th Cir.
19 1992). “The purpose of Rule 23(e) is to protect the unnamed members of
20 the class from unjust or unfair settlements affecting their rights.” *In re*
21 *Syncor ERISA Litig.*, 516 F.3d 1095, 1100 (9th Cir. 2008). The Court’s
22 review of the settlement is meant to be “extremely limited” and should
23 consider the settlement as a whole. *Hanlon v. Chrysler Corp.*, 150 F.3d
24 1011, 1026 (9th Cir. 1998).
25
26

1 A court must engage in a two-step process to approve a proposed
2 class action settlement. First, the court must determine whether the
3 proposed settlement deserves preliminary approval. *Nat'l Rural*
4 *Telecomms. Coop. v. DirecTV, Inc.*, 221 F.R.D. 523, 525 (C.D. Cal. 2004).
5 Second, after notice is given to class members, the Court must determine
6 whether final approval is warranted. (*Id.*) A court should approve a
7 settlement pursuant to Rule 23(e) only if the settlement “is fundamentally
8 fair, adequate and reasonable.” *Torrise v. Tucson Elec. Power Co.*, 8 F.3d
9 1370, 1375 (9th Cir. 1993); accord *In re Mego Fin. Corp. Sec. Litig.*, 213
10 F.3d 454, 458 (9th Cir. 2000) (*citing Hanlon v. Chrysler Corp.*, 150 F.3d
11 1011, 1026 (9th Cir. 1998)).
12

13 In the Ninth Circuit, courts must balance the following factors to
14 determine whether a class action settlement is fair, adequate, and
15 reasonable: (1) the strength of the plaintiffs’ case, (2) the risk, expense,
16 complexity, and likely duration of further litigation, (3) the risk of maintaining
17 class action status throughout the trial, (4) the amount offered in settlement,
18 (5) the extent of discovery completed and the stage of the proceedings, (6)
19 the experience and views of counsel, (7) the presence of a governmental
20 participant, and (8) the reaction of the class members to the proposed
21 settlement. *Torrise*, 8 F.3d at 1375; accord *Hanlon*, 150 F.3d at 1026. “In
22 addition, the settlement may not be the product of collusion among the
23 negotiating parties.” *In re Mego Fin. Corp. Sec. Litig.*, 213 F.3d at 458.
24

25 “[S]trong judicial policy . . . favors settlements, particularly where
26 complex class action litigation is concerned.” *Class Plaintiffs v. City of*

1 *Seattle*, 955 F.2d 1268, 1276 (9th Cir. 1992). In addition, “[t]he involvement
 2 of experienced class action counsel and the fact that the settlement
 3 agreement was reached in arm’s length negotiations, after relevant
 4 discovery had taken place create a presumption that the agreement is fair.”
 5 *Linney v. Cellular Alaska P’ship*, No. C-96-3008-DLJ, 1997 WL 450064, at
 6 *5 (N.D. Cal. July 18, 1997), aff’d, 151 F.3d 1234 (9th Cir. 1998).

8 III. DISCUSSION

9 A. Fairness, Adequacy, and Reasonableness of the Settlement

10 1. Product of Serious, Informed, Non-Collusive Negotiations

11 To approve the Settlement at this stage, the Court must find first it is
 12 “not the product of fraud or overreaching by, or collusion between, the
 13 negotiating parties.” *Hanlon*, 150 F.3d at 1027.

14
 15 As previously found by this Court, the parties engaged in arm’s length,
 16 serious, informed, and non-collusive negotiations between experienced and
 17 knowledgeable counsel. Additionally, the Settlement Agreement was
 18 reached after three full-day mediations, one conducted by the Honorable
 19 Edward A. Infante (Ret.) on June 8, 2016, and two with Scott Markus, Esq.
 20 on February 13, 2020. The Settlement Agreement is therefore
 21 presumptively the product of a non-collusive, arms-length negotiation, see
 22 *Roe v. SFBSC Management, LLC*, No. 14-cv-03616-LB, 2017 WL 4073809,
 23 at *9 (N.D. Cal. Sept. 14, 2017) (holding that a settlement that is the product
 24 of an arms-length negotiation “conducted by capable and experienced
 25 counsel” is presumed to be fair and reasonable); *Satchell v. Fed.*
 26 *ExpressCorp.*, No. 03-cv-2878-SI, 2007 WL 1114010, at *4 (N.D. Cal. Apr.

1 13, 2007) (“The assistance of an experienced mediator in the settlement
2 process confirms that the settlement is non-collusive.”). This factor weighs
3 in favor of approval.

4
5 2. Strength of Plaintiff’s Case and Future Risk

6 Plaintiff’s claims have withstood motions to dismiss and for summary
7 judgment, but face more hurdles, particularly in proof of damage if the case
8 proceeded to trial. Plaintiff claims to believe in her case but recognizes that
9 Defendants have demonstrated their ability to litigate this action through trial
10 and appeal if necessary.

11
12 Class Counsel maintains that the Settlement Agreement is more than
13 reasonable in light of the litigation risks that Plaintiff and Class Members
14 would face if the case were not settled. These risks include, inter alia, dis-
15 missal of class allegations, an adverse decision on the merits, loss of mo-
16 tions, the likely lengthy duration of further litigation, and the possibility that a
17 trial would return a less favorable verdict.

18
19 As it stands, each “Settlement Class Member who submits a valid
20 claim will receive cash reimbursement for up to three purchases of Ginkgold
21 without proof of purchase. For Settlement Class Members with proof of pur-
22 chase, they may receive up to their full purchase price for all purchases,”
23 which is the requested relief in the case. (See Dkt. 203-1, at 5). Given the
24 relative strength of Plaintiff’s claims, and the risks and costs associated with
25 future complex litigation, the Settlement Agreement’s terms appear to be
26 reasonable. Hence, these factors favor approval.

1
2
3 3. Amount Offered in the Settlement

4 As noted above, the Settlement Agreement establishes a settlement
5 fund of \$3,375,000.00. (Dkt. 186, § 2.2). The average retail price of
6 Ginkgold ranges from \$23.00 to \$28.00 over the Settlement Class period.
7 (Dkt. 203-1). “If the requested cost of notice, attorneys’ fees and expenses,
8 and plaintiff service award (totaling \$1,518,750) are awarded and deducted
9 from the Settlement Fund, \$1,856,250 remains to pay Settlement Class
10 Members. Assuming 80,0000 valid claims are made, Settlement Class
11 Members will receive an average cash reimbursement of \$23.20 each.”
12 (*Id.*)
13

14 For a settlement to be fair and adequate, “a district court must
15 carefully assess the reasonableness of a fee amount spelled out in a class
16 action settlement agreement.” *Staton v. Boeing Co.*, 327 F.3d 938, 963 (9th
17 Cir. 2003). As discussed in more detail below, the Court finds that amount
18 offered in settlement weighs in favor of final approval.
19

20 4. Extent of Discovery Completed and Stage of the Proceedings

21 This factor requires the Court to evaluate whether “the parties have
22 sufficient information to make an informed decision about settlement.”
23 *Linney v. Cellullar Alaska P’ship*, 151 F.3d 1234, 1239 (9th Cir. 1998).
24

25 As noted above, the parties litigated diligently for five years, including
26 briefing two motions to dismiss, a motion for summary judgment, taking the

1 case on appeal, beginning formal discovery which included multiple rounds
2 of depositions and the production and review of a very large number of
3 documents, and engaging in three full-day mediations. Accordingly, the
4 Court finds this factor weighs in favor of approval. See *Linney*, 151 F.3d at
5 1239.

6
7 5. Experience and Views of Counsel

8 As stated above, Class Counsel has ample experience litigating class
9 actions similar to this case and hence has demonstrated the ability to
10 prosecute vigorously on behalf of the class members. Accordingly, the
11 Court finds this factor weighs in favor of approval.

12
13 6. Presence of a Governmental Participant

14 As there is no governmental participant in this action, this factor is
15 irrelevant for the purposes of final approval.

16
17 7. The Reaction of The Class Members to the Proposed
18 Settlement

19 “[T]he absence of a large number of objections to a proposed class
20 action settlement raises a strong presumption that the terms . . . are
21 favorable to the class members.” *Nat’l Rural Telecomms. Coop.*, 221 F.R.D.
22 at 529.

23
24 Following preliminary approval of the settlement by the Court, the
25 settlement administrator provided notice to the Settlement Class through a
26 digital media campaign. (Dkt. 203-5). The Notice explains in plain language

1 what the case is about, what the recipient is entitled to, and the options
2 available to the recipient in connection with this case, as well as the
3 consequences of each option. (*Id.*, Ex. E). During the allotted response
4 period, the settlement administrator received no requests for exclusion and
5 just one objection, which was later withdrawn. (Dkt. 203-1, at 11).

6
7 Given the low number of objections and the absence of any requests
8 for exclusion, the Class response is favorable overall. Accordingly, this
9 factor also weighs in favor of approval.

10
11 8. Balancing the Factors

12 As all the relevant factors favor approval, the Court finds that the
13 proposed Settlement Agreement is fair, reasonable, and adequate and
14 GRANTS final approval of the Settlement Agreement.

15
16 **B. Plaintiff's Motion for Attorneys' Fees**

17 When evaluating attorneys' fees, the Ninth Circuit holds "the district
18 court has discretion in common fund cases to choose either the percentage-
19 of-the-fund or the lodestar method." *Vizcaino v. Microsoft Corp.*, 290 F.3d
20 1043, 1047 (9th Cir. 2002) (citing *In re Wash. Pub. Power Supply Sys. Sec.*
21 *Litig.*, 19 F.3d 1291, 1295–96 (9th Cir.1994)). Here, Plaintiff seeks to
22 employ the percentage-of-the fund method and the lodestar method and
23 requests \$946,916.21, i.e., 28% of the Gross Settlement Amount, on behalf
24 of Class Counsel.

1 When using the percentage-of-the-fund method, “courts typically set a
2 benchmark of 25% of the fund as a reasonable fee award and justify any
3 increase or decrease from this amount based on circumstances in the
4 record.” *Monterrubio v. Best Buy Stores, L.P.*, 291 F.R.D. 443, 455 (E.D.
5 Cal. May 14, 2013); see *Paul, Johnson, Alston & Hunt v. Grauly*, 886 F.2d
6 268, 272 (9th Cir. 1989). The percentage may be adjusted upward or
7 downward based on: (1) the results achieved; (2) the risks of litigation; (3)
8 the skill required and the quality of work; (4) the contingent nature of the fee;
9 (5) the burdens carried by the class counsel; and (6) the awards made in
10 similar cases. *Monterrubio*, 291 F.R.D. at 455 (citing *Vizcaino*, 290 F.3d at
11 1048–50). The Court addresses these factors below:

12
13 1. Results Achieved

14 Plaintiff’s Counsel has shown that it obtained a good result. The
15 settlement provides nearly a full refund to the Settlement Class Members for
16 their Ginkgold purchases and no proof of purchase is required to receive up
17 to three reimbursements. “For Settlement Class Members with proof of
18 purchase, they may receive up to their full purchase price for all purchases,”
19 which is the requested relief in the case. (See Dkt. 203-1, at 5). Although
20 Plaintiff’s Counsel has not provided information on the maximum possible
21 value class members could have received, this factor weighs in favor of
22 approving the proposed attorneys’ fees award.

23
24 2. Risks of Litigation

25 Plaintiff’s Counsel assumed some degree of risk by representing
26 Plaintiff, although not extreme risk. The litigation lasted five years, and

1 Plaintiff's Counsel successfully appealed the dismissal of the case. This
2 merits a small departure from the 25% benchmark. *Compare Monterrubio*,
3 291 F.R.D. at 456–57 (finding case was not “extremely risky” although it was
4 questionable whether the class could be certified, whether the plaintiff could
5 prove an employer’s policies violated labor code sections on a “knew or
6 should have known” standard, and whether plaintiff could overcome an
7 “exhaustion defense”), *and Hawthorne v. Umpqua Bank*, No. 11-CV-06700-
8 JST, 2015 WL 1927342, at *5 (N.D. Cal. Apr. 28, 2015) (holding the risk in a
9 case did not merit an attorneys’ fee award of 33% even though the class
10 counsel “expended a significant amount of time and effort litigating this case
11 over the past three years and undertook a major risk by taking it on a
12 contingency basis.”), *with Vizcaino*, 290 F.3d at 1048 (finding case
13 “extremely risky” when, among other factors, plaintiffs lost twice in district
14 court and there was absence of supporting precedent).

15
16 3. Contingent Nature of the Fees and Burdens Carried

17 “It is an established practice in the private legal market to reward
18 attorneys for taking the risk of non-payment by paying them a premium over
19 their normal hourly rates for winning contingency cases.” *In re Washington*
20 *Pub. Power Supply Sys. Sec. Litig.*, 19 F.3d at 1299. Thus, whether
21 Plaintiff’s Counsel have taken the case on a contingency fee basis must be
22 considered when deciding to vary from the 25% benchmark. *Monterrubio*,
23 291 F.R.D. at 457. Here, Plaintiff’s Counsel took this case on a contingency
24 fee basis. Thus, this factor weighs slightly in favor of an upward deviation
25 from the benchmark.
26

1 4. Burdens Carried

2 Plaintiff’s Counsel have provided information as to the costs in
3 prosecuting this action, which, combined, account for \$166,833.79 of the
4 total \$1,113,750.00 requested. (Dkt. 203-1, at 12). The Court finds these
5 expenses reasonable, but not overly burdensome, so this factor is neutral.
6

7 5. Skill and Quality of the Work

8 Plaintiff’s Counsel are experienced and skilled litigators, and their work
9 on this case included the successful prosecution of an appeal to the Ninth
10 Circuit Court of Appeals. Their work merits the small upward departure from
11 the 25% benchmark.
12

13 6. Awards Made in Similar Cases

14 As noted above, 25% is the Ninth Circuit’s “benchmark award for
15 attorney[s]’ fees.” *Hanlon*, 150 F.3d at 1029. Plaintiff’s Counsel requests
16 the Court enhance the award, citing to cases in which courts have awarded
17 attorneys’ fees at or above one third of the total settlement fund. (See Dkt.
18 203-1, at 19-20). The results achieved in the cited authorities are not
19 sufficiently similar to the result here to be persuasive. Nevertheless, given
20 the quality of the work performed by Plaintiff’s counsel, and their successful
21 work on appeal, this factor weighs in favor of a modest departure from the
22 25% benchmark.
23

24 7. Lodestar Cross-Check

25 Calculation of the lodestar, which measures the lawyers’ investment of
26 time in the litigation, provides a check on the reasonableness of the

1 percentage award. Where such investment is minimal, as in the case of an
2 early settlement, the lodestar calculation may convince a court that a lower
3 percentage is reasonable. Similarly, the lodestar calculation can be helpful
4 in suggesting a higher percentage when litigation has been protracted.
5 Thus, while the primary basis of the fee award remains the percentage
6 method, the lodestar may provide a useful perspective on the
7 reasonableness of a given percentage award. *Vizcaino*, 290 F.3d at 1050.

8
9 “To inform and assist the court in the exercise of its discretion, the
10 burden is on the fee applicant to produce satisfactory evidence—in addition
11 to the attorney’s own affidavits—that the requested rates are in line with
12 those prevailing in the community for similar services by lawyers of
13 reasonably comparable skill, experience and reputation.” *Camacho v.*
14 *Bridgeport Fin., Inc.*, 523 F.3d 973, 980 (9th Cir. 2008) (quoting *Blum v.*
15 *Stenson*, 465 U.S. 886, 896 (1984)).

16
17 Here, Plaintiff’s Counsel report that its lodestar is \$1,416,113.25,
18 based on a total of approximately 2,457.25 hours from Blood Hurst &
19 O’Reardon, LLP at hourly rates of \$410.00 to \$810.00 for each attorney on
20 the matter and \$280.00/hour for paralegals (totaling \$1,307,851.25 in fees)
21 and \$162,123.67 in litigation expenses. (Dkt. 203-2, ¶ 12). The lodestar is
22 also based on a total of approximately 219 hours from Carlson Lynch LLP at
23 hourly rates of \$750 for one partner, \$395 for one associate, and \$125 for
24 one paralegal (totaling \$102,262.00 in fees) and \$4,710.12 in litigation
25 expenses. (Dkt. 203-3, ¶¶ 5-6).
26

1 After a review of Plaintiff's Counsel's declarations, the Court
2 concludes that the lodestar amount is reasonable considering the work
3 performed and the prevailing rates in the community for attorneys of
4 comparable skill, experience and reputation. Counsel provided supporting
5 evidence as to the prevailing rates in the community for similar services by
6 lawyers of reasonably comparable skill. (Dkt. 203-2, ¶ 11, Ex. A; Dkt. 203-3,
7 ¶ 9). Further, Counsel have provided detail regarding the number of hours it
8 spent on this case.

9
10 Moreover, the fee Counsel seeks reflects a negative multiplier of 0.66
11 on the lodestar which is reasonable for a complex class action case. See
12 *Milburn v. PetSmart, Inc.*, No. 1:18-cv-00535, 2019 U.S. Dist. LEXIS
13 187530, at *29 (E.D. Cal. Oct. 28, 2019) (awarding 33.3% of common fund
14 where lodestar amounted to a negative multiplier); see *Hopkins v. Stryker*
15 *Sales Corp.*, 11CV2786-LHK, 2013 WL 496358, at *4 (N.D. Cal. Feb. 6,
16 2013) ("Multipliers of 1 to 4 are commonly found to be appropriate in
17 complex class action cases."). In the recent \$50 million settlement in
18 *Spann*, Judge Olguin held that a multiplier of 3.07 was "well within the range
19 of reasonable multipliers." *Spann v. J.C. Penney Corp.*, 211 F. Supp. 3d
20 1244, 1265 (C.D. Cal. 2016); see also *Vizcaino*, 290 F.3d at 1052–1054
21 (surveying multipliers in 23 class action suits and recognizing that courts
22 applied multipliers of 1.0 to 4.0 in 83% of surveyed cases); *Parkinson v.*
23 *Hyundai Motor Am.*, 796 F. Supp. 2d 1160, 1170 (C.D. Cal. 2010) (observing
24 that "multipliers may range from 1.2 to 4 or even higher").

25
26 8. Conclusion

1 In sum, five of the *Vizcaino* factors weigh in favor of a small departure
2 from the 25% attorneys' fee award benchmark and one factor is neutral. In
3 addition, Plaintiff's Counsel's lodestar calculation figures are reasonable.
4 The Court therefore finds that the facts of this case support a departure from
5 the benchmark by 3% from 25% to 28%.

6
7 Accordingly, the Court GRANTS Plaintiff's Counsel's application for
8 attorneys' fees equal to 28% of the settlement fund (\$946,916.21).

9
10 **C. Costs**

11 Class counsel seeks \$166,833.79 in litigation costs. Class Counsel
12 have submitted a detailed accounting as to those expenses. (Dkt. 203-2, ¶
13 17; Dkt. 203-3, ¶ 5). This includes settlement administrator costs of
14 \$46,976.32. The Court finds that reimbursement of those expenses is
15 reasonable and APPROVES the reimbursement in the amount sought.

16
17 **D. Incentive Award**

18 Named plaintiffs "are eligible for reasonable incentive payments."
19 *Staton*, 327 F.3d at 977. Such awards "are intended to compensate class
20 representatives for work done on behalf of the class, to make up for
21 financial or reputational risk undertaken in bringing the action, and,
22 sometimes, to recognize their willingness to act as a private attorney
23 general." *Rodriguez v. W. Publ'g Corp.*, 563 F.3d 948, 958–59 (9th Cir.
24 2009).

1 “The district court must evaluate [incentive] awards individually, using
2 ‘relevant factors includ[ing] the actions the plaintiff has taken to protect the
3 interests of the class, the degree to which the class has benefitted from
4 those actions, . . . the amount of time and effort the plaintiff expended in
5 pursuing the litigation . . . and reasonabl[e] fear[s of] workplace retaliation.”
6 *Staton*, 327 F.3d at 977.

7
8 Courts may also consider: the risk to the class representative in
9 commencing suit, both financial and otherwise; the notoriety and personal
10 difficulties encountered by the class representative; the amount of time and
11 effort spent by the class representative; the duration of the litigation; and the
12 personal benefit (or lack thereof) enjoyed by the class representative as a
13 result of the litigation. *Van Vranken v. Atl. Richfield Co.*, 901 F. Supp. 294,
14 299 (N.D. Cal. Aug. 16, 1995). “Courts have generally found that \$5,000
15 incentive payments are reasonable.” *Alberto v. GMRI, Inc.*, 252 F.R.D. 652,
16 669 (E.D. Cal. Jun. 24, 2008) (citations omitted).

17
18 Under the proposed settlement agreement, the named Plaintiff will
19 receive an award of \$5,000.00. Class counsel notes that the named Plaintiff
20 devoted substantial time and effort to this litigation, “including being
21 deposed over several hours, providing written responses to discovery
22 requests, checking for and providing requested documents, participating in
23 periodic telephone conferences and exchanging correspondence with
24 Plaintiff’s counsel, and reviewing and approving pleadings, including the
25 complaint and the Settlement Agreement.” (Dkt. 203-1, at 22-23).
26

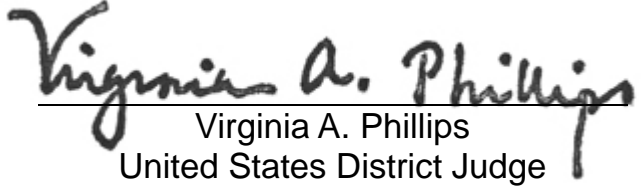
1 The Court approves an award of a total of \$5,000.00 for the named
2 Plaintiff as an incentive award.

3
4
5 **IV. CONCLUSION**

6 For the reasons stated above, the Court GRANTS the Motion for Final
7 Approval of Class Action Settlement.

8
9 **IT IS SO ORDERED.**

10
11 Dated: 1/25/21

12 
13 Virginia A. Phillips
14 United States District Judge
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United States District Court
Central District of California