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

<p>WILLIAM GRIVAS, individually and on behalf of all others similarly situated,</p> <p style="text-align: center;">Plaintiff,</p> <p>v.</p> <p>METAGENICS, INC.,</p> <p style="text-align: center;">Defendant.</p>	}	<p>Case No.: SACV 15-01838-CJC-DFM</p> <p>ORDER GRANTING PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT [Dkt. 74]</p>
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I. INTRODUCTION & BACKGROUND

Plaintiff William Grivas brings this putative class action challenging Defendant Metagenics, Inc.’s purportedly deceptive marketing of four non-prescription products that allegedly treat a number of chronic health conditions. (Dkt. 1 [Complaint]; Dkt. 47 [Operative First Amended Complaint, hereinafter “FAC”].) After years of investigation

1 and litigation, Plaintiff now seeks preliminary approval of a \$1.3 million non-
2 reversionary class action settlement. (Dkt. 74.)

3
4 Defendant Metagenics, Inc. (“Metagenics”) manufactures and sells non-
5 prescription, consumable products. At issue are four products (the “Products”) that
6 Metagenics marketed as “Medical Foods.”¹ (FAC ¶ 1.) California’s Sherman Food,
7 Drug, and Cosmetic Act defines the term “Medical Food” by incorporating the pertinent
8 federal statutes and U.S. Food and Drug Administration (“FDA”) regulations. Cal.
9 Health & Safety Code § 110100 (incorporating 21 U.S.C. § 360ee(b)(3)). Under federal
10 and California state law, a “Medical Food” is “a food which is formulated to be
11 consumed or administered internally under the supervision of a physician and which is
12 intended for the dietary management of a specific disease or condition for which
13 distinctive nutritional requirements, based on recognized scientific principles, are
14 established by medical evaluation.” 21 U.S.C. § 360ee(b)(3).

15
16 According to Plaintiff, Metagenics engaged in “false and misleading advertising,
17 unfair competition, and deceptive conduct towards consumers” when it labeled the
18 Products as “Medical Foods” because they do not constitute “Medical Foods” under the
19 relevant statutes. (FAC ¶ 56.) On November 9, 2015, Plaintiff brought the instant action
20 on behalf of himself and a nationwide class of persons who purchased the Products,
21 asserting one claim for unlawful business acts and practices in violation of California
22 Unfair Competition Law, Cal. Bus. & Prof. Code §§ 17200 *et seq.* (*See generally* Dkt.
23 1.) The “Medical Food” label, Plaintiff contends, enabled Metagenics to sell the Products
24 at a higher price point when compared to ordinary foods or dietary supplements. (*See*
25 *generally* FAC.)

26
27
28 ¹ The four varieties that Mr. Grvas purchased, and which Metagenics no longer sells, are *UltraMeal Plus*, *UltraMeal Plus 360*, *UltraGlycemX*, and *UltraClear*. (FAC ¶ 13.)

1 The parties have engaged in substantial discovery and conducted a mediation
2 before a retired judge. After surviving two motions to dismiss, Plaintiff continued his
3 investigation by gathering and analyzing publicly-available data, Food and Drug
4 Administration records, Defendant's sales information, and information obtained through
5 several Freedom of Information Act Requests. (Dkt. 74-2 [Declaration of Alex
6 Tomasevic, hereinafter "Tomasevic Decl.,"] ¶ 16.) Plaintiff also hired and consulted with
7 renowned nutritional, biochemical, and physiological expert, Dr. Edward R. Blonz, PhD,
8 to assist Plaintiff's counsel in understanding the relevant science and scope of potential
9 claims. (*Id.*) On August 14, 2018, the parties attended a full-day mediation before the
10 Honorable Peter D. Lichtman of JAMS, one of the founders of the Los Angeles Superior
11 Court's Complex Civil Litigation program. (*Id.* ¶¶ 17–18.) Before the mediation, the
12 parties exchanged and analyzed additional information, including Metagenics' detailed
13 nationwide sales data. (*Id.*) Although the parties did not resolve the case at the
14 mediation, they later accepted Mr. Lichtman's written proposal in September 2018. (*Id.*)

15
16 Under the parties' Settlement Agreement, Metagenics will pay \$1.3 million into a
17 common fund. (Dkt. 74-3 [Settlement Agreement] at III.A.) After providing settlement
18 administrator costs, attorneys' fees and costs, and a lead plaintiff award for Mr. Grivas,
19 the remaining money will be distributed to consumers who purchased any of the four
20 Metagenics products that Mr. Grivas purchased. (*Id.* at II.E.) Before the Court is
21 Plaintiff's unopposed motion for preliminary approval of its \$1.3 million non-
22 reversionary class action settlement. (Dkt. 74-1 [hereinafter "Mot.,"].) For the following
23 reasons, Plaintiff's motion is **GRANTED**.²

24
25 //

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27
28 ² Having read and considered the papers presented by the parties, the Court finds this matter appropriate
for disposition without a hearing. *See* Fed. R. Civ. P. 78; Local Rule 7-15. Accordingly, the hearing set
for January 14, 2019, at 1:30 p.m. is hereby vacated and off calendar.

1 **II. ANALYSIS**

2
3 **A. Class Certification Requirements**

4
5 Pursuant to Federal Rule of Civil Procedure 23, Plaintiff seeks provisional
6 certification of a class for settlement purposes only. The proposed class is defined as

7
8 [A]ll persons who at any time since November 9, 2011 to the present purchased
9 one or more of the following [Metagenics] products labelled as “Medical Foods”
10 and who do not file a valid and timely request to opt-out of the Lawsuit: *UltraMeal
Plus, UltraMeal Plus 360, UltraGlycemX, and UltraClear.*

11
12 (Settlement Agreement at 3.)

13
14 When a plaintiff seeks conditional class certification for purposes of settlement, the
15 Court must ensure that the four requirements of Rule 23(a) and at least one of the
16 requirements of Rule 23(b) are met. *Amchem Prods., Inc. v. Windsor*, 521 U.S. 591, 620
17 (1997); *Staton v. Boeing Co.*, 327 F.3d 938, 952–53 (9th Cir. 2003). Under Rule 23(a),
18 the plaintiff must show the class is sufficiently numerous, that there are questions of law
19 or fact common to the class, that the claims or defenses of the representative parties are
20 typical of those of the class, and that the representative parties will fairly and adequately
21 protect the class’s interests. Under Rule 23(b), the plaintiff must show that the action
22 falls within one of the three “types” of classes. Here, Plaintiff seeks certification
23 pursuant to Rule 23(b)(3). Rule 23(b)(3) allows certification where (1) questions of law
24 or fact common to the members of the class predominate over any questions affecting
25 only individual members, and (2) a class action is superior to other available methods for
26 the fair and efficient adjudication of the controversy.

27
28 //

1 **1. Rule 23(a) Requirements**

2
3 **i. Numerosity**

4
5 Rule 23(a)(1) requires that “the class is so numerous that joinder of all members is
6 impracticable.” “No exact numerical cut-off is required; rather, the specific facts of each
7 case must be considered.” *In re Cooper Cos. Inc. Sec. Litig.*, 254 F.R.D. 628, 634 (C.D.
8 Cal. 2009) (citing *Gen. Tel. Co. of Nw., Inc. v. E.E.O.C.*, 446 U.S. 318, 330 (1980)). “As
9 a general matter, courts have found that numerosity is satisfied when class size exceeds
10 40 members.” *Moore v. Ulta Salon, Cosmetics & Fragrance, Inc.*, 311 F.R.D. 590, 602–
11 03 (C.D. Cal. 2015); see *Tait v. BSH Home Appliances Corp.*, 289 F.R.D. 466, 473–74
12 (C.D. Cal. 2012). According to Metagenics’ own sales data, the class consists of
13 thousands of purchasers of the four Products at issue here. (Mot. at 14.) Accordingly,
14 numerosity is satisfied.

15
16 **ii. Commonality**

17
18 Rule 23(a)(2) requires that “there are questions of law or fact common to the
19 class.” The plaintiff must “demonstrate that the class members ‘have suffered the same
20 injury,’” which “does not mean merely that they have all suffered a violation of the same
21 provision of law.” *Wal-Mart Stores, Inc. v. Dukes*, 564 U.S. 338, 350 (2011) (quoting
22 *Gen. Tel. Co. of Sw. v. Falcon*, 457 U.S. 147, 157 (1982)). Rather, the plaintiff’s claim
23 must depend on a “common contention” that is capable of classwide resolution. *Id.* This
24 means “that determination of its truth or falsity will resolve an issue that is central to the
25 validity of each one of the claims in one stroke.” *Id.* Here, Plaintiff’s sole claim presents
26 the common question of whether the Products constitute “Medical Foods” under federal
27 and state law. That question is central to each class member’s claim and its resolution
28

1 will determine, “in one stroke,” whether Metagenics inaccurately marketed the Products
2 as “Medical Foods.”

3
4 **iii. Typicality**

5
6 Rule 23(a)(3) requires that the “claims or defenses of the representative parties are
7 typical of the claims or defenses of the class.” Representative claims are “typical” if they
8 are “reasonably coextensive with those of the absent class members; they need not be
9 substantially identical.” *Hanlon v. Chrysler Corp.*, 150 F.3d 1011, 1020 (9th Cir. 1998).
10 Here, the Plaintiff and class members’ claims arise from the same alleged course of
11 conduct: that Metagenics mislabeled the Products as “Medical Foods” and misled its
12 customers. Accordingly, Plaintiff’s claims are “reasonably coextensive” with those of
13 the class members.

14
15 **iv. Adequacy**

16
17 Rule 23(a)(4) requires that “the representative parties will fairly and adequately
18 protect the interests of the class.” This factor requires (1) a lack of conflicts of interest
19 between the proposed class and the proposed representative plaintiff, and (2)
20 representation by qualified and competent counsel that will prosecute the action
21 vigorously on behalf of the class. *Staton*, 327 F.3d at 957. The concern in the context of
22 a class action settlement is to ensure that there is no collusion between the defendant,
23 class counsel, and class representatives to pursue their own interests at the expense of the
24 interests of the rest of the members of the class. *Id.* at 958 n.12. Here, there is no
25 conflict of interest between Plaintiff and the class because they share a common interest
26 in holding Metagenics accountable for selling mislabeled or falsely-advertised products.
27 Further, counsel for Plaintiff—Hulett Harper Stewart LLP, Nicholas & Tomasevic, LLP,
28 and McColloch Law Firm—are experienced in prosecuting consumer class action

1 matters. (Mot. at 16; Tomasevic Decl. ¶¶ 2–13; Dkt. 74-6.) Counsel have vigorously
2 prosecuted this action, leading to the present Settlement Agreement. The record indicates
3 that they have done so capably and adequately.

4 5 **2. Rule 23(b)(3) Requirements**

6
7 In addition to the requirements of Rule 23(a), Plaintiff must satisfy the
8 requirements of Rule 23(b)(3). Under Rule 23(b)(3), a plaintiff must demonstrate that
9 common questions “predominate over any questions affecting only individual members.”
10 The predominance requirement overlaps with Rule 23(a)(2)’s commonality requirement,
11 but is a more demanding inquiry. *Hanlon*, 150 F.3d at 1019. The “main concern in the
12 predominance inquiry . . . [is] the balance between individual and common issues.” *In re*
13 *Wells Fargo Home Mortg. Overtime Pay Litig.*, 571 F.3d 953, 959 (9th Cir. 2009). The
14 plaintiff must show that “questions common to the class predominate, not that those
15 questions will be answered, on the merits, in favor of the class.” *Amgen Inc. v. Conn.*
16 *Ret. Plans & Tr. Funds*, 133 S. Ct. 1184, 1191 (2013).

17
18 Questions common to the class predominate over any questions affecting only
19 individual members. Here, the pivotal question is whether the Products fall within the
20 “Medical Foods” definition supplied by federal and state law. Resolution of that question
21 will determine whether Metagenics deceptively marketed the Products and misled its
22 customers. Although damage calculations will necessarily involve purchaser-specific
23 determinations, that alone does not defeat Rule 23(b)(3) certification. *See Vaquero v.*
24 *Ashley Furniture Indus., Inc.*, 824 F.3d 1150, 1155 (9th Cir. 2016) (“Under . . . our
25 precedent, the need for individual damage calculations does not, alone, defeat class
26 certification.”).

27
28 //

1 In determining whether to grant provisional certification of a nationwide class,
2 courts also consider whether the interests of other states outweigh California’s interest in
3 having its laws applied. *See Mazza v. Am Honda Motor Co.*, 666 F.3d 581, 590 (9th Cir.
4 2012) (holding that the court may certify a nationwide class if “the interests of other
5 states are not found to outweigh California’s interest in having its law applied” (citation
6 omitted)). Here, there is no indication that other states’ interests outweigh California’s
7 interest in having its law applied. Metagenics is a California-based company with its
8 headquarters in Orange County, California. California has a compelling interest in
9 ensuring that corporations within its borders do not promulgate materially false and
10 misleading product labeling. Further, because the Court need not consider at the
11 “settlement-only class certification stage” whether a case “would present intractable
12 management problems” if it went to trial, *Amchem*, 521 U.S. at 620, potential variations
13 in state law remedies do not defeat predominance here. *See Hanlon*, 150 F.3d at 1022–23
14 (“[G]iven the limited focus of the action, the shared factual predicate and the reasonably
15 inconsequential differences in state law remedies, the proposed class was sufficiently
16 cohesive to survive Rule 23(b)(3) scrutiny.”). Accordingly, Plaintiff’s proposed class is
17 appropriate for provisional certification under Rules 23(a) and 23(b)(3).

18

19 **B. Fairness of the Proposed Settlement**

20

21 Plaintiff also seeks preliminary approval of the Settlement Agreement. Rule 23(e)
22 “requires the district court to determine whether a proposed settlement is fundamentally
23 fair, reasonable, and accurate.” *Staton*, 327 F.3d at 959 (quoting *Hanlon*, 150 F.3d at
24 1026). To determine whether this standard is met, a district court must consider a
25 number of factors, including “the strength of the plaintiffs’ case; the risk, expense,
26 complexity, and likely duration of further litigation; the risk of maintaining class action
27 status throughout the trial; the amount offered in settlement; the extent of discovery
28 completed, and the stage of the proceedings; the experience and views of counsel; . . . and

1 the reaction of the class members to the proposed settlement.” *Id.* (quoting *Molski v.*
2 *Gleich*, 318 F.3d 937, 953 (9th Cir. 2003)). At the preliminary approval stage, a full
3 “fairness hearing” is not required. *In re Tableware Antitrust Litig.*, 484 F. Supp. 2d 1078,
4 1079 (N.D. Cal. 2007). Rather, the inquiry is whether the settlement “appears to be the
5 product of serious, informed, non-collusive negotiations, has no obvious deficiencies,
6 does not improperly grant preferential treatment to class representatives or segments of
7 the class, and falls within the range of possible approval.” *Id.*

8
9 Having reviewed the arms-length negotiation process and substantive terms of the
10 Settlement Agreement, the Court finds no obvious deficiencies or grounds to doubt its
11 fairness. The parties did not settle until after multiple attacks on the pleadings,
12 substantial discovery, and a full-day mediation before a neutral and experienced
13 mediator. *See In re Heritage Bond Litig.*, 2005 WL 1594403, at *9 (C.D. Cal. June 10,
14 2005) (“A presumption of correctness is said to attach to a class settlement reached in
15 arm’s-length negotiations between experienced capable counsel after meaningful
16 discovery.” (internal quotation and citations omitted)). There is no evidence of collusion
17 during the parties’ settlement negotiations. Indeed, “[t]he assistance of an experienced
18 mediator in the settlement process confirms that the settlement is non-collusive.”
19 *Satchell v. Fed. Express Corp.*, 2007 WL 1114010, at *4 (N.D. Cal. Apr. 13, 2007).

20
21 The Settlement Agreement also presents a fair compromise in light of the risks and
22 expense of continued litigation. Metagenics has challenged Plaintiff’s case at every turn.
23 When Plaintiff filed the action in November 2015, Metagenics responded with a motion
24 to dismiss and motion to strike. (Dkt. 22.) Metagenics argued, among other things, that
25 the Court did not have jurisdiction to decide matters related to “Medical Food” labelling,
26 which should be left to the Food and Drug Administration. While the Court denied
27 Metagenics’ motion to dismiss and motion to strike, it granted Metagenics’ motion to
28 stay the case pending resolution of appeals in three other consumer class actions that

1 were before the Ninth Circuit. (Dkt. 33.) Once the stay was lifted, Metagenics then filed
2 a motion for reconsideration of the Court's order denying its motion to dismiss.
3 (Dkt. 41.) Metagenics argued that Plaintiff failed to allege standing to challenge
4 Metagenics' entire product line, with which the Court agreed. (Dkt. 46.) When Plaintiff
5 filed his First Amended Complaint, Metagenics filed another motion to dismiss, which
6 the Court granted in part. (See Dkts. 52, 56.)

7
8 The parties then met and conferred about discovery and drafted a detailed joint
9 discovery plan. (Tomasevic Decl. ¶ 15.) Plaintiff retained an expert to assist in
10 understanding the relevant science, ingredients, and medical conditions at issue. (*Id.* ¶
11 16.) Plaintiff also continued to conduct his own investigation by analyzing publicly-
12 available data and making several Freedom of Information Act requests. (*Id.*) The
13 parties, after discovery, substantive briefing, and a full-day mediation, were able to
14 realistically value Metagenics' liability and assess the risk of moving forward with class
15 certification, motions for summary judgment, and potentially trial. Litigation had
16 reached a stage where the parties had a clear view of the strengths and weaknesses of
17 their positions to reach a fair and reasonable settlement. The \$1.3 million settlement
18 proposed by the mediator and adopted by the parties represents a significant award for the
19 class in light of the likely prolonged and contested litigation ahead of them.

20 21 **C. Attorneys' Fees and Incentive Award**

22
23 Plaintiff's counsel seek attorneys' fees, but they do not specify the amount in their
24 moving papers. (See Mot. at 5 [describing the total settlement amount as including
25 attorneys' fees].) The notice that Plaintiff intends to send to the class members states
26 that attorneys' fees will not exceed \$455,000. (Dkt. 75-4.) A \$455,000 award would
27 constitute 35% of the settlement, which exceeds the 25% benchmark the Ninth Circuit
28 has set for common fund cases. *Torrison v. Tucson Elec. Power Co.*, 8 F.3d 1370, 1376

1 (9th Cir. 1993). To justify a departure from the 25% benchmark, courts must provide
2 adequate explanation in the record of any “special circumstances.” *In re Bluetooth*
3 *Headset Prods. Liab. Litig.*, 654 F.3d at 942–43 (citing *Six (6) Mexican Workers v. Ariz.*
4 *Citrus Growers*, 904 F.2d 1301, 1311 (9th Cir. 1990)); *Paul, Johnson, Alston & Hunt v.*
5 *Graulty*, 886 F.2d 268, 272 (9th Cir. 1989) (“We note with approval that one court has
6 concluded that the ‘bench mark’ percentage for the fee award should be 25 percent. That
7 percentage amount can then be adjusted upward or downward to account for any unusual
8 circumstances involved in this case.” (internal citation omitted)). Plaintiff, however,
9 provides no analysis, let alone compelling circumstances, to justify a departure from the
10 25% benchmark.

11
12 Plaintiff also seeks an incentive award in the amount of \$20,000 to compensate his
13 time and efforts on behalf of the class. (Mot. at 12–13.) Plaintiff asserts that he spent a
14 “significant amount of his time” meeting with counsel, making himself available for
15 discovery, and putting his own medical history at issue. (*Id.* at 13.) He also attended the
16 full-day mediation that culminated in the Settlement Agreement before the Court. While
17 Plaintiff may have expended substantial effort on behalf of the class, his proposed
18 \$20,000 incentive award is excessive when compared to the average net recovery. *See In*
19 *re Toys R Us-Del., Inc.—Fair & Accurate Credit Transactions Act Litig.*, 295 F.R.D. 438,
20 470 (C.D. Cal. 2014) (explaining that California district courts typically approve
21 incentive awards between \$3,000 and \$5,000).

22
23 In light of the Court’s concerns regarding the attorneys’ fee award and incentive
24 award to the lead plaintiff, the Court will preliminarily approve the Settlement
25 Agreement on the condition, and with the understanding, that the final award of
26 attorneys’ fees will not exceed the 25% benchmark, and the final incentive award to the
27 lead plaintiff will be \$5,000 or less. The Court also will expect Plaintiff’s counsel to
28 provide detailed evidence to support such a reduced award of attorneys’ fees and such a

1 reduced incentive award to the lead plaintiff in its motion for final approval of the
2 settlement.

3
4 **D. Settlement Administrator**

5
6 Plaintiff asks the Court to appoint ILYM Group, Inc. (“ILYM”) as settlement
7 administrator, (Dkt. 74-8 [Pl.’s Proposed Order] at 2), but does not address ILYM’s
8 qualifications to act as administrator. The Court nevertheless takes judicial notice of
9 other cases in which federal courts in California have approved ILYM as administrator in
10 class action settlements. *See, e.g., Barani v. Wells Fargo Bank, N.A.*, 2014 WL 1389329,
11 at *9 (S.D. Cal. Apr. 9, 2014); *De Santos v. Jaco Oil Co.*, 2015 WL 4418188, at *10
12 (E.D. Cal. July 17, 2015). Accordingly, the Court appoints ILYM as Settlement
13 Administrator here. Any award of administrator expenses will need to be substantiated
14 with detailed evidence.

15
16 **E. Notice of the Proposed Settlement**

17
18 Finally, Plaintiff seeks approval of the proposed manner and form of the notice that
19 will be sent to the class members. Rule 23(c)(2)(B) provides that for Rule 23(b)(3)
20 classes, as here, the Court “must direct to class members the best notice that is practicable
21 under the circumstances, including individual notice to all members who can be
22 identified through reasonable effort.”

23
24 Plaintiff proposes a “robust publication notice protocol” in lieu of individual notice
25 because “Metagenics does not have, and cannot get through reasonable effort, contact
26 information for people who purchased the class products.” (Mot. at 19; *see* Dkt. 74-7
27 [Declaration of William L Stern] ¶¶ 2–3.) The Supreme Court “has not hesitated to
28 approve” notice through publication as a “customary substitute” when it is not reasonably

1 practicable to give more adequate warning. *See Mullane v. Central Hanover Bank &*
2 *Trust Co.*, 339 U.S. 306, 317 (1950). The proposed manner of notice outlined in the
3 Settlement Agreement is not an exception. (*See* Settlement Agreement at IV.C.) The
4 notice will be published in the USA Today National Edition and PR Wire. (Mot. at 19.)
5 The administrator will also deploy, for thirty days, internet banner ads and an ad display
6 campaign designed to garner approximately 10,000,000 views. (*Id.*) Accordingly, the
7 manner of notice is adequate.

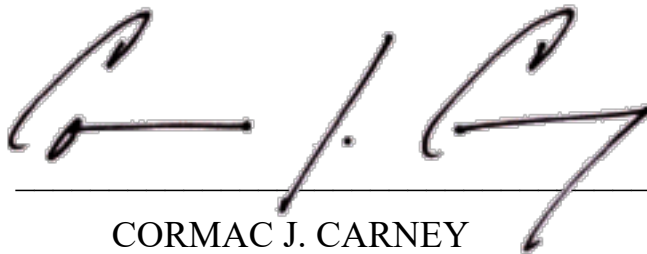
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9 The form of notice also meets the requirements of Rule 23(c)(2)(B). Notice to
10 class members must “clearly and concisely state, in plain, easily understood language:
11 (i) the nature of the action; (ii) the definition of the class certified; (iii) the class claims,
12 issues or defenses; (iv) that the class member may enter an appearance through an
13 attorney if the member so desires; (v) that the court will exclude from the class any
14 member who requests exclusion; (vi) the time and manner for requesting exclusion, and
15 (vii) the binding effect of a class judgment on members under Rule 23(c)(3).” Fed. R.
16 Civ. P. 23(c)(2)(B). Here, the proposed notice provides clear information about the
17 definition of the class and nature of the action, a summary of the terms of the proposed
18 settlement, the process of objecting to the settlement, and the consequences of inaction.
19 (*See* Dkts. 74-4, 74-5.) The notice will also provide specific details regarding the date,
20 time, and place of the Final Approval Hearing and inform class members that they may
21 enter an appearance. (*See id.*)

22 23 **III. CONCLUSION**

24
25 For the foregoing reasons, the Court **GRANTS** both provisional certification of the
26 class for settlement purposes and preliminary approval of the Settlement Agreement with
27 modification to the award of attorneys’ fees and the incentive award to the lead plaintiff.
28 The Court hereby **APPOINTS** Plaintiff Grivas as Class Representative, Hulett Harper

1 Stewart LLP, Nicholas & Tomasevic LLP, and McColloch Law Firm as Class Counsel,
2 and ILYM Group, Inc. as Settlement Administrator. The Court also **APPROVES** the
3 proposed notice and orders that it be disseminated to the class as provided in the
4 Settlement Agreement. The final approval hearing shall be held on **Monday, April 22,**
5 **2019, at 1:30 p.m.**

6
7
8 DATED: January 10, 2019

9
10 A handwritten signature in black ink, appearing to read 'Cormac J. Carney', is written over a horizontal line. The signature is stylized with a large initial 'C' and a long horizontal stroke.

11 CORMAC J. CARNEY
12 UNITED STATES DISTRICT JUDGE
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