

**UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF VIRGINIA
ALEXANDRIA DIVISION**

SIOBHAN MORROW and TRACEE LE FLORE, individually and on behalf of all others similarly situated,

Plaintiffs,

v.

NAVY FEDERAL CREDIT UNION,

Defendant.

Case No. 1:21-cv-722-MSN-LRV

MARIA HART and TRACEE LE FLORE, individually and on behalf of all others similarly situated,

Plaintiffs,

v.

NAVY FEDERAL CREDIT UNION,

Defendant.

Case No. 1:22-cv-844-MSN-LRV

**ORDER GRANTING PLAINTIFFS' UNOPPOSED MOTION FOR
PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT**

WHEREAS, this matter (the "Action") is a putative class action before this Court;

WHEREAS, Plaintiffs, individually and on behalf of the proposed Settlement Class, and Defendant Navy Federal Credit Union ("Navy Federal") have entered into the Class Action Settlement Agreement dated November 20, 2023, which is subject to review and approval by the Court under Federal Rule of Civil Procedure 23, and which, together with its exhibits, provides for a complete dismissal on the merits and with prejudice of the claims asserted in the Action (the consolidated Virginia Action and South Carolina Action) against Navy Federal should the Court

grant Final Approval of the Settlement;

WHEREAS, Plaintiffs filed an unopposed motion requesting entry of an order to: (1) conditionally certify the Settlement Class; (2) appoint Plaintiffs as Class Representatives; (3) appoint counsel listed in paragraph 40 of the Agreement as Class Counsel; (4) preliminarily approve the Settlement; (5) approve the Notice Program and Notices and direct that Notice be sent to the Settlement Class members; (6) approve the Claim Form and Claims Process; (7) order the Agreement's opt-out and objection procedures; (8) appoint the Settlement Administrator; (9) stay all deadlines in the Action pending Final Approval of the Settlement; and (10) set a date for the Final Approval Hearing; and

WHEREAS, the Court having reviewed the Motion along with the Agreement and its exhibits, and finding that substantial and efficient grounds exist for entering this Preliminary Approval Order granting the relief requested.

NOW, THEREFORE, IT IS HEREBY ORDERED:

1. For purposes of this Preliminary Approval Order, all capitalized words have the same meaning as they have in the Agreement.

2. **Settlement Class Certification:** Pursuant to Federal Rules of Civil Procedure Rules 23(a) and 23(b)(3), and for purposes of settlement only, the Action is hereby preliminarily certified as a class action on behalf of the following Settlement Class:

[A]ll current and former Navy Federal Accountholders who were assessed at least one ISA Fee during the Class Period for purchases made while they were physically located in the United States.

The Class Period is defined as the period from August 9, 2016, to March 24, 2023.

3. **Settlement Fund:** The Settlement provides for a non-reversionary \$5,500,000.00 common cash Settlement Fund for the benefit of the Settlement Class that Navy Federal is

obligated to pay under the Settlement. The Settlement Fund will be used to pay Settlement Class Member Payments; Settlement Administration Costs; a Court-approved Attorneys' Fees and Costs Payment to Class Counsel; Court-approved Service Awards to Plaintiffs as the Class Representatives; and any *cy pres* payment, if Residual Funds exist after the distribution of Settlement Class Member Payments. Navy Federal shall deposit \$5,500,000.00 into the Escrow Account within 10 days following Preliminary Approval. Aside from its obligation to fund the Settlement Fund, Navy Federal shall not be responsible for any other payments.

4. Pursuant to Fed. R. Civ. P. 23(e), the terms of the Agreement (and the Settlement provided for therein) are preliminarily approved and likely to be approved at the Final Approval Hearing because:

- (A) the class representatives and class counsel have adequately represented the class;
- (B) the proposal was negotiated at arm's length;
- (C) the relief provided for the class is adequate, taking into account:
 - (i) the costs, risks, and delay of trial and appeal;
 - (ii) the effectiveness of any proposed method of distributing relief to the class, including the method of processing class-member claims, if required;
 - (iii) the terms of any proposed award of attorneys' fees, including timing of payment; and
 - (iv) any agreement required to be identified under Rule 23(e)(3); and
- (D) the proposal treats class members equitably relative to each other.

Fed. R. Civ. P. 23(e)(2). As detailed below, the Settlement also meets the *In re Jiffy Lube Sec. Litig.*, 927 F.2d 155 (4th Cir. 1991), fairness, adequacy, and reasonableness factors, which remain applicable to class settlements in the Fourth Circuit, thereby supporting Preliminary Approval.

5. **Settlement Class Findings:** The Court finds, for purposes of settlement only, and without any adjudication on the merits, that the prerequisites for certifying the Action as a class action under Federal Rules of Civil Procedure 23(a) and 23(b)(3) have been satisfied, and that the Court will likely certify at the final approval stage a Settlement Class.

6. As to Rule 23(a), the Court finds that: (a) the number of Settlement Class Members is so numerous that joinder is impracticable; (b) there are questions of law and fact common to the Settlement Class; (c) the claims of the proposed Class Representatives are typical of the claims of the Settlement Class members; (d) the proposed Class Representatives and proposed Class Counsel have and will fairly and adequately represent the interests of the Settlement Class.

a. The numerosity requirement is satisfied because joinder of all parties would be impracticable. *See* Fed. R. Civ. P. 23(a)(1). While “no specified number is needed to maintain a class action,” the size of the Settlement Class here unquestionably satisfies the numerosity requirements. *See, e.g., Brady v. Thurston Motor Lines*, 726 F.2d 136, 145 (4th Cir. 1984). Millions of Accountholders are in the Settlement Class.

b. Commonality is satisfied where at least one issue of law or fact is common to the class. *See McGlothlin v. Connors*, 142 F.R.D. 626 (W.D. Va. 1992); *see also* Fed. R. Civ. P. 23(a)(2). Here, common issues of fact and law include the nature of the ISA Fee policy and whether the policy breaches Navy Federal’s uniform contract and the implied covenant of good faith and fair dealing. Resolution of those issues as to Plaintiffs will resolve them for the Settlement Class as well and would rely on largely the same evidence as would be necessary to prove any other Settlement Class member’s claims.

c. To satisfy the typicality analysis, the proposed class representative must show he or she is “part of the class and possess[es] the same interest and suffer[ed] the same injury as the class members.” *Lienhart v. Dryvit Sys., Inc.*, 255 F.3d 138, 146 (4th Cir. 2001); *see also* Fed. R. Civ. P. 23(a)(3). Typicality is satisfied if the proposed class representative’s claims “fairly encompass those of the entire class, even if not identical.” *Fisher v. Va. Elec. & Power Co.*, 217 F.R.D. 201, 212 (E.D. Va. 2003). Here, Plaintiffs are

typical because their claims arise from Navy Federal's assessment of the same type of ISA Fees on debit card transactions initiated while the Accountholder was in the United States that Navy Federal allegedly collected from other Settlement Class members.

d. Finally, the adequacy analysis requires the Court to find that the Class Representatives and Class Counsel will "fairly and adequately protect the interests of the class." Fed. R. Civ. P. 23(a)(4). Here, Plaintiffs vigorously pursued the Action so far and appear to be capable of continuing to do so. Further, Class Counsel appears qualified, competent, and experienced in class action lawsuits.

7. As to Rule 23(b)(3), the Court finds that questions of law and fact common to the Settlement Class predominate over any questions affecting only individual members. Also, a class action is superior to other available methods for fairly and efficiently adjudicating the Action taking into consideration: (i) the lack of evidence of any intent among the Settlement Class members to individually control the prosecution of separate actions; (ii) the Parties' not being aware of any litigation concerning the controversy already begun by Settlement Class members other than the proposed Class Representatives; (iii) the small value of the claims of many of the individual Settlement Class members making the pursuit of individual actions cost prohibitive for most Settlement Class members; and (iv) the similarity of the Settlement Class members' claims involving substantially identical proofs. *See* Fed. R. Civ. P. 23(b)(3).

a. The predominance inquiry tests whether the proposed class is "sufficiently cohesive to warrant adjudication by representation." *Amchem Prods., Inc. v. Windsor*, 521 U.S. 591, 623 (1997); *see also Gunnells*, 348 F.3d at 428. The common questions of the legality of the ISA Fee practice and Navy Federal's associated policy predominate over questions—if any—affecting only individual Settlement Class members, providing a

common link between all the Settlement Class members and Navy Federal. *See* Fed. R. Civ. P. 23(b)(3); *Jeffreys v. Comm'ns Workers of Am., AFL-CIO*, 212 F.R.D. 320, 323 (E.D. Va. 2003) (finding predominance satisfied where “[t]he question in each individual controversy” would be resolved according to the same legal inquiry). Predominance thus appears to be satisfied.

b. Superiority also appears to be satisfied because individual lawsuits are unlikely, and Class Counsel have represented they are unaware of other pending individual litigation against Navy Federal involving ISA Fees. *See* Fed. R. Civ. P. 23(b)(3); *Droste v. Vert Capital Corp.*, No. 3:14-cv-467, 2015 WL 1526432, at *8 (E.D. Va. April 2, 2015). Because this is a settlement of a class action, the Court need not consider manageability. *Amchem Prods.*, 521 U.S. at 593.

8. **Appointment of Class Representatives and Class Counsel:** The Court hereby finds and concludes pursuant to Rule 23(a)(4), and for purposes of settlement only, that Plaintiffs Siobhan Morrow, Tracee Le Flore, and Maria Hart are adequate class representatives and appoints them as Class Representatives for the Settlement Class.

9. In appointing class counsel, Federal Rule of Civil Procedure 23(g) requires the Court to consider (1) the work counsel has done in identifying or investigating potential claims in the action, (2) counsel’s experience in handling class actions, other complex litigation, and the types of claims asserted in the action, (3) counsel’s knowledge of applicable law, and (4) the resources counsel will commit to representing the class. Fed. R. Civ. P. 23(g)(1)(A). The Court may also consider any other matter pertinent to counsel’s ability to represent the class. Fed. R. Civ. P. 23(g)(1)(B). The Court finds that proposed Class Counsel from the law firms of KalieGold PLLC, Kopelowitz Ostrow P.A., Lynch Carpenter LLP, and The Van Winkle Law Firm have

expended a great deal of time, effort, and expense investigating Navy Federal's ISA Fees assessment practice, and contract documents, and transactional data prior to and since filing this action, and in litigating the class claims extensively. As outlined in their resumes and from their representative experience, the Court finds that Class Counsel are highly skilled and knowledgeable concerning class action practice. For purposes of the Settlement only, and pursuant to Federal Rule of Civil Procedure 23(g)(1), the Court appoints the following as Class Counsel to act on behalf of the Settlement Class and the Class Representatives with respect to the Settlement:

Sophia G. Gold (*pro hac vice*)
KALIELGOLD PLLC
950 Gilman Street, Suite 200
Berkeley, CA 94710

(Eddie) Jae K. Kim (*pro hac vice*)
LYNCH CARPENTER LLP
117 East Colorado Blvd., Suite 600
Pasadena, CA 91105

Jeff Ostrow (*pro hac vice*)
Daniel Tropin (*pro hac vice*)
KOPELOWITZ OSTROW P.A.
One W. Las Olas Blvd., Suite 500
Fort Lauderdale, FL 33301

David M. Wilkerson (*pro hac vice*)
THE VAN WINKLE LAW FIRM
11 N Market Street
Asheville, NC 28801

10. **Preliminary Approval of the Settlement:** The Court hereby preliminarily approves the Settlement, as embodied in the Agreement, as being fair, reasonable, and adequate, and in the best interest of the named Plaintiffs and the Settlement Class, subject to further consideration at the Final Approval Hearing to be conducted as described below. The Settlement meets the considerations set forth in Rule 23(e) and *In re Jiffy Lube Sec. Litig.*, 927 F.2d 155 (4th Cir. 1991).

11. When evaluating the fairness of a settlement, the Court must evaluate the settlement against the following criteria: (1) the posture of the case at the time the settlement was proposed; (2) the extent of discovery conducted; (3) the circumstances surrounding the negotiations; and (4) the experience of counsel. *Id.* at 159. The Court preliminarily finds that the Settlement is fair.

12. As to the posture of the case, it is apparent from the docket in this Action that the

Settlement was reached after extensive work was performed. Similarly, as to the extent of discovery, it appears that in response to the extensive formal discovery in this Action, including written and deposition discovery, Navy Federal provided thousands of documents and ISA Fee Transaction Data to allow the Parties to evaluate the claims and defenses in this case. Thus, the first two fairness factors warrant Preliminary Approval.

13. The third factor, circumstances surrounding the negotiations, also supports Preliminary Approval. *See id.* The Settlement was negotiated with the assistance of the undersigned and is the result of extensive, arm's-length negotiations between the Parties after Class Counsel and Navy Federal's counsel had investigated the claims, extensively litigated them, and become familiar with the claims' strengths and weaknesses. *See, e.g., Bicking v. Mitchell Rubenstein & Assocs., P.C.*, No. 3:11CV78-HEH, 2011 WL 5325674, at *5 (E.D. Va. 2011) (finding settlement fair where it was reached "under the supervision and direction" of a Magistrate Judge). Further, the Parties did not discuss attorneys' fees and costs or Service Awards until after agreeing upon the material terms of the Settlement. The Settlement is not collusive, has no obvious defects, and falls within the range of reasonableness.

14. Class Counsel intends to seek an award of up to \$2,000,000.00 for attorneys' fees and costs to be paid from the Settlement Fund. The Agreement also authorizes Plaintiffs to seek Service Awards of \$5,000.00 each also to be paid from the Settlement Fund. The Court will defer ruling on those awards until the Final Approval Hearing when considering the Application for Attorneys' Fees, Costs, and Service Awards.

15. In assessing the adequacy of the Settlement, the Court looks to (1) the relative strength of the merits of the Plaintiffs' claims; (2) the existence of any difficulties of proof or strong defenses the Plaintiffs will encounter at trial; (3) the anticipated duration and expense of

additional litigation; (4) the solvency of Navy Federal and likelihood of recovery; and (5) the degree of opposition to the Settlement. *In re Jiffy Lube*, 927 F.2d at 159. While the fifth factor cannot be evaluated until after Notice is provided to the Settlement Class, the first four factors appear satisfied. The Court preliminarily finds that the Settlement is adequate.

16. The first and second factors, which are generally considered together, evaluate “how much the class sacrifices in settling a potentially strong case in light of how much the class gains in avoiding the uncertainty of a potentially difficult one.” *In re The Mills Corp. Securities Litig.*, 265 F.R.D. 246, 256 (E.D. Va. 2009). Numerous factual and legal issues remain in dispute. Navy Federal will argue the contract permitted the challenged ISA Fees at the summary judgment stage, where the legal standard is less favorable to Plaintiffs, using the same arguments that were successful initially (albeit later reversed) as at the motion to dismiss stage. Indeed, Navy Federal’s motions to decertify the class and to disqualify Plaintiffs’ expert were taken under advisement by the Court when the Parties agreed to this Settlement, and Navy Federal’s robust motion for summary judgment was imminent. Losing on any one of these motions would mean the Settlement Class recovers nothing. Accordingly, the first two factors warrant Preliminary Approval.

17. The likely duration and expense of continued litigation are also substantial. Settlement will avoid returning this case to active litigation, assuming the Court denies Navy Federal’s decertification and *Daubert* motions, for expensive class notice, summary judgment, trial, and further appeals. *See Solomon v. Am. Web Loan, Inc.*, No. 4:17cv145, 2020 WL 3490606, at *5 (E.D. Va. June 26, 2020).

18. Finally, while Navy Federal appears solvent, the fourth factor is “largely considered beside the point given the other factors weighing in favor of preliminary approval.” *Id.*

19. The Court preliminarily finds that the Settlement is reasonable because the amount of the Settlement Fund provides an excellent result for the Settlement Class, in light of the litigation risks. *See 1988 Tr. for Allen Child. Dated 8/8/88 v. Banner Life Ins. Co.*, 28 F.4th 513, 527 (4th Cir. 2022). The Settlement Fund represents a substantial percentage of the likely damages were Plaintiffs to prevail on their theory of liability for putative class claims.

20. The Settlement will also treat the Settlement Class Members equitably relative to each other. Fed. R. Civ. P. 23(e)(2)(D).

21. The distribution method will also be effective and satisfies Fed. R. Civ. P. 23(e)(2)(C).

22. **Settlement Administrator:** Class Counsel are authorized to retain Epiq Class Action & Claims Solutions, Inc. as the Settlement Administrator to supervise and administer the Notice Program, as well as to administer the Settlement should the Court grant Final Approval.

23. **Approval of Notice Program and Notices:** The Court approves, as to form and content, the Notice Program, including the Email Notice, Postcard Notice, and Long Form Notice, substantially in the forms attached as Exhibits to the Settlement Agreement. The Court finds that the Notice Program: (a) is the best notice practicable under the circumstances; (b) constitutes notice that is reasonably calculated, under the circumstances, to apprise Settlement Class members of the pendency of the Action, the terms of the Settlement, the effect of the proposed Settlement (including the Releases contained therein), and their right to opt-out of or to object to the proposed Settlement and appear at the Final Approval Hearing; (c) constitutes due, adequate, and sufficient notice to all persons entitled to receive notice of the proposed Settlement; and (d) satisfies the requirements of Federal Rule of Civil Procedure 23, due process, the Rules of this Court, and all other applicable law and rules. The date and time of the Final Approval Hearing shall be included

in the Email Notice, Postcard Notice, and Long Form Notice, respectively, before they are emailed, mailed, and published.

24. **Claim Form and Claims Process:** The Court approves the Claim Form as set forth in the Agreement, and in the form attached thereto as *Exhibit 4*, and the Claims Process to be implemented by the Settlement Administrator. The Claim Form is straightforward and easy to complete, and it is beneficial to the Settlement Class to have options to submit their Claims electronically through the Settlement Website or in hard copy paper form through U.S. mail by sending them to the Settlement Administrator at the post office box mailing address designated in the Notice no later than the Claims Deadline (15 days after the original date set for the Final Approval Hearing).

25. **Dissemination of Notice and Claim Forms:** The Court directs the Settlement Administrator to disseminate the Notice and Claim Form as approved in this Order. Class Counsel and Navy Federal's counsel are hereby authorized to use all reasonable procedures in connection with approval and administration of the Settlement that are not materially inconsistent with this Order or the Agreement, including making, without the Court's further approval, minor form or content changes to the Notices and Claim Form they jointly agree are reasonable or necessary.

26. **Opt-Outs from the Settlement Class:** The Notice shall provide that any member of the Settlement Class who wishes to opt-out from the Settlement Class must request exclusion in writing within the time and manner set forth in the Notice. The Notices shall provide that opt-out requests must be sent to the Settlement Administrator and be postmarked by no later than 30 days before the original date set for the Final Approval Hearing (the last day of the Opt-Out Period). The opt-out request must be personally signed by the Settlement Class member and contain the name, postal address, email address (if any), telephone number, last four digits of the

current or past account number(s), a brief statement identifying membership in the Settlement Class, and a statement that indicates a desire to be excluded from the Settlement Class. The letter can simply say, "I hereby elect to opt-out of the Settlement in Morrow, et al. v. Navy Federal Credit Union class action." If submitted by mail, an opt-out request shall be deemed to have been submitted when posted if received with a postmark date indicated on the envelope if mailed first-class postage prepaid and addressed in accordance with the instructions. If submitted by private courier (e.g., Federal Express), an opt-out request shall be deemed to have been submitted on the shipping date reflected on the shipping label.

27. Any Settlement Class member who timely and validly opts-out from the Settlement Class shall, provided the Court grants Final Approval, (a) be excluded from the Settlement Class by Order of the Court, (b) not be a Settlement Class Member, (c) not be bound by the terms of the Agreement, and (d) have no right to payment from the Settlement Fund. Any Settlement Class member who does not timely and validly request to opt-out shall be bound by the terms of this Agreement.

28. **Objections to the Settlement:** The Notice shall also provide that any Settlement Class Member who does not opt-out from the Settlement Class may object to the Settlement and/or the Application for Attorneys' Fees, Costs, and Service Awards. Objections must be filed with the Clerk of the Court and mailed to the Settlement Administrator. For an objection to be considered by the Court, the objection must be submitted no later than 30 days before the original date set for the Final Approval Hearing (the last day of the Objection Period). If submitted by mail, an objection shall be deemed to have been submitted when posted if received with a postmark date indicated on the envelope if mailed first-class postage prepaid and addressed in accordance with the instructions. If submitted by private courier (e.g., Federal Express), an objection shall be

deemed to have been submitted on the shipping date reflected on the shipping label.

29. For an objection to be considered by the Court, the objection must also set forth:
 - a. the name of the Action;
 - b. the objector's full name, address, email address (if any), and telephone number;
 - c. all grounds for the objection, accompanied by any legal support for the objection known to the objector or objector's counsel;
 - d. the number of times the objector has objected to a class action settlement within the five years preceding the date that the objector files the objection, and the caption of each case in which the objector has made such objection
 - e. if the objector is represented by counsel, the identity of all counsel who represent the objector, including any former or current counsel who may be entitled to compensation for any reason related to the objection to the Settlement or Application for Approval of Attorneys' Fees, Costs and Service Awards;
 - f. the identity of all counsel (if any) representing the objector who will appear at the Final Approval Hearing;
 - g. a list of all persons who will be called to testify in support of the objection at the Final Approval Hearing;
 - h. a statement confirming whether the objector intends to personally appear and/or testify at the Final Approval Hearing; and
 - i. the objector's signature (an attorney's signature is not sufficient).
30. Class Counsel and/or Navy Federal may conduct limited discovery on any objector

consistent with the Federal Rules of Civil Procedure, including but not limited to topics such as:

- a. requesting a copy of any orders related to or ruling on the any objections filed by the objector in other cases within the preceding five years, including any rulings on appeal;
- b. if the objector is represented by counsel, the number of times in which the objector's counsel and/or counsel's law firm have objected to a class action settlement within the five years preceding the date of the filed objection, the caption of each case in which counsel or the firm has made such objection and a copy of any orders related to or ruling on counsel's or the counsel's law firm's prior objections that were issued by the trial and appellate courts in each case in which the objector's counsel and/or counsel's law firm have objected to a class action settlement within the preceding 5 years; and
- c. requesting copies of or information regarding agreements that relate to the objection or the process of objecting—whether written or oral—between objector or objector's counsel and any other person or entity.

31. Any Settlement Class Member who does not make an objection in the manner provided herein shall be deemed to have waived the right to object to any aspect of the Settlement and/or to the Application for Attorneys' Fees and Costs and Service Awards, and shall forever be barred and foreclosed from raising such objections in this or any other proceeding.

32. **Termination:** If the Settlement is terminated, not approved, canceled, fails to become effective for any reason, or the Effective Date does not occur, this Order shall become null and void and shall be without prejudice to the rights of Plaintiffs, the Settlement Class members, and Navy Federal, all of whom shall be restored to their respective positions in the Action as provided in the Agreement.

33. **Stay:** All pretrial proceedings in this action are stayed and suspended until further order of this Court, except such actions as may be necessary to implement the Agreement and this Preliminary Approval Order.

34. Upon the entry of this Order, the Class Representatives and all members of the Settlement Class shall be provisionally enjoined and barred from asserting any claims against Navy Federal and the Released Parties arising out of, relating to, or in connection with the Released Claims prior to the Court's decision as to whether to grant Final Approval of the Settlement.

35. Any Settlement Class Member may enter an appearance in the Action, at their own expense, individually or through counsel of their own choice. If a Settlement Class Member does not enter an appearance, he or she will be represented by Class Counsel.

36. **Motion for Final Approval and Application for Attorneys' Fees, Costs, and Service Awards:** Class Counsel shall file the Motion for Final Approval and Application for Attorneys' Fees, Costs, and Service Awards no later than 45 days before the original date set for the Final Approval Hearing. At the Final Approval Hearing, the Court will hear argument on Class Counsel's request for an Attorneys' Fees and Costs Payment and Service Awards for the Class Representatives. In the Court's discretion, the Court also will hear argument at the Final Approval Hearing from any Settlement Class Members (or their counsel) who object to the Settlement or to the Application for Attorneys' Fees, Costs, and Service Awards, provided the objector(s) submitted timely objections that meet all of the requirements listed in the Agreement and in this Order.

37. **Jurisdiction:** For the benefit of the Settlement Class and to protect this Court's jurisdiction, this Court retains continuing jurisdiction over the Settlement proceedings to ensure

the effectuation thereof in accordance with the Settlement preliminarily approved herein and the related orders of this Court.

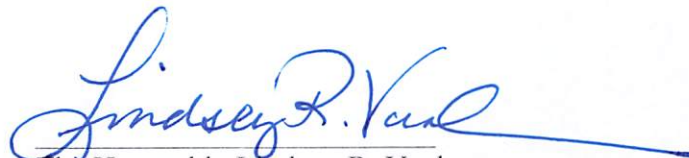
38. **Final Approval Hearing:** The Court will hold a Final Approval Hearing on **May 23, 2024 at 10:00 a.m.** The Final Approval Hearing will be conducted for the following purposes: (a) to determine whether the proposed Settlement, on the terms and conditions provided for in the Agreement, is fair, reasonable, and adequate, and should be approved by the Court; (b) to determine whether an order of Final Judgment should be entered dismissing the Action on the merits and with prejudice; (c) to determine whether the proposed plan of allocation and distribution of the Settlement Fund is fair and reasonable and should be approved; (d) to determine whether any requested award of attorneys' fees and costs, and Service Awards for the Class Representatives should be approved; and (e) to consider any other matters that may properly be brought before the Court in connection with the Settlement.

39. **Schedule:** The Court hereby sets the following schedule of events:

Event	Date
Notice Program Complete	March 9, 2024 (75 days before original Final Approval Hearing date)
Deadline to File Motion for Final Approval and Attorneys' Fees and Costs, and Service Award	April 8, 2024 (45 days before original Final Approval Hearing date)
Opt-Out Deadline	April 23, 2024 (30 days before original Final Approval Hearing date)
Objection Deadline	April 23, 2024 (30 days before original Final Approval Hearing date)
Deadline to Respond to Objections	May 8, 2024 (15 days before original Final Approval Hearing date)
Supplemental Brief Regarding Opt-Outs and Objections	May 8, 2024 (15 days before original Final Approval Hearing date)

Final Approval Hearing	May 23, 2024, at 10:00 a.m.
Claims Deadline	June 7, 2024 (15 days after original Final Approval Hearing date)

SO ORDERED this 8th day of December, 2023.



The Honorable Lindsey R. Vaala
United States Magistrate Judge