

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

CIVIL MINUTES – GENERAL

Case No. LA CV15-01601 JAK (ASx)

Date July 14, 2021

Title Viola Hubbs, et al. v. Big Lots Stores, Inc., et al.

Present: The Honorable JOHN A. KRONSTADT, UNITED STATES DISTRICT JUDGE

T. Jackson

Not Reported

Deputy Clerk

Court Reporter / Recorder

Attorneys Present for Plaintiffs:

Attorneys Present for Defendants:

Not Present

Not Present

Proceedings: (IN CHAMBERS) ORDER RE MOTION AND MOTION FOR ATTORNEYS' FEES, COSTS AND EXPENSES, AND CLASS REPRESENTATIVE INCENTIVE AWARDS (DKT. 361);

MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT (DKT. 362)

JS-6

I. Introduction

On February 7, 2014, Viola Hubbs ("Hubbs") filed this action in the Los Angeles Superior Court against Big Lots Stores, Inc. ("Big Lots Stores"), PNS Stores, Inc. ("PNS"), and Doe parties. The third amended complaint ("TAC" (Dkt. 151)), which is the operative one, added Brandon Coleman ("Coleman") and Tamkia Williams ("Williams") as plaintiffs. Roxanne Slusher ("Slusher") was also added as a plaintiff, and Big Lots F&S, Inc. ("F&S") was added as a defendant, through the consolidation of this action with a related one. Hubbs, Coleman, Williams, and Slusher are referred to collectively as "Plaintiffs," and Big Lots Stores, PNS and F&S are referred to collectively as "Defendants."

During the pendency of this action, a parallel proceeding was filed in the Northern District of California, *Slusher v. Big Lots Stores, Inc.*, No. 17-CV-05039-RS (N.D. Cal.), *transferred*, No. 2:19-CV-10705-JAK-ASx (C.D. Cal.). Plaintiff filed a notice of settlement on August 22, 2019, stating that the parties had reached a global settlement as to both this and the *Slusher* actions. Dkt. 331. Following the notice of settlement, the *Slusher* action was transferred to this District and consolidated with the earlier-filed action.

On December 4, 2019, Plaintiffs filed a motion for preliminary approval of class action settlement ("Preliminary Approval Motion"). Dkt. 347. The Preliminary Approval Motion sought the following:

- i. Preliminary approval of the Settlement Agreement, Dkt. 347-1 at 22-60 ("Settlement Agreement");
- ii. Preliminary approval of request for attorney's fees;
- iii. Preliminary approval of class representative enhancements;
- iv. Conditional class certification;

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- v. Approval of the Proposed Notice;
- vi. Appointment of Simpluris, Inc. (“Simpluris”) as the settlement administrator; and
- vii. Scheduling of a hearing on final approval of the class action settlement.

The Preliminary Approval Motion was heard on February 3, 2020. Dkt. 351. At the hearing, it was ordered that the portion of the settlement fund allocated to the PAGA claims be increased from \$150,000 to \$225,000. Dkt. 351 at 1-2. The parties were also ordered to file a joint report that included an amended proposed notice to class members, pursuant to which each class member (“Class Member”) would be apprised of the right to make objections to the number of qualifying workweeks for which he or she would be credited, for the purposes of calculating his or her individual settlement award. *Id.* at 1. On February 6, 2020, the parties filed a joint report that formally amended the Settlement Agreement to increase the allocation to PAGA claims to \$225,000, and attached a revised Proposed Notice (“Revised Proposed Notice”). Dkt. 352.

On September 1, 2020, the Preliminary Approval Motion was granted, subject to a reduction of attorney’s fees and the class representative enhancements. Dkt. 358 (the “September 2020 Order”).

On November 13, 2020, Plaintiffs filed a Motion for Attorneys’ Fees, Costs And Expenses, And Class Representative Incentive Awards. Dkt. 361 (the “Fee Motion”). On January 27, 2021, Plaintiffs filed a Motion for Final Approval of Class Action Settlement. Dkt. 362 (the “Final Approval Motion”). Defendants did not oppose these motions. Dkt. 361 at 4; Dkt. 362 at 3.

A hearing on the motions was held on March 1, 2021, and they were taken under submission. Dkt. 366. For the reasons stated in this Order, the Final Approval Motion is **GRANTED**. The terms of the Settlement Agreement are approved as fair, reasonable and adequate. The Settlement Class is certified for the purpose of settlement. The Fees Motion is **GRANTED IN PART**. Plaintiffs are awarded attorney’s fees in the amount of \$2,200,000. Plaintiffs are awarded \$500,000 in costs. An individual service award of \$12,000 is approved for named Plaintiffs Viola Hubbs, Brandon Coleman, and Tamika Williams, and an individual service award of \$7500 is approved for named Plaintiff Roxanne Slusher.

II. Summary of the Settlement Agreement

The primary terms of the settlement are as follows:

A. Settlement Class Definition and Period

The Settlement Agreement reflects a broad class with a narrow subclass. First, all members to the settlement would be part of the following Settlement Class:

5. “Class Member(s)” or “Settlement Class” means all persons employed by Defendants in California as non-exempt employees who worked at any of Defendants’ California retail stores at any time during the Class Period. All Closing Shift Class Members are Class Members and are members of the Settlement Class.

6. “Class Period” means the period from February 7, 2010 to February 3, 2020. . . .

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Settlement Agreement ¶¶ 5-6.

Second, the Settlement Agreement would define a Closing Shift Class that is a subset of the Settlement Class:

9. “Closing Shift” means all closing shifts (as that term is understood in the retail store context) worked by Class Members during the Closing Shift Class Period where Defendants’ recordkeeping systems reflect a gap of 12 minutes or less between the Class Member’s end of shift clock-out time and the time the store’s alarm was set.

10. “Closing Shift Class Members” means all persons employed by Defendants in California as non-exempt employees who worked at least one Closing Shift at any of Defendants’ California retail stores at any time during the Closing Shift Class Period.

11. “Closing Shift Class Period” means the period from February 7, 2010 to May 23, 2017.

12. “Closing Shift Pay Periods” means all pay periods worked by Closing Shift Class Members during which a Closing Shift Class Member worked at least one Closing Shift.

Id. ¶¶ 9-12.

B. Relief to the Settlement Class Members

1. Monetary Relief

The Settlement Agreement provides for a settlement fund of \$7 million. It is non-reversionary. As described below, certain deductions are to be made from the settlement fund. The resulting Net Settlement Fund (“NSF”) would be allocated between the “Closing Shift Fund” -- which would be used to satisfy the claims of Closing Shift Class Members -- and the “General Class Fund” -- which would be used to satisfy the claims of Class Members. 45% of the Net Settlement Amount is allocated to the Closing Shift Fund, and the remaining 55% is allocated to the General Class Fund.

The proposed allocation of the \$7 million settlement fund is summarized in the following table:

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	Amount	Percent of Settlement Fund
Settlement Fund	\$7,000,000.00	100.00%
Attorney's Fees	(\$2,333,333.33)	33.33%
Litigation Costs	(\$500,000.00)	7.14%
Incentive Award to Four Named Plaintiffs	(\$55,000.00)	0.79%
Settlement Administration Costs	(\$120,000.00)	2.14%
PAGA Payment to LWDA (75% of PAGA Award Value)	(\$168,750.00)	2.41%
Net Settlement Fund ("NSF") (total includes 25% of PAGA Award Value)	\$3,823,916.67	54.20%
Payment to Closing Shift Fund (45% of NSF)	\$1,720,726.50	24.38%
Payment to General Class Fund (55% of NSF)	\$2,103,154.17	29.80%

Settlement Agreement ¶¶ 2, 7, 8, 20, 21, 33, 35, 36; Dkt. 352 at 7-11; Dkt. 362 at 16 n.8.

The payments to Class Members in the Settlement Class are to be calculated on a pro rata basis:

Defendants will calculate the total number of Pay Periods worked by all Class Members during the Class Period. All Class Members will be deemed to have worked during at least one Pay Period. To determine each Class Member's share of the General Class Fund, the Settlement Administrator will use the following formula: Share of General Class Fund = Pay Periods Worked by Individual Class Member ÷ Pay Periods Worked by All Class Members × General Class Fund.

Id. ¶ 35(b)(ii).

The payments to Closing Shift Class Members in the Closing Shift Class are also to be calculated on a pro rata basis:

Defendants will calculate the total number of Closing Shift Pay Periods worked by all Closing Shift Class Members during the Closing Shift Class Period. All Closing Shift Class Members will be deemed to have worked during at least One Closing Shift Pay Period. To determine each Closing Shift Class Member's share of the Closing Shift Fund, the Settlement Administrator will use the following formula: Share of Closing Shift Fund = Closing Shift Pay Periods Worked by Individual Closing Shift Class Member ÷ Closing Shift Pay Periods Worked by All Closing Shift Class Members × Closing Shift Fund.

Id. ¶ 35(b)(i). A member of the Closing Shift Class would receive two payments: one based on membership in the Closing Shift Class, and another based on membership in the broader Settlement Class.

The average net settlement share to be paid is approximately \$116.12. Declaration of Mary Butler, Dkt. 362-4 ¶ 12. The highest net settlement share is approximately \$2297.49. *Id.*

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2. PAGA Payment

The Settlement Agreement, as amended, provides that \$225,000 of the Gross Fund will be allocated to PAGA penalties. Dkt. 352 at 7-11. This is 3.21% of the Gross Fund Value. Of the PAGA award, 75% (\$168,750.00) would be paid to the California Labor and Workforce Development Agency (“LWDA”), and the remaining 25% (\$56,250.00) would remain in the NSF and be allocated to Class Members.

3. Release of Claims

a) Release Applicable to All Class Members

The Settlement Agreement includes the following release by Class Members:

28. “Released Claims” means any and all claims, charges, rights, complaints, liens, demands, causes of action, obligations, damages and liabilities that each Class Member had, now has, or may hereafter claim to have against the Released Parties arising prior to February 3, 2020, and that were asserted in the Actions and that relate to those claims that were asserted in the Actions, or that could have been asserted in the Actions based on the same facts and circumstances alleged in the Complaint (collectively, “the Released Claims”). The Released Claims specifically include, but are not limited to, claims for: (a) Unpaid Overtime (violation of Labor Code sections 510 and 1198); (b) Unpaid Minimum Wages (violation of Labor Code sections 223, 510, 1194, 1194.2, 1197 and 1197.1); (c) Meal Period Violations (violation of Labor Code sections 204, 223, 226.7, 512(a), and 1198); (d) Rest Period Violations (violation of Labor Code section 204, 223, 226.7 and 1198); (e) Non-Compliant Wage Statements (violation of Labor Code sections 226(a) and 1174(d)); (f) Wages Not Timely Paid on Termination (violation of Labor Code sections 201, 202, 203); (g) Wages Not Timely Paid During Employment (violation of Labor Code section 204); (h) Split Shift Violations and Failure to Provide Suitable Seating (violation of Labor Code sections 1197, 1198 and California Code of Regulations Title 8, Section 11070, subdivisions 4(C) and 14); (i) all the above claims asserted through PAGA; (j) incorporated or related claims asserted through California Business and Professions Code section 17200, et seq.; and (k) all other potential civil and statutory penalties based on or arising from the Released Claims, including but not limited to statutory, constitutional, contractual damages, unpaid costs, penalties, punitive damages, interest, attorneys’ fees, litigation costs, restitution, and equitable relief.

29. “Released Parties” includes Defendants and any of their former and current subsidiaries, divisions, officers, directors, members, partners, owners, shareholders, employees, former employees, agents, advisors, assigns, servants, attorneys, trustees, assigns, affiliates, independent contractors, volunteers, predecessors, successors, representatives, heirs, executors, administrators, parent companies and organizations, insurers, any predecessors or successors or assigns of any of the foregoing, and any and all other individuals and/or entities in which Defendants may have an interest.

47. Release by Class Members Who Do Not Opt Out: Upon the Effective Date, all Class

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Members who do not timely opt out hereby jointly and severally fully and finally release the Released Parties, to the fullest extent permitted by law, of and from any and all Released Claims. Each Class Member will be deemed to have made the foregoing release as if by manually signing it. In light of the method of notice set forth by this Settlement Agreement, and subject to final Court approval, all Class Members who do not opt out shall be bound by the Settlement, and shall release the Released Parties from the Released Claims, even if they never received mailed notice of the Action or this Settlement.

Id. ¶¶ 28, 29, 47.

b) Release Applicable to Named Plaintiffs

The Settlement Agreement provides for a broader release by the named Plaintiffs. *Id.* ¶ 49.

C. Notice

Notice of the settlement was administered by Simpluris. (the “Settlement Administrator”). Declaration of Mary Butler, Dkt. 362-4 ¶ 3. On October 26, 2020, the Settlement Administrator mailed the court-approved Notice to 32,295 class members. *Id.* ¶ 8. The Notice provided information about the action; the principal terms of the settlement, including the claims to be released; the definition of the Class; the estimated payment to the specific Class Member receiving the Notice; the procedures for objecting to the estimated payment; and the procedures for opting out of the settlement. Dkt. 352 at 13-18.

Of the 32,295 packets mailed, 5483 were returned to the settlement administrator as undeliverable. Dkt. 362-4 ¶ 9. Following further research, updated addresses were obtained and notices resent. This resulted in only 702 notices (2.17% of class members) as undeliverable. *Id.* As of January 25, 2021, the settlement administrator had received four requests to opt out of the settlement, and no objections. *Id.* ¶¶ 10-11.

D. Settlement Administration Costs

Plaintiffs state that Simpluris incurred \$120,000 in costs to administer the settlement process. Dkt. 362 at 16 n.8. This is less than the estimated cost of \$150,000. *Id.*

E. Incentive Awards

Under the terms of the Settlement Agreement, Hubbs, Coleman and Williams was each to receive \$15,000 as an enhancement payment. Slusher was to receive a \$10,000 enhancement payment. Settlement Agreement ¶¶ 7, 36. The September 2020 Order approved separate awards of \$12,000 for Hubbs, Coleman and Williams, and an award of \$7500 for Slusher. Dkt. 358 at 34.

F. Attorneys’ Fees and Costs

The Settlement Agreement provides that Plaintiffs’ counsel may seek an award of up to \$2,333.333.33 in attorney’s fees and \$500,000 in litigation costs. Settlement Agreement ¶ 35(d). The September 2020

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Order preliminarily approved a fee award of \$2,000,000 and an award of \$500,000 in costs. Dkt. 358 at 32-33.

III. Analysis

A. Class Certification

The September 2020 Order as to the Preliminary Approval Motion analyzed the bases for conditional certification of the Settlement Class. Dkt. 358 at 9-12. This analysis, which is incorporated by this reference, was the basis for granting conditional certification of the Settlement Class. These factors have not changed since that time.

Because there have been no material changes to any of the relevant circumstances since the entry of the Preliminary Approval Order, the same determinations are warranted at this time with respect to the class certification analysis. Therefore, the Final Approval Motion is **GRANTED** as to certification of the Settlement Class.

B. Final Approval of the Settlement Agreement and Award of Class Representative Enhancement

1. Legal Standards

Fed. R. Civ. P. 23(e) requires a two-step process in considering whether to approve the settlement of a class action.

First, in the preliminary approval process, a court must make a preliminary determination as to whether the proposed settlement “is fundamentally fair, adequate, and reasonable.” *Acosta v. Trans Union, LLC*, 243 F.R.D. 377, 386 (C.D. Cal. 2007) (quoting *Staton v. Boeing Co.*, 327 F.3d 938, 952 (9th Cir.2003)). At this stage, the settlement need only be potentially fair.” *Id.*

Second, if preliminary approval is granted, class members are notified and invited to make any objections. Upon reviewing the results of that notification, a court makes a final determination as to whether an agreement is “fundamentally fair, adequate, and reasonable.” *See Nat’l Rural Telecomms. Coop. v. DIRECTV, Inc.*, 221 F.R.D. 523, 525 (C.D. Cal. 2004).

In evaluating fairness, a court must consider “the fairness of a settlement as a whole, rather than assessing its individual components.” *Lane v. Facebook, Inc.*, 696 F.3d 811, 818-19 (9th Cir. 2012). Courts in the Ninth Circuit apply the seven *Hanlon* factors:

- (1) the strength of the plaintiff’s case;
- (2) the risk, expense, complexity, and likely duration of further litigation;
- (3) the amount offered in settlement;
- (4) the extent of discovery completed and the stage of the proceedings;
- (5) the experience and views of counsel;
- (6) any evidence of collusion between the parties; and
- (7) the reaction of the class members to the proposed settlement.

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See In re Mego Fin. Corp. Sec. Litig., 213 F.3d 454, 458 (9th Cir. 2000) (citing *Hanlon v. Chrysler Corp.*, 150 F.3d 1011, 1026 (9th Cir.1998)).

Each factor does not necessarily apply to every class action settlement, and other factors may be considered. For example, courts often take into account whether the settlement is the product of arm's length negotiations that are likely to produce a fair and reasonable outcome. *See Rodriguez v. W. Publ'g Corp.*, 563 F.3d 948, 965 (9th Cir. 2009) ("We put a good deal of stock in the product of an arms-length, non-collusive, negotiated resolution.").

Fed. R. Civ. P. 23(e) provides further guidance as to the requisite considerations in evaluating whether a proposed settlement is fair, adequate and reasonable. Fed. R. Civ. P. 23(e) directs that a court is to consider whether:

- (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;
 - (iii) the terms of any proposed award of attorney's fees, including timing of payment; and
 - (iv) any agreement required to be identified under Rule 23(e)(3);¹ and
- (D) the proposal treats class members equitably relative to each other.

Fed. R. Civ. P. 23(e)(2). The factors set forth in Fed. R. Civ. P. 23(e) adopt many of the aforementioned factors historically used by federal courts. As the comments of the Advisory Committee explain, "[t]he goal of [the] amendment [was] not to displace any factor" that would have been relevant prior to the amendment, but rather to address inconsistent "vocabulary" that had arisen among the circuits and "to focus the court and the lawyers on the core concerns" of the fairness inquiry. Advisory Committee Comments to 2018 Amendments to Rule 23.

2. Application

a) Analysis in the September 2020 Order as to Overall Fairness

The September 2020 Order addressed many of the aforementioned factors used to determine whether a settlement is fair, adequate and reasonable. Dkt. 358 at 14-19. There has been no change in the basis for the analysis of these factors since that time. However, because the settlement administrator has completed the notice process, the reaction of the class members to the proposed settlement is now evaluated.

¹ Fed. R. Civ. P. 23(e)(3) provides that "[t]he parties seeking approval must file a statement identifying any agreement made in connection with the proposal."

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Of the 32,295 class members, only four opted out. There were no objections. A low proportion of opt outs and objections “indicates that the class generally approves of the settlement.” *In re Toys R Us-Delaware, Inc. -- Fair & Accurate Credit Transactions Act (FACTA) Litig.*, 295 F.R.D. 438, 456 (C.D. Cal. 2014) (citing cases); see also *In re Omnivision Techs., Inc.*, 559 F. Supp. 2d 1036, 1043 (N.D. Cal. 2008) (“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.” (quoting *Nat’l Rural Telecomms. Corp.*, 221 F.R.D. at 528-29)). Therefore, this factor weighs in favor of final approval.

Because there have been no material changes in any of the relevant circumstances since the September 2020 Order, the same determinations are warranted at this time with respect to the fairness analysis. Therefore, the approval of the distribution of the settlement funds as set forth in the September 2020 Order is granted.

b) Enhancement Award for Plaintiff

The named Plaintiffs renew their arguments for enhanced incentive awards. The September 2020 Order approved incentive awards of \$12,000 each to Hubbs, Coleman and Williams, and an award of \$7500 to Slusher. Plaintiffs argue that, due to the time and effort expended in this litigation, and the risks to future employment that each incurred, incentive awards of \$15,000 and \$10,000 are more appropriate. Although the work of the named Plaintiffs was valuable, and may have presented certain risks as to future employment opportunities, it was not materially different than what is commonly performed by class representatives. Therefore, compensation a level higher than preliminarily approved is not warranted. If the higher, proposed incentive awards were approved, it would result in hourly rates ranging from \$272 to \$555. See Dkt. 358 at 34. This is not warranted in light of the work performed and risks assumed by the named plaintiffs. Instead, awards of \$12,000 and \$7500, which would result in hourly rates ranging from \$218 to \$420, are more appropriate. Therefore, the approval of incentive fees set forth in the September 2020 Order is granted.

C. Attorney's Fees and Costs

1. Legal Standards

Attorney’s fees and costs “may be awarded in a certified class action where so authorized by law or the parties’ agreement.” *In re Bluetooth Headset Prods. Liab. Litig.*, 654 F.3d 935, 941 (9th Cir. 2011). However, “courts have an independent obligation to ensure that the award, like the settlement itself, is reasonable, even if the parties have already agreed to an amount.” *Id.*; see also Fed. R. Civ. P. 23(h). “If fees are unreasonably high, the likelihood is that the defendant obtained an economically beneficial concession with regard to the merits provisions, in the form of lower monetary payments to class members or less injunctive relief for the class than could otherwise have [been] obtained.” *Staton*, 327 F.3d at 964 (9th Cir. 2003). Thus, a district court must “assure itself that the fees awarded in the agreement were not unreasonably high, so as to ensure that the class members’ interests were not compromised in favor of those of class counsel.” *Id.* at 965.

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2. Application

a) Attorney's Fees

The Settlement Agreement permits Plaintiffs' counsel to seek up to \$2,333,333.33 in attorney's fees from the Gross Fund. This is 33% of the Gross Fund Value, which is somewhat higher than the 25% "benchmark" percentage that is applied by the Ninth Circuit. *Vizcaino v. Microsoft Corp*, 290 F.3d 1043, 1047 (9th Cir. 1990). As noted in the September 2020 order, the monetary benefit achieved is favorable but not exceptional. Thus, the September 2020 Order preliminarily approved a fee award of \$2,000,000, or 28.7% of the Gross Fund. Dkt. 358 at 31.

Plaintiffs renew their arguments for a \$2,333,333.33 fee award. *First*, they note that courts typically defer to attorney's fees awards that are negotiated at arms-length, as this one was. *Second*, they argue that California law applies in this diversity case, and that California courts have declined to adopt a 25% benchmark. *See Laffitte v. Robert Half Int'l Inc.*, 1 Cal. 5th 480, 503 (2016). Rather, Plaintiffs argue, awards of 33% or more are common. *Third*, Plaintiffs argue that a 33% award is appropriate under federal law, noting that federal district courts routinely approve fees higher than the benchmark percentage in common fund cases. *Fourth*, Plaintiffs argue that the award is reasonable in this particular case, in which Plaintiffs' counsel worked on a contingency basis. The case involved "six years of hotly-contested litigation," including numerous discovery motions and a successful class certification motion. Plaintiffs note that in addition to the monetary relief that was secured, Defendants adopted significant policy changes. These include the provision of stools in California stores and a policy of adding three minutes of paid time to all closing shift and opening shift employees. Dkt. 362 at 17. *Fifth*, Plaintiffs argue that the lodestar cross-check confirms that a 33% fee award is reasonable. In performing the lodestar cross-check, it was determined that a reduction of \$159,500 was warranted, bringing the lodestar amount to \$2,729,679.50. Plaintiffs argue that even this reduced figure supports the requested award.

As noted in the Preliminary Approval Order, counsel have devoted substantial time to these matters, as reflected in the hours worked. They are experienced and have provided effective representation. They have also achieved a favorable result for the Class, while working on a contingency basis. However, the monetary relief secured is not exceptional. The average net recovery is very similar to that achieved in comparable wage-and-hour actions. *See* Dkt. 362 at 29-30 (collecting cases). Thus, an award of 33% is not warranted.

Balancing the relevant factors, an award of \$2,200,000, or 31.4% of the Gross Fund Value, is appropriate. This reflects the value of the policy changes secured for Plaintiffs and others, which are notable. In particular, the new paid time provides additional monetary relief to class members and future employees. Thus, a final fee award of \$2,200,000 is approved. That amount is to be distributed among the firms on a proportional basis as measured by the Fee Table previously submitted, and is summarized in the following chart:

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Firm	Fee Award
Capstone	\$402,215
LOMY	\$1,544,675
Nichols	\$80,355
SLG	\$172,755
Total	\$2,200,000

b) Costs

Plaintiff's counsel seeks \$500,000 in costs. In connection with the Preliminary Approval Motion, they presented detailed, itemized lists of costs incurred in the litigation. These were assessed in the September 2020 Order and found to be reasonable. Dkt. 358 at 22-32. Those determinations are incorporated and adopted here.

For these reasons, the Fees Motion is **GRANTED** as to the request for the reimbursement of costs of \$500,000.

IV. Conclusion

For the foregoing reasons, the Final Approval Motion is **GRANTED**, and the Fees and Enhancement Motion is **GRANTED-IN-PART**, as stated in this Order.

Initials of Preparer tj : _____