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

MICHAEL DON, EXECUTOR OF
THE ESTATE OF RUBEN DON,
TAMARA PELHAM, SPECIAL
ADMINISTRATOR OF THE ESTATE OF
LEROY LITTLE, and CAROLYN JAN
LITTLE, Individually, and as the Class
Representatives on behalf of those insureds
similarly situated,

Plaintiffs,

vs.

UNUM GROUP, a Delaware Corporation;
and UNUM LIFE INSURANCE COMPANY
OF AMERICA, a Maine Corporation,

Defendants.

CV 13-4502-DSF (VBK)

**ORDER (1) PRELIMINARILY
APPROVING CLASS ACTION
SETTLEMENT, (2) DIRECTING
DISTRIBUTION OF THE CLASS
ACTION SETTLEMENT
NOTICE, (3) SETTING A FINAL
APPROVAL HEARING, AND (4)
PRELIMINARILY ENJOINING
PARALLEL PROCEEDINGS**

On March 7, 2016, this matter came before the Court on Plaintiffs' motion for preliminary approval of a proposed settlement (Motion), the terms of which are set forth in the Stipulation For Settlement (Stipulation or Settlement Agreement), filed with the Motion.

The Settlement Agreement, which is attached as Exhibit 1 to the Declaration of Allan Sheno in support of the Motion, is incorporated by reference and made a part of this Order. All capitalized terms used in this Order shall have the meaning or

1 definitions given to them in the Settlement Agreement, or the meanings or definitions
2 given to them in this Order.

3
4 **It is ORDERED:**

5 **1. Preliminary Approval of Proposed Class Settlement.**

6 Plaintiffs' Motion is **GRANTED**. The proposed settlement set forth in the
7 Settlement Agreement is preliminarily approved as reasonable and adequate, free of
8 collusion or indicia of unfairness, and within the range of possible outcomes.
9 Therefore, the Court finds that the proposed settlement is sufficient to warrant
10 dissemination of notice to the Class Members and to conduct a fairness hearing.

11 **2. Settlement Class and Relief.**

12 As provided in the Settlement Agreement:

13 "Settlement Class" means, subject to the exclusions listed below, all Class
14 Members, except the following persons: (1) persons who properly opted-out of the
15 Settlement; (2) any officer, director, employee, or agent of Unum; (3) any judge,
16 justice, or judicial official presiding over the Action and the staff and immediate
17 family of any such judge, justice, or judicial official; and (4) notwithstanding the
18 above, no Claim shall be eligible for or approved for Settlement Relief with respect
19 to any Policy for which a valid agreement or release exists between Unum and the
20 Settlement Class Member that would preclude the Settlement Class Member's right
21 to receive relief from the Settlement. Unum represents that, except for the members
22 of Subclass VII, each member of the settling subclasses in the Settlement Class: (1)
23 is sufficiently identifiable; (2) Unum can accurately trace the benefits due each
24 beneficiary; and (3) each beneficiary has an undisputed and mathematically
25 ascertainable claim to part of the Settlement Relief. In other words, the value to
26 individual class members of benefits in each of the above items (except as to
27 Subclass VII, which is not included in the monetary Total Settlement Fund) can be
28 accurately ascertained, and this relief is part of the Settlement Relief.

1 “Class Member” means and includes any person included in the definition of
2 Subclass I, Subclass IV, or Subclass VII.

3 “Subclass I” means all current and former insureds nationwide whose Unum
4 LTC Policies state “[u]nless we tell you something else, years, months and
5 anniversaries that we refer to are calculated from the Policy Date” and Unum used
6 (for insureds with “accrued damages”), is using (for insureds “in claim”), or will use
7 (for “future claimant” insureds) the Effective Date. The proposed class representative
8 for Subclass I is Don.

9 “Subclass IV” means all current (as of the Settlement Agreement Execution
10 Date) and former insureds nationwide whose Unum LTC Policies contain an optional
11 provision for inflation protection which states that their Lifetime Maximum Benefit
12 Amount will increase, and Unum applied (for insureds with “accrued damages”), is
13 applying (for “in claim” insureds), or will apply (for “future claimant” insureds) the
14 annual inflation increase to the remaining Lifetime Maximum Benefit Amount, even
15 though the word “remaining” does not quantify or reduce the Lifetime Maximum
16 Benefit Amount. The proposed class representatives for Subclass IV are Don for
17 those insureds who have “accrued damages,” and Pelham for the “in claim” and
18 “future claimant” insureds.

19 “Subclass VII” means all current and former insureds under Unum’s LTC
20 Policies nationwide issued pre-2002 who since 2010 received a “duplicate” policy
21 that was not an exact copy of their original policy. The proposed class
22 representatives of Subclass VII are Pelham for “in claim” insureds, and Little for
23 “future claimant” insureds. The “Settlement Relief” consists of the following:

24 Subclass I. The Subclass I relief will be provided through a combination of
25 (a) monetary payments and (b) a future business practice change, anticipated to be
26 completed within two years of the Final Settlement Date, whereby Unum would
27 change its processes to calculate the Policy Anniversary based on the Policy Date
28 rather than the Effective Date (“Policy Anniversary Change”). For current Subclass
I class members, i.e., Subclass I class members who have already received benefits

1 under their policies, Unum would pay those class members the difference between
2 what they received in benefits and what they would have received in benefits if
3 Unum had calculated the Policy Anniversary based on the Policy Date. *Before the*
4 *date of the Policy Anniversary Change*, Unum will also pay future Subclass I class
5 members, i.e., Subclass I class members who in the future receive benefits under
6 their policies, the difference between what they receive in benefits and what they
7 would have received in benefits if Unum had calculated the Policy Anniversary
8 based on the Policy Date. *After the date of the Policy Anniversary Change*, Unum
9 will pay future Subclass I members benefits with the Policy Anniversary calculated
10 based on the Policy Date.

11 Plaintiffs estimate the relief to be provided to Subclass I, as described in this
12 paragraph, at \$18,595,470. Plaintiffs contend that \$1,822,407.98 to 1,163 insureds
13 that Unum's March 19, 2015 discovery responses identified have been underpaid, is
14 not included in the \$18,595,470 for Subclass I, which is plaintiffs' estimate of
15 payments for approximately 11,867 insureds. Unum agrees not to challenge
16 Plaintiffs' valuation. In addition, Unum will not claim back Unum's overpayment,
17 under Plaintiffs' Subclass I theory, of \$1,774,583.20 to 3,069 insureds.

18 Subclass IV. The Subclass IV relief will be provided as 1.5 months of
19 additional benefits, based on the Subclass IV class member's original monthly
20 benefit amount stated in the policy, payable to any Subclass IV class member who
21 reaches their Lifetime Maximum Benefit Amount. Unum and Plaintiffs value the
22 relief to be provided to Subclass IV, as described in this paragraph, at
23 \$18,600,000.00.

24 Subclass VII. Unum represents and warrants that members of Subclass VII
25 have had—and will continue to have—their claims adjudicated based on the
26 language of their original policies, notwithstanding their prior receipt from Unum of
27 versions of their policies that were not exact copies of their original policies. Upon
28 final approval of the Parties' settlement by the Court in the Action, Unum will, on a

1 going forward basis, provide exact copies of the original policies to policyholders
2 requesting duplicate policies.

3 **3. Class Counsel.**

4 The Court appoints Sheno Koes LLP (Lead Counsel) and the Law Offices of
5 Christopher Vader as Class Counsel for the Settlement Class.

6 **4. Class Representatives.**

7 For settlement purposes only, the "Class Representatives" mean Plaintiffs
8 Michael Don (Don), as Executor of the Estate of Ruben Don, Tamara Pelham
9 (Pelham), as Special Administrator of the Estate of Leroy Little, and Carolyn Jan
10 Little (Little).

11 **5. Fairness Hearing.**

12 The Fairness Hearing will be held in Courtroom 840 of the United States
13 Courthouse located at 255 E. Temple Street, Los Angeles, California on June 27
14 2016, at 1:30 p.m. (or at such continued time(s) as the Court may later direct). If the
15 Fairness Hearing is continued by the Court, the Parties shall serve written notice on
16 any Settlement Class Member (or attorney, if applicable) who submitted to the
17 Settlement Administrator a timely and valid objection to the proposed settlement and
18 a Notice of Intent to Appear at the Fairness Hearing of the continued date and time
19 for the Fairness Hearing. Otherwise, the Court may continue the Fairness Hearing
20 without notice to the Class, except that any notice of such continuation shall be
21 posted on the settlement website to be set up by the Administrator. Continuance of
22 the Fairness Hearing shall not extend any deadline for any objection, or other action
23 by any Settlement Class Member (or their attorney, if applicable), pursuant to the
24 Agreement and this Order, but all deadlines for the Parties to file papers in support of
25 final settlement approval (including response(s) to objections), or for Class Counsel
26 to file papers in support of an application for approval of Unum's payment of an
27 award of attorneys' fees, costs, and litigation expenses for Class Counsel, and Class
28 Representatives' service awards shall be based on the continued Fairness Hearing
date.

1 At the Fairness Hearing, the Court will consider all matters set forth in the
2 Settlement Agreement, including: (a) whether the proposed settlement should be
3 finally approved as fair, reasonable, and adequate, on the terms set forth in the
4 Settlement Agreement; (b) whether judgment should be entered and the case should
5 be dismissed with prejudice, pursuant to the terms of the Settlement Agreement; (c)
6 the sufficiency of the notice to the Settlement Class of the Settlement, the provisional
7 approval of the Settlement, the provisional certification of the Settlement Class, and
8 the Settlement Class Members' rights; (d) the adequacy of Class Counsel's and Class
9 Representatives' representation of the Class; (e) whether Settlement Class Members
10 should be bound by the release set forth in the Settlement Agreement; (f) whether
11 Settlement Class Members should be subject to a permanent injunction as set forth in
12 the Settlement Agreement; (g) an application by Class Counsel for approval of
13 Unum's payment of an award of Class Counsel's attorneys' fees and reimbursement
14 of costs and litigation expenses, including the agreement among Class Counsel with
15 respect to the division of attorneys' fees awarded; and (h) an application for approval
16 of Unum's payment of service awards to the Class Representatives for their efforts
17 on behalf of the Settlement Class.

18 Class Counsel shall file and serve their motion for final approval of the
19 Settlement Agreement on or before the date 21 days before the deadline for
20 submission of exclusions or objections. Class Counsel shall also, by the same
21 deadline, file and serve their application for Court approval of Unum's payment of
22 Class Counsel's attorneys' fees and Class Counsel's expenses, and for any service
23 awards for the Class Representatives.

24 Unum's submissions in support of final approval of the Settlement Agreement
25 shall be filed with the Court at least 14 days prior to the Fairness Hearing.

26 **6. Notices of Pendency of Class Action and of Right to Opt Out.**

27 The Court finds that the "Class Settlement Notice" which is attached as
28 Exhibit A to the Settlement Agreement, as ordered modified during the March 7,
2016 hearing, is the best notice practicable, is reasonable, adequate, and sufficient

1 and is reasonably calculated, under the circumstances, to apprise the Class Members
2 of their rights, including their right to opt out or object, and at this juncture, as set
3 forth in the notice, fully satisfies the requirement of due process and all other
4 applicable provisions of law. No later than 55 days after the mailing of the "Class
5 Settlement Notice Package," the Administrator shall prepare and file with the Court a
6 declaration identifying any timely and validly submitted requests for exclusion.

7 **7. Notice of Settlement and of Right to Object/Appeal.**

8 The Court approves the proposed form and contents of the Settlement
9 Agreement.

10 Notice as set forth in the Settlement Agreement and Exhibit A thereto, as
11 ordered modified during the March 7, 2016 hearing, shall be in the manner set forth
12 in the Settlement Agreement, no later than 30 days after the Court's entry of this
13 Order.

14 **8. Appointment of the Settlement Administrator**

15 Rust Consulting, Inc. ("Administrator") is appointed as the Settlement
16 Administrator. Settlement Notice shall be provided by the Administrator in
17 accordance with this Order and the Settlement Agreement. Unum is authorized to
18 communicate with the Administrator to assist in the implementation of the
19 Settlement, and the Administrator and Unum are authorized to take the steps
20 necessary to implement the tasks that the Settlement Agreement requires to occur
21 before the Fairness Hearing for which they are respectively responsible.

22 As further described below and in the Settlement Agreement, Class Members
23 shall be given notice of the right to object to the proposed Settlement (on their own
24 or through counsel of their own selection at their own expense), the right to attend
25 the Fairness Hearing, and the right, through a writing that shall not be filed with the
26 Court, but shall be served on the Settlement Administrator, Class Counsel, and
27 Unum's Counsel, to request leave of Court to and speak at the Fairness Hearing in
28 support of a timely and properly served objection (on their own behalf or through
counsel of their own selection at their own expense). The deadline for the exercise

1 of such rights shall be 30 days after the date of original mailing of the Class
2 Settlement Notice Package.

3 In order to facilitate printing and dissemination of the Class Settlement
4 Package, the Administrator and the Parties may change the format, but not the
5 content of the Class Settlement Notice, without further Court order, so long as its
6 legibility is not adversely impacted. The Administrator may also, without further
7 Court order, insert the information specified in the places provided in the Settlement
8 Notice.

9 The Court finds that the manner of providing notice of the proposed settlement
10 to the Settlement Class Members, as set forth in this Preliminary Approval Order, the
11 Settlement Agreement, and the Class Settlement Notice to be the best notice
12 practicable, and is reasonably calculated, under the circumstances to apprise the
13 Settlement Class Members of their rights regarding the preliminarily approved
14 settlement should it become final, including their rights to object to the preliminarily
15 approved settlement and to request to appear at the Fairness Hearing concerning the
16 preliminary settlement, as set forth in the Settlement Agreement, is reasonable and
17 complies with due process, is adequate and sufficient notice to all persons entitled to
18 receive notice, meets all applicable requirements of Federal Rules of Civil
19 Procedure, the United States Constitution and its Amendments. The Court also finds
20 that the provisions of the Settlement Agreement for updating the Settlement Class
21 Notice mailing, researching alternate mailing data, re-mailing any returned notices,
22 and responding to Settlement Class Member inquiries (including the support to be
23 provided by the Administrator and Class Counsel), constitute the most practicable
24 methodology for maximizing the efficacy of the Class Settlement and such
25 provisions are confirmed and made part of this Order.

26 The Court further finds that the Class Settlement Notice, and the mailing
27 thereof, as provided in this Order and the Settlement Agreement, shall be the only
28 notice required to Class Members of the proposed settlement, and constitutes
sufficient notice of the following: (a) the Settlement Agreement, (b) the Fairness

1 Hearing, (c) Class Members' rights with respect to the proposed Settlement
2 (including their rights to object and to appear, including through counsel of their own
3 selection at their own expense), that the release will be binding on the Settlement
4 Class Members if the preliminarily approved settlement is finally approved and
5 becomes final, (e) that any judgment, favorable or unfavorable, will include and be
6 binding on all Settlement Class Members unless they have excluded themselves, (f)
7 Class Counsel's application for approval of Unum's payment of Class Counsel's
8 attorneys' fees, Class Counsel's expenses, and service awards, and (g) the other
9 matters set forth in the Settlement Agreement. The Court further finds that the Class
10 Settlement Notice and the manner of the Class Settlement Notice Package as
11 provided for in the Settlement Agreement and this Preliminary Approval Order fully
12 satisfy the requirements of due process, the United States and California
13 Constitutions, the Federal Rules of Civil Procedures, and all other applicable
14 provisions of law.

14 **9. Proof of Mailing of Settlement Notice.**

15 By the time of filing of the motion for final settlement approval, the
16 Administrator shall provide, and Plaintiffs shall file, proof, by affidavit or
17 declaration, of the mailing of the Class Settlement Notice in the manner provided in
18 the Settlement Agreement and in this Order.

19 **10. Communications with Settlement Class Members.**

20 Absent an order from a Court with jurisdiction over the Settlement, Unum
21 may not participate in or respond to inquiries from Settlement Class Members to
22 Class Counsel regarding the proposed settlement, and shall not have communications
23 with Settlement Class Members on matters specifically regarding the Action or the
24 Settlement Agreement. However, Unum has the right to communicate with, and to
25 respond to inquiries directed to it, from Settlement Class Members orally or in
26 writing regarding matters in the normal course of administering their policies,
27 including responding to any complaints received through state agencies, officials or
28 otherwise, and may do so through any appropriate agents of Unum.

1 If Unum receives any inquiry from any Settlement Class Member or other
2 person entitled or potentially entitled to Settlement Relief relating to their set of
3 options or the rights of the person inquiring under the Settlement Agreement, Unum
4 shall not respond to the inquiry but shall refer the inquiring party to the settlement
5 call center or to Class Counsel, as agreed in the Settlement Agreement. However,
6 Unum may respond to questions from Settlement Class Members as expressly
7 provided for in the Settlement Agreement in the ordinary course of business if
8 Settlement Class Members initiate contact to Unum and ask for information about
9 their policies. Further, Unum may communicate with agents and employees of
10 Unum and its auditors, insurance commissioners, regulators or similar reporting
11 organizations, governmental entities regarding the impact or administration of the
12 Settlement Agreement.

13 **11. Objections and Appearances.**

14 **(a) Written Objections.**

15 Any Settlement Class Member who wishes to object to the reasonableness or
16 adequacy of the Settlement Agreement or the proposed settlement in any respect,
17 including the provisions therein relating to Class Counsel attorneys' fees, and Class
18 Counsel expenses, must not file anything with (and must not contact) the Court, but
19 must timely serve the Settlement Administrator and counsel for both Parties, i.e.
20 Class Counsel and Unum's Counsel, a written statement of objection. Any such
21 objection must be served on the Settlement Administrator, Class Counsel, and
22 Unum's Counsel no later than 30 days after the date of original mailing of the "Class
23 Settlement Notice Package," and must be properly addressed and postmarked no
24 later than 30 days after the original mailing of the "Class Settlement Notice
25 Package." The addresses for the Parties' Counsel are:

26 If to Unum, then to:

27 Joshua E. Anderson
28 **SIDLEY AUSTIN LLP**
555 West Fifth Street, Suite 4000
Los Angeles, California 90013

1 If to Plaintiffs, then to both:

2 **SHENOI KOES LLP**
3 175 S. Lake Ave. Ste. 202
4 Pasadena, California 91101

5 **Law Offices of Christopher C. Vader**
6 82632 B Hwy 111, Suite 3
7 Indio, California 92201

8 To be considered, all objections must be timely, in writing, and signed by the
9 objector (or his or her attorney, if applicable). Any objector must not file anything
10 with the Court and must not contact the Court, the Clerk of the Court, or Court staff,
11 but only serve the papers on the Settlement Administrator, Class Counsel, and
12 Unum's Counsel. All objections must reference the name and case number of this
13 Action and must contain the following information: (i) the objector's name, address,
14 and telephone number, and the policy number(s) in which the objector claims an
15 interest; (ii) the name, address, and telephone number or any attorney for the objector
16 with respect to the objection; and (iii) the factual basis and grounds for the objection.

17 If a Settlement Class Member hires an attorney to represent him or her and
18 such attorney intends to appear at the Fairness Hearing, that attorney must, in
19 addition to satisfying the foregoing requirements for timely and valid objections, also
20 (1) serve the Settlement Administrator, Class Counsel, and Unum's Counsel with
21 both a Notice of Appearance and a Notice of Intention to Appear and Participate at
22 the Fairness Hearing no later than thirty (30) days after the original mailing of the
23 "Class Settlement Notice Package" postmarked no later than thirty (30) days after
24 the original mailing of the "Class Settlement Notice Package."

25 **(b) Appearance at the Fairness Hearing.**

26 Settlement Class Members do not need to appear at the Fairness Hearing in
27 order to support any objection. A timely and validly submitted objection will be
28 considered by the Court at the Fairness Hearing, without the necessity of appearance
by the objector. Notwithstanding, any Settlement Class Member who timely and
properly serves a written objection to the Settlement Administrator, as described

1 above, may appear and speak at the Fairness Hearing in support of said objection,
2 either in person or through an attorney hired at the Settlement Class Member's own
3 expense, provided that a Notice of Intention to Appear in support of the objection
4 (and in the case of an attorney, an entry of appearance) is served on the Settlement
5 Administrator, Class Counsel, and Unum's Counsel no later than 30 days after the
6 date of original mailing of the "Class Settlement Notice Package." Copies of said
7 entry of appearance and Notice of Intention to Appear must also be mailed to
8 Counsel for the Parties, in a pre-addressed and post-marked envelope, no later than
9 30 days after the date of original mailing of the Class Settlement Notice Package.

10 A Settlement Class Member who is permitted by the Court to appear at the
11 Fairness Hearing, personally or through counsel at his or her own expense, will be
12 permitted to argue only those matters that were set forth in the timely and validly
13 submitted written objection filed by that Settlement Class Member. No Settlement
14 Class Member shall be permitted to address the Court on matters at the Fairness
15 Hearing that the Settlement Class Member could have included in his/her written
16 objection but failed to do so unless the Court does not grant permission, and all
17 objections to the Settlement Agreement that are not set forth in a timely and validly
18 submitted written objection served on the Settlement Administrator, Class Counsel,
19 and Unum's Counsel as forth above, are deemed waived.

20 **(c) Waiver for Non-Compliance.**

21 Any Settlement Class Member who fails to comply with the provisions of the
22 preceding paragraphs or this Paragraph, shall waive any and all rights he or she may
23 have to object, appear, or speak, shall be barred from appearing and speaking at the
24 Fairness Hearing, and shall be bound by terms of the Settlement Agreement and by
25 all proceedings, orders and judgment in the Action.

26 **(d) The Parties' Response(s) to Objections.**

27 If either the Settlement Administrator, Class Counsel or Unum's Counsel
28 receives an objection to the proposed settlement or Notice of Intention to Appear or a
Notice of Entry of Appearance from or on behalf of any Settlement Class Member,

1 they shall promptly provide copies of same to counsel for the other Party. For the
2 Court's and the Parties' convenience, Class Counsel or Unum's Counsel shall
3 include copies of all objections, entries of appearance, and Notices of Intent to
4 Appear and participate at the Fairness Hearing received (timely and validly served)
5 in their submissions at the time of filing of the motion for final settlement approval.
6 The Parties shall file and serve on each other any response(s) to timely written
7 objections no later than 21 days before the Fairness Hearing, and to any untimely
8 objections as soon as practicable in advance of the Fairness Hearing. At least seven
9 days before the Fairness Hearing, the Parties shall serve on each Settlement Class
10 Member (and his or her attorney if applicable) who has timely and validly submitted
11 an objection and a notice of appearance, a copy of any written response(s) addressing
12 that objector's objection.

12 **12. Preliminary Injunction.**

13 All Settlement Class Members are preliminarily enjoined from commencing,
14 prosecuting, intervening in, participating in, maintaining, individually, as class
15 members or otherwise, directly or indirectly, through a representative or otherwise,
16 receiving any benefits from, or organizing or soliciting the parties directly or
17 indirectly, any lawsuit (including putative class actions), arbitration, mediation,
18 administrative or regulatory proceeding or order in any jurisdiction asserting any
19 claims based on or relating to the Released Claims released by the Settlement
20 Agreement, and from organizing Settlement Class Members into separate classes for
21 purposes of pursuing as a purported class action in any lawsuit (including by
22 amending a pending complaint to include class allegations, or seeking class
23 certification in a pending action) asserting any claims released by the Settlement
24 Agreement. Nothing in this paragraph, however, shall require any Settlement Class
25 Member to take any affirmative action with regard to other pending class action
26 litigation in which they may be absent class members.

27 Unum reserves the right to file motions or to take other actions to enforce the
28 release provisions of the Settlement Agreement and of this injunction, as it may

1 deem appropriate.

2 **13. Termination of Settlement.**

3 If either party elects to terminate the Settlement Agreement, pursuant to the
4 provisions of Section XIII of the Settlement Agreement, then this Order shall
5 become null and void, and shall be without prejudice to the rights of the parties, all
6 of whom shall be restored to their respective positions existing immediately before
7 the Court entered this Order.

8 **14. Use of Order.**

9 Whether or not the Settlement Agreement is terminated, this Order shall not be
10 construed or used as an admission, concession, declaration by or against Unum of
11 any fault, wrongdoing, breach or liability, or by or against Plaintiffs or the
12 Settlement Class Members that their claims lack merit or that the relief requested in
13 their pleadings is inappropriate, unavailable, or as a waiver by any Party of any
14 defenses or claims, whether in this case or in any other lawsuit, arbitration,
15 administrative regulatory proceeding or examination, or in any other proceeding or
16 action.

17 **15. Continuing Jurisdiction.**

18 For the benefit of the Settlement Class and to protect this Court's jurisdiction,
19 this Court retains continuing jurisdiction over the Action, the proposed settlement,
20 settlement approval, and settlement administration, to ensure the effectuation of the
21 proposed settlement (should it be finally approved). Without limiting the foregoing,
22 the Court retains continuing jurisdiction over all aspects of this Action including but
23 not limited to the fairness of the proposed settlement, any objections to the proposed
24 settlement, the method and manner under which Settlement Relief will be provided,
25 the adequacy of representation of the Settlement Class by Class Counsel and Class
26 Representatives, the amount of Class Counsel attorneys' fees and expenses paid to
27 Class Counsel, the amount of any service award paid to the Class Representatives,
28 any claim by any party relating to representation by Class Counsel of any Plaintiff or
Class Member in this Action, all other issues related to the proposed settlement

1 including any collateral order made regarding any matter related to this Action, or
2 the conduct of any party or Class Counsel relating to this Action or the proposed
3 settlement.

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5 IT IS SO ORDERED.

6 Dated: March 9, 2016



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8 Honorable Dale S. Fischer
9 United States District Judge

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