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UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA

VERONICA SMITH, individually  
and on behalf of all others similarly  
situated and all aggrieved employees,

Plaintiff,

v.

BUDGET RENT A CAR SYSTEM,  
INC., AVIS BUDGET GROUP,  
INC., and DOES 1 to 10,

Defendants.

Case No. 2:19-cv-04720-SVW-PLA

**ORDER GRANTING MOTION  
FOR PRELIMINARY APPROVAL  
OF CLASS ACTION  
SETTLEMENT**

The Court has received the Joint Stipulation of Class Action Settlement and Release (hereinafter sometimes referred to as the “Settlement” or “Agreement”), entered into between the Plaintiff and Class Representative for the proposed Certified Settlement Class in this matter, on the one hand, and Defendants Budget Rent A Car System, Inc. and Avis Budget Group, Inc. (“Defendants”), on the other hand, and their respective counsel of record.

After reviewing the Agreement, and the other documents filed in support of the

1 Motion for Preliminary Approval of Class Action Settlement, and having considered  
2 the arguments by the respective parties, THE COURT HEREBY ORDERS THE  
3 FOLLOWING:

4 **ORDERS**

5 1. The Court hereby grants preliminary approval of the proposed Settlement  
6 upon the terms and conditions set forth in the Agreement. The Court preliminarily finds  
7 that the terms of the proposed Settlement are fair, adequate and reasonable, and that  
8 they comply with Rule 23(e) of the Federal Rules of Civil Procedure (“FRCP”). The  
9 Court hereby adopts and incorporates by this reference the recitals, terms and conditions  
10 of the Settlement.

11 2. The Court preliminarily finds that the Settlement is the product of serious,  
12 informed, non-collusive negotiations conducted at arm’s-length by the Parties. In  
13 making these preliminary findings, the Court considered, among other factors, the  
14 potential damages claimed in the lawsuit on behalf of Plaintiff and members of the  
15 Certified Settlement Class, Defendants’ potential liability, the risks of continued  
16 litigation including trial outcome, delay and potential appeals, the substantial benefits  
17 available to the Certified Settlement Class as a result of the Settlement, the Parties’  
18 participation in mediation with an experienced class action mediator, and the fact that  
19 the proposed Settlement represents a compromise of the Parties’ respective positions  
20 rather than the result of a finding of liability at trial. The Court further preliminarily  
21 finds that the terms of the Settlement have no obvious deficiencies and do not  
22 improperly grant preferential treatment to any individual member of the Certified  
23 Settlement Class.

24 3. The Court approves the proposed manner of the notice of Settlement set  
25 forth in the Agreement. The Court also approves the size and contents of the Notice of  
26 Proposed Class Action Settlement.

27 4. The Court finds that the proposed manner of the notice of Settlement set  
28 forth in the Agreement (and the Notice of Proposed Class Action Settlement referenced

1 therein and which the Court approves of, as set forth in paragraph 3, above) constitutes  
2 the best notice practicable under the circumstances and is in full compliance with the  
3 United States Constitution and the requirements of due process. The Court further finds  
4 that the notice fully and accurately informs the Certified Settlement Class of all material  
5 elements of the lawsuit and proposed class action Settlement, and each Certified  
6 Settlement Class Member's right and opportunity to object to the proposed class action  
7 Settlement and be heard at the final approval (fairness) hearing.

8 5. The proposed plan for mailing the Notice of Proposed Class Action  
9 Settlement and Claim Form by first-class mail to the Certified Settlement Class  
10 Members' last-known address is an appropriate method, reasonably designed to reach  
11 all individuals who would be bound by the Settlement. There is no alternative method  
12 of sending the Notice to the Certified Settlement Class that would be more practicable,  
13 and any more reasonably likely to notify the Class Members. The proposed Notice of  
14 Proposed Class Action Settlement and the notice plan set forth in the Settlement are the  
15 best practicable notice under the facts and circumstances of this case.

16 6. The Parties are ordered to carry out the Settlement according to the terms  
17 of the Settlement Agreement.

18 7. The Court appoints \_\_\_Phoenix\_\_\_ Class Action Administrations\_\_\_ as  
19 the Settlement Administrator. Promptly following entry of this order, the Settlement  
20 Administrator will prepare a final version of the Notice of Proposed Class Action  
21 Settlement and Claim Form, incorporating into it the relevant dates and deadlines set  
22 forth in this Order and the Settlement Agreement and will commence the notice  
23 process in accordance with the scheduling set forth herein.

24 8. The deadline for filing objections to the Settlement shall be  
25 \_\_\_September 25\_\_\_, 2020, which is forty-five (45) days from the mailing of the  
26 Notice of Settlement, in conformity with the Settlement Agreement and this Order.

27 9. Any Certified Settlement Class Member who desires to object to the  
28 Settlement must file with the Court, not later than \_\_\_October 30\_\_\_, 2020 (the

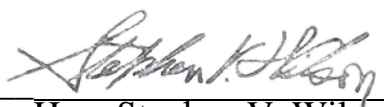
1 Deadline”), a written statement objecting to the Settlement and setting forth the grounds  
2 for the objection. The written statement of objection must indicate whether the Certified  
3 Settlement Class Member intends to appear and object to the Settlement at the Final  
4 Approval Hearing, and the failure to so indicate will constitute a waiver of the right to  
5 appear at the Final Approval Hearing. A Certified Settlement Class Member who does  
6 not timely file an objection in the manner and by the Objection Deadline specified above  
7 will be deemed to have waived all objections and will be foreclosed from making any  
8 objections to the Settlement, whether by appeal or otherwise.

9 10. Class Counsel’s motion for an award of attorney’s fees and costs and the  
10 Class Representatives’ motion for a service enhancement shall be filed no later than  
11 fourteen (14) calendar days before the final approval (i.e. “final fairness”) hearing.

12 11. The Court will hold a final approval hearing on November  
13 16, 2020, at 1:30 p.m. ~~xxx~~ in Courtroom 10A, to consider the  
14 fairness, reasonableness and adequacy of the proposed Settlement as well as the  
15 award of attorney’s fees and costs to Class Counsel and incentive (service) awards to  
16 the Class Representative. The Court reserves the right to adjourn or continue the final  
17 approval (fairness) hearing without further notice to the Settlement Class members.

18  
19 **IT IS SO ORDERED.**

20 Dated: July 22, 2020

  
\_\_\_\_\_  
Hon. Stephen V. Wilson  
United States District Court Judge

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