

United States District Court
Northern District of California

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

CHRISTINE CRUMP,
Plaintiff,

v.

HYATT CORPORATION,
Defendant.

Case No. [20-cv-00295-HSG](#)

**ORDER GRANTING MOTION FOR
PRELIMINARY APPROVAL**

Re: Dkt. No. 59

Pending before the Court is Plaintiff’s unopposed motion for preliminary approval of class action settlement. *See* Dkt. No. 59. The Court held a hearing on the motion. For the reasons detailed below, the Court **GRANTS** the motion.

I. BACKGROUND

A. Factual Allegations

Plaintiff Christine Crump was employed as a Line Cook at Hyatt House in Emeryville, California from approximately January to June 2019. *See* Dkt. No. 59-2 at ¶¶ 2–3; Dkt. No. 59-1, Ex. C (“SAC”) at ¶¶ 24–25.¹ Plaintiff contends that Defendant had a timekeeping policy that rounded hourly employees’ time to the nearest hour, as opposed to paying them for every minute they were working. *See* SAC at ¶ 31. She further alleges that as a result, Defendant failed to pay overtime and minimum wage; timely pay all wages upon termination; and keep accurate payroll records. *See id.* at ¶¶ 32–46.

//

//

¹ As part of the settlement agreement, detailed below, the parties agreed to file a second amended complaint to conform with the scope of the release. *See* Dkt. No. 59-1, Ex. 1 (“SA”) at § 2.6.

1 **B. Settlement Agreement**

2 In July 2021, the parties participated in a full-day mediation with mediator Paul Grossman.
3 Dkt. No. 59 at 4. The parties ultimately entered into a settlement agreement, fully executed in
4 February 2022. The key terms are as follows:

5 Class Definition: The Settlement Class is defined as “all current and former non-exempt,
6 hourly employees working for Defendant in California at any time between December 6, 2015
7 through June 9, 2019.” SA § 1.3.

8 Settlement Benefits: Defendant will make a \$990,000 non-reversionary payment. SA
9 §§ 1.16, 5.1, 5.6. Defendant shall make this payment in two tranches: the first 50% shall be paid
10 ten days after judgment has been entered, and the remaining 50% will be paid six months later. *Id.*
11 at §§ 1.13, 5.1.

12 The parties propose that \$50,000 of this gross settlement fund be allocated to the PAGA
13 claim as civil penalties. *See* SA §§ 1.19, 5.5. Of this PAGA Payment, \$37,500 will be paid to the
14 California Labor and Workforce Development Agency (“LWDA”) and \$12,500 will be distributed
15 pro rata to class members. *Id.* at § 5.5; *see also* Cal. Lab. Code § 2699(i) (providing that penalties
16 under PAGA are split 75% to LWDA and 25% to aggrieved employees). The gross settlement
17 fund also includes Court-approved attorneys’ fees and costs, settlement administration fees, the
18 employees’ share of payroll taxes, any incentive payment to Plaintiff as class representative, and
19 payments to class members. SA § 1.16. The cash payments to the class will be based on the
20 number of weeks each class member worked during the relevant class period. *Id.* at §§ 5.6, 5.6.1.

21 Release: All Settlement Class Members will release Defendant and its subsidiaries,
22 including Select Hotels Group LLC:

23
24 of and from any and all claims, rights, demands, charges, complaints,
25 causes of action, obligations, or liability of any and every kind
26 between December 6, 2015 and the date of Preliminary Approval of
27 the Settlement, for any and all claims asserted or that could have been
28 asserted based on the facts and theory that Defendant or any of the
Released Parties maintained a timekeeping system that unlawfully
rounded time as alleged in the Second Amended Complaint in the
Action, including those for: (1) all claims for alleged failure to pay
minimum, straight time, overtime, or double time wages, wages or
damages under the FLSA, California law, or common law, based on

1 a theory that Defendant or any of the Released Parties maintained a
 2 timekeeping system that unlawfully rounded time; (2) failure to pay
 3 final wages due at separation or upon termination; (3) failure to timely
 4 pay wages during employment; (4) failure to provide accurate and
 5 itemized wage statements; (5) failure to keep requisite payroll
 6 records; (6) claims brought under Business & Professions Code
 7 section 17200 *et seq.* including, but not limited to, all claims for
 8 unfair, unlawful and harmful conduct to class members, the general
 9 public and Defendant's competitors and claims of unlawfully gaining
 10 an unfair advantage over other businesses based on the facts and
 11 allegations contained in the Second Amended Complaint; (7) PAGA
 12 claims for civil penalties due to any Labor Code violations by
 13 Defendant arising out of or related to events alleged in the Second
 14 Amended Complaint including, but not limited to, Labor Code
 15 sections 201, 202, 203, 204, 226, 226.3, 510, 1174, 1194, 1197,
 16 1197.1, and 1198; and California Industrial Welfare Commission
 17 Wage Orders; (8) penalties of any nature; (9) interest; (10) liquidated
 18 damages; (11) attorneys' fees; (12) costs; and (13) any other claims
 19 arising out of or related to the Second Amended Complaint filed in
 20 the Action through final approval of the Settlement. This Settlement,
 21 Settlement Agreement, and the definition of Released Claims
 22 expressly exclude all claims pled in *Hartstein v. Hyatt Corporation*,
 23 Case No. 2:20-cv-04874-DSF-JPR and *Insixiengmay v. Hyatt*
 24 *Corporation, et al.*, Case No. 2:18-cv-02993-TLN-DB.

25 *See* SA at §§ 1.26, 1.27, 6.1.

26 The first checks distributed to class members will also include the following language:

27 My signature or cashing of this check constitutes a full and complete
 28 release of Hyatt Corporation, and all of their current or former
 subsidiary or affiliated entities, and their current or former officers,
 directors, and employees, for any and all claims asserted or that could
 have been asserted based on the facts alleged in the operative Second
 Amended Complaint in the lawsuit entitled *Crump v. Hyatt*
Corporation, et al. pending in the United States District Court,
 Northern District of California, designated as Case No. 4:20-cv-
 00295-HSG, arising during my employment at any time between
 December 6, 2015 and the date of the Preliminary Approval Order of
 the Settlement of the lawsuit.

Id. at § 5.7.1.

Incentive Award: The named Plaintiff may apply for an incentive award of no more than
 \$10,000. SA § 5.3.

Attorneys' Fees and Costs: Class Counsel will file an application for attorneys' fees not to
 exceed 35% of the Gross Settlement Amount, or \$346,500, and costs not to exceed \$100,000. SA
 § 5.2.

1 Opt-Out Procedure: The deadline for a class member to submit a request for exclusion or
 2 to object to the Settlement is 30 days after the initial mailing date of the notice. SA §§ 4.2.1.
 3 Defendant retains the right to withdraw from the settlement agreement if 5% or more of the class
 4 members opt out. *See id.* at § 4.2.3.

5 **II. PROVISIONAL CLASS CERTIFICATION**

6 The plaintiff bears the burden of showing by a preponderance of the evidence that class
 7 certification is appropriate under Federal Rule of Civil Procedure 23. *Wal-Mart Stores, Inc. v.*
 8 *Dukes*, 564 U.S. 338, 350–51 (2011). Class certification is a two-step process. *First*, a plaintiff
 9 must establish that each of the four requirements of Rule 23(a) is met: numerosity, commonality,
 10 typicality, and adequacy of representation. *Id.* at 349. *Second*, it must establish that at least one of
 11 the bases for certification under Rule 23(b) is met. Where, as here, a plaintiff seeks to certify a
 12 class under Rule 23(b)(3), it must show that “questions of law or fact common to class members
 13 predominate over any questions affecting only individual members, and that a class action is
 14 superior to other available methods for fairly and efficiently adjudicating the controversy.” Fed.
 15 R. Civ. P. 23(b)(3).

16 “The criteria for class certification are applied differently in litigation classes and
 17 settlement classes.” *In re Hyundai & Kia Fuel Econ. Litig.*, 926 F.3d 539, 556 (9th Cir. 2019)
 18 (“*Hyundai IP*”). When deciding whether to certify a litigation class, a district court must consider
 19 manageability at trial. *Id.* However, this concern is not present in certifying a settlement class.
 20 *Id.* at 556–57. In deciding whether to certify a settlement class, a district court “must give
 21 heightened attention to the definition of the class or subclasses.” *Id.* at 557.

22 **A. Rule 23(a) Certification**

23 The Court finds that all the requirements of Rule 23(a) are met:

- 24 • **Numerosity.** Joinder of the thousands of estimated class members would be
 25 impracticable. *See* Dkt. No. 59 at 18 (estimating 15,900 hourly-paid, non-exempt
 26 employees at Hyatt in California).
- 27 • **Commonality.** Common questions of law and fact include the propriety of
 28 Defendant’s rounding policy. *See* Dkt. No. 59 at 18–19.

- 1 • **Typicality.** Plaintiff's claims are both factually and legally similar to those of the
- 2 putative class because Defendant allegedly applied its rounding policy to Plaintiff
- 3 and all class members. *See* Dkt. No. 59 at 18.
- 4 • **Adequacy of Representation.** The Court is unaware of any actual conflicts of
- 5 interest in this matter and no evidence in the record suggests that either Plaintiff or
- 6 counsel have a conflict with other class members. Plaintiff's counsel has been
- 7 appointed class counsel in numerous federal and state class actions. Dkt. No. 59-1,
- 8 Ex. 2. The Court finds that proposed class counsel and Plaintiff have prosecuted
- 9 this action vigorously on behalf of the class to date, and will continue to do so.

10 **B. Rule 23(b)(3) Certification**

11 The Court also finds that the predominance and superiority requirements of Rule 23(b)(3)

12 are met:

- 13 • **Predominance.** The Court concludes that for purposes of settlement, common
- 14 questions predominate here because under Plaintiff's allegations Defendant's wage
- 15 and hour policies were uniform and violated California law. Although the class
- 16 members will need to rely upon individual evidence to some extent to calculate
- 17 their individual damages, the "mere fact that there might be differences in damage
- 18 calculations is not sufficient to defeat class certification." *Hyundai II*, 926 F.3d at
- 19 560 (quotations omitted).
- 20 • **Superiority.** A class action enables the most efficient use of Court and attorney
- 21 resources and reduces costs to the class members by allocating costs among them.
- 22 Further, this forum is appropriate, and there are no obvious difficulties in managing
- 23 this class action.

24 **C. Class Representative and Class Counsel**

25 Because the Court finds that Plaintiff meets the commonality, typicality, and adequacy

26 requirements of Rule 23(a), the Court appoints Plaintiff as class representative. When a court

27 certifies a class, it must also appoint class counsel. Fed. R. Civ. P. 23(c)(1)(B). Counsel have

28 investigated and litigated this case throughout its existence and have submitted declarations

1 detailing their expertise in representing plaintiffs in class action suits, especially wage and hour
2 class actions. *See* Dkt. No. 59-1, Ex. 2. Accordingly, the Court appoints Parris Law Firm as Class
3 Counsel. *See* Fed. R. Civ. P. 23(g)(1)(A) (listing factors courts must consider when appointing
4 class counsel).

5 **III. PRELIMINARY SETTLEMENT APPROVAL**

6 Finding that provisional class certification is appropriate, the Court considers whether it
7 should preliminarily approve the parties' class action settlement.

8 **A. Legal Standard**

9 Federal Rule of Civil Procedure 23(e) provides that “[t]he claims, issues, or defenses of a
10 certified class—or a class proposed to be certified for purposes of settlement—may be settled . . .
11 only with the court’s approval.” Fed. R. Civ. P. 23(e). “The purpose of Rule 23(e) is to protect
12 the unnamed members of the class from unjust or unfair settlements affecting their rights.” *In re*
13 *Syncor ERISA Litig.*, 516 F.3d 1095, 1100 (9th Cir. 2008). Accordingly, before a district court
14 approves a class action settlement, it must conclude that the settlement is “fundamentally fair,
15 adequate and reasonable.” *In re Heritage Bond Litig.*, 546 F.3d 667, 674–75 (9th Cir. 2008).

16 Where the parties reach a class action settlement prior to class certification, district courts
17 apply “a higher standard of fairness and a more probing inquiry than may normally be required
18 under Rule 23(e).” *Dennis v. Kellogg Co.*, 697 F.3d 858, 864 (9th Cir. 2012) (quotations omitted).
19 Such settlement agreements ““must withstand an even higher level of scrutiny for evidence of
20 collusion or other conflicts of interest than is ordinarily required under Rule 23(e) before securing
21 the court’s approval as fair.”” *Roes, 1-2 v. SFBSC Mgmt., LLC*, 944 F.3d 1035, 1048–49 (9th Cir.
22 2019) (quoting *In re Bluetooth Headset Prods. Liab. Litig.*, 654 F.3d 935, 946 (9th Cir. 2011)). A
23 more “exacting review is warranted to ensure that class representatives and their counsel do not
24 secure a disproportionate benefit at the expense of the unnamed plaintiffs who class counsel had a
25 duty to represent.” *Id.* (quotations omitted).

26 Courts may preliminarily approve a settlement and notice plan to the class if the proposed
27 settlement: (1) appears to be the product of serious, informed, non-collusive negotiations; (2) does
28 not grant improper preferential treatment to class representatives or other segments of the class;

1 (3) falls within the range of possible approval; and (4) has no obvious deficiencies. *In re Lenovo*
2 *Adware Litig.*, No. 15-MD-02624-HSG, 2018 WL 6099948, at *7 (N.D. Cal. Nov. 21, 2018)
3 (citation omitted). Courts lack the authority, however, to “delete, modify or substitute certain
4 provisions. The settlement must stand or fall in its entirety.” *Hanlon*, 150 F.3d at 1026.

5 **B. Analysis**

6 **i. Evidence of Conflicts and Signs of Collusion**

7 The first factor the Court considers is whether there is evidence of collusion or other
8 conflicts of interest. *See Roes*, 944 F.3d at 1049. The Ninth Circuit has directed district courts to
9 look for “subtle signs of collusion,” which include whether counsel will receive a disproportionate
10 distribution of the settlement, whether the parties negotiate a “‘clear sailing’ arrangement (*i.e.*, an
11 arrangement where defendant will not object to a certain fee request by class counsel),” and
12 whether the parties agree to a reverter that returns unclaimed funds to the defendant. *Id.*

13 Here, the proposed settlement is non-reversionary. Checks that remain undeliverable or
14 uncashed after 180 days will be sent to the California State Controller’s Office to be held as
15 “Unclaimed Property” in the name of the class member. *See SA* § 5.9.2. Each class member who
16 has not cashed either their first or second check will receive a postcard informing them of the
17 website where they can request their uncashed funds to be mailed to them. *See Dkt. No. 63* at ¶ 5.
18 As the parties explained during the preliminary approval hearing, this structure is designed to
19 optimize class members’ opportunity to obtain their share of the settlement fund, rather than
20 sending uncashed checks to a *cy pres* recipient.

21 However, the Settlement Agreement contains a clear sailing arrangement, which states that
22 Defendant will not oppose Plaintiff’s motion for attorneys’ fees and costs so long as the amount
23 requested does not exceed 35% of the Gross Settlement amount, or \$346,500. *SA* at § 5.2. The
24 Ninth Circuit has noted that clear sailing arrangements are “important warning signs of collusion,”
25 because “[t]he very existence of a clear sailing provision increases the likelihood that class
26 counsel will have bargained away something of value to the class.” *Roes*, 944 F.3d at 1051
27 (quoting *In re Bluetooth*, 654 F.3d at 948). Accordingly, when confronted with a clear sailing
28 provision, the district court has a heightened duty to “scrutinize closely the relationship between

1 attorneys' fees and benefit to the class, being careful to avoid awarding 'unreasonably high' fees
2 simply because they are uncontested." *Id.* (quotations omitted).

3 When deciding to award attorney's fees and costs, the Court has discretion in a common
4 fund case to choose either (1) the lodestar method or (2) the percentage-of-the-fund. *Vizcaino v.*
5 *Microsoft Corp.*, 290 F.3d 1043, 1047 (9th Cir. 2002). Under the percentage-of-recovery method,
6 twenty-five percent of a common fund is the benchmark for attorneys' fees award. *See, e.g., In re*
7 *Bluetooth Headset*, 654 F.3d at 942 ("[C]ourts typically calculate 25% of the fund as the
8 'benchmark' for a reasonable fee award, providing adequate explanation in the record of any
9 'special circumstances' justifying a departure."). Even if the Court were to award 35% in
10 attorneys' fees, however, the majority of the monetary settlement will still be distributed to class
11 members. *See* Dkt. No. 59 at 2 (calculating that after deducting fees, costs, and incentive
12 payments, \$411,000 will be available to pay settlement class members). But in any event, the
13 Court is cognizant of its obligations to review class fee awards with particular rigor, and at the
14 final approval stage will carefully scrutinize the circumstances and determine what attorneys' fee
15 awards is appropriate in this case. At this stage, the Court does not find that the clear sailing
16 provision weighs against preliminary approval.²

17 **ii. Preferential Treatment**

18 The Court next considers whether the settlement agreement provides preferential treatment
19 to any class member. The Ninth Circuit has instructed that district courts must be "particularly
20 vigilant" for signs that counsel have allowed the "self-interests" of "certain class members to
21 infect negotiations." *In re Bluetooth*, 654 F.3d at 947. For that reason, courts in this district have
22 consistently stated that preliminary approval of a class action settlement is inappropriate where the
23 proposed agreement "improperly grant[s] preferential treatment to class representatives." *Lenovo*,
24 2018 WL 6099948, at *8 (quotations omitted).

25 Although the settlement agreement authorizes Plaintiff to seek an incentive award of no

26 _____
27 ² Plaintiff's counsel argues at length that it is entitled to attorneys' fees in the amount of 35% of
28 the settlement fund, *see* Dkt. No. 59 at 12–17, but the Court need not—and does not—decide that
issue now. Preliminary approval of the settlement does not constitute an endorsement or pre-
approval of any future fees request, which will be considered at the final fairness hearing.

1 more than \$10,000 for her role in this lawsuit, *see* SA § 5.3, the Court will ultimately determine
 2 whether she is entitled to such an award and the reasonableness of the amount requested.
 3 Incentive awards “are intended to compensate class representatives for work done on behalf of the
 4 class, to make up for financial or reputational risk undertaken in bringing the action.” *Rodriguez*
 5 *v. West Publ’g Corp.*, 563 F.3d 948, 958–59 (9th Cir. 2009). Plaintiff must provide sufficient
 6 evidence to allow the Court to evaluate her award “individually, using ‘relevant factors includ[ing]
 7 the actions the plaintiff has taken to protect the interests of the class, the degree to which the class
 8 has benefitted from those actions, . . . [and] the amount of time and effort the plaintiff expended in
 9 pursuing the litigation’” *Stanton v. Boeing Co.*, 327 F.3d 938, 977 (9th Cir. 2003). The
 10 Court will consider the evidence presented at the final fairness hearing and evaluate the
 11 reasonableness of any incentive award request. Nevertheless, because incentive awards are not
 12 per se unreasonable, the Court finds that this factor weighs in favor of preliminary approval. *See*
 13 *Rodriguez*, 563 F.3d at 958 (finding that “[i]ncentive awards are fairly typical in class action
 14 cases” and “are discretionary” (emphasis omitted)).

15 **iii. Settlement within Range of Possible Approval**

16 The third factor the Court considers is whether the settlement is within the range of
 17 possible approval. To evaluate whether the settlement amount is adequate, “courts primarily
 18 consider plaintiffs’ expected recovery balanced against the value of the settlement offer.” *Lenovo*,
 19 2018 WL 6099948, at *8. This requires the Court to evaluate the strength of Plaintiffs’ case.

20 Here, the total settlement amount constitutes approximately 76% of what Class Counsel
 21 estimates to be the realistic recovery at trial. *See* Dkt. No. 59 at 9; *see also* Dkt. No. 59-1 at ¶ 8.
 22 Plaintiff acknowledges that she would face substantial risk in continuing to litigate this case, such
 23 as certifying the class and prevailing at trial and through the appeals process. *See* Dkt. No. 59 at
 24 5–7, 9. The Court finds that the settlement amount, given these risks, weighs in favor of granting
 25 preliminary approval.

26 **iv. Obvious Deficiencies**

27 The Court also considers is whether there are obvious deficiencies in the settlement
 28 agreement. The Court finds no obvious deficiencies, and therefore finds that this factor weighs in

1 favor of preliminary approval.

2 * * *

3 Having weighed the relevant factors, the Court preliminarily finds that the settlement
4 agreement is fair, reasonable, and adequate, and **GRANTS** preliminary approval. The Court
5 **DIRECTS** the parties to include both a joint proposed order and a joint proposed judgment when
6 submitting their motion for final approval.

7 **IV. PROPOSED CLASS NOTICE PLAN**

8 For Rule 23(b)(3) class actions, “the court must direct notice to the class members the best
9 notice that is practicable under the circumstances, including individual notice to all members who
10 can be identified through reasonable effort.” Fed. R. Civ. P. 23(c)(2)(B). Individual notice must
11 be sent to all class members “whose names and addresses may be ascertained through reasonable
12 effort.” *Eisen v. Carlisle & Jacquelin*, 417 U.S. 156, 173 (1974). District courts have “broad
13 power and discretion vested in them by [Rule 23]” in determining the contours of appropriate class
14 notice. *See Reiter v. Sonotone Corp.*, 442 U.S. 330, 345 (1979).

15 With respect to the content of the notice itself, the notice must clearly and concisely state
16 in plain, easily understood language:

- 17 (i) the nature of the action;
18 (ii) the definition of the class certified;
19 (iii) the class claims, issues, or defenses;
20 (iv) that a class member may enter an appearance through an attorney if
the member so desires;
21 (v) that the court will exclude from the class any member who requests
exclusion;
22 (vi) the time and manner for requesting exclusion; and
23 (vii) the binding effect of a class judgment on members[.]

24 Fed. R. Civ. P. 23(c)(2)(B).

25 The parties have agreed that a third-party settlement administrator will send class notice
26 via first-class U.S. mail to each class member at their last known address, as provided by
27 Defendant and updated by the administrator as appropriate. SA § 3.4. Any letters returned as
28 undeliverable will be sent to any updated address provided with the returned mail. *Id.* at § 3.4.1.
If no forwarding address is provided, the settlement administrator will attempt to determine the
correct address using the National Change of Address Database. *Id.* The Court finds that the

1 proposed notice process is “reasonably calculated, under all the circumstances, to apprise all class
2 members of the proposed settlement.” *Roes*, 944 F.3d at 1045 (quotation omitted).

3 As to the substance of the notice, the parties have attached a copy of their proposed class
4 notice to the Settlement Agreement. *See* Dkt. No. 63, Ex. 1. The notice packets will include
5 individualized estimates of the number of weeks worked for each class member. *See id.* The
6 notice also explains how to opt out of or object to the Settlement Agreement. *Id.*

7 The notice also informs class members that Class Counsel will file a motion with the Court
8 for attorneys’ fees, as well as reimbursement of litigation costs and expenses advanced by Class
9 Counsel. *Id.* It also provides that Plaintiff may request up to \$10,000 for her services as Class
10 Representative. *Id.*

11 To enable class members to review the motion for attorneys’ fees and the motion for
12 incentive award, Class Counsel shall include language in the settlement notice: (1) indicating the
13 deadline for filing the attorneys’ fees motion and request for Plaintiff’s incentive award;
14 (2) specifically stating the deadline for any class member objections to these motions; and
15 (3) informing class members how to access the motion and supporting materials. *See In re*
16 *Mercury Interactive Corp. Sec. Litig.*, 618 F.3d 988, 993–94 (9th Cir. 2010) (holding that under
17 Rule 23(h), class members must be given a full and fair opportunity to examine and object to
18 attorneys’ fees motion).

19 The Court therefore finds that with these changes, the content of the proposed notice
20 provides sufficient information about the case and thus conforms with due process requirements.
21 *See Hyundai II*, 926 F.3d at 567 (“Notice is satisfactory if it generally describes the terms of the
22 settlement in sufficient detail to alert those with adverse viewpoints to investigate and to come
23 forward and be heard.” (quotation omitted)).

24 V. CONCLUSION

25 The Court **GRANTS** the motion for preliminary approval. The parties are **DIRECTED** to
26 meet and confer and stipulate to a schedule of dates for each event listed below, which shall be
27 submitted to the Court within seven days of the date of this Order:
28

United States District Court
Northern District of California


1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

Event	Date
Deadline for Settlement Administrator to mail notice to all putative Class Members	
Filing deadline for attorneys' fees and costs motion	
Filing deadline for incentive payment motion	
Deadline for Class Members to opt-out or object to settlement and/or application for attorneys' fees and costs and incentive payment, at least 45 days after the filing of the motion for attorneys' fees and incentive payments	
Filing deadline for final approval motion	
Final fairness hearing and hearing on motions	

The parties are further **DIRECTED** to implement the proposed class notice plan with the edits identified above.

IT IS SO ORDERED.

Dated: 6/17/2022


HAYWOOD S. GILLIAM, JR.
United States District Judge