

1 costs to any party (except as set forth in this Settlement), except for claims to  
2 enforce the Settlement. (§38)

3     ○ "Released Claims" means any and all claims, complaints, causes of  
4     action, allegations of liability, damages, restitution, interest, demands or  
5     rights, that reasonably arise out of or relate to the facts, events,  
6     transactions or circumstances that were alleged against Allianz Life in the  
7     Complaint or pursued in the Action, under any legal theory or construct  
8     including a request for declaratory relief. Released Claims includes any  
9     future claims, complaints, causes of action, allegations of liability,  
10    damages, restitution, interest, demands or rights, that that may accrue  
11    upon a surrender or annuitization of an Active Deferred Settlement  
12    Annuity occurring after the Annuity Status Date if they reasonably arise  
13    out of or relate to the facts, events, transactions or circumstances that  
14    were alleged against Allianz Life in the Complaint or pursued in the  
15    Action, under any legal theory or construct, including a request for  
16    declaratory relief. Released Claims include but are not limited to any of  
17    the following subject matters, all of which were alleged and pursued in  
18    the Action (§17.nn):

19         ■ The disclosure, nondisclosure or defective disclosure of  
20         , information required by the California Insurance Code, including  
21         but not limited to Cal. Ins. Code § 10127.13, relating to surrender  
22         charges or penalties, prior to or in connection with the sale,  
23         issuance, or delivery of a Settlement Annuity.

24         ■ The amount or disclosure, nondisclosure or defective disclosure, or  
25         calculation of any claimed charge, fee, penalty, or reduction,

1 including an alleged loss of a bonus, associated with the partial or  
2 full surrender of a Settlement Annuity, or with the election by a  
3 Beneficiary of a Settlement Annuity to take the Death Benefit in  
4 the form of a lump sum payment, including but not limited to  
5 claims based on Cal. Civ. Code §§ 1442 and 1671;

- 6 ■ The amount or disclosure, nondisclosure or defective disclosure of  
7 any claimed charge, fee, penalty or reduction associated with  
8 Allianz Life's determination or calculation of annuitization  
9 payments in excess of the minimum payments guaranteed under  
10 each Settlement Annuity;
- 11 ■ Allianz Life's alleged failure to provide, or calculation of, a bonus  
12 credit to the Annuitization Value or Cash Value of the Settlement  
13 Annuity, or the disclosure, nondisclosure or defective disclosure  
14 thereof; and/or
- 15 ■ Allianz Life's selection, declaration, determination or calculation  
16 of annuitization interest rates or purchase rates in connection with  
17 the annuitization of the Settlement Annuities.

18 ○ With respect to the Released Claims (¶40):

- 19 ■ Nothing shall preclude any action or proceeding to enforce the  
20 terms of the Agreement;
- 21 ■ No claims of any nature are released with respect to any annuity,  
22 or other contract or agreement, between the Class Representative  
23 or any Settlement Class Member and Defendant, or its  
24 predecessors, successors, or assigns, other than a Settlement  
25 Annuity;

- 1                   ▪ Class Representatives and the Settlement Class members shall  
2                   continue to have all rights under their Settlement Annuity, except  
3                   to the extent it is changed or modified by the Settlement and  
4                   Agreement.
- 5           ○ The Release is, and may be raised, as a complete defense to and precludes  
6           any claim, action, or proceeding encompassed by the Release against the  
7           Allianz Life Releasees herein. (§42)
- 8   • "Released Parties" means Allianz Life and its Related Parties. (§17.mm)
- 9           ○ "Related Parties" means a party's or Settlement Class Member's current,  
10           former, and future spouses, estates, heirs, assigns, beneficiaries,  
11           executors, administrators, trusts, trustees, predecessors, successors, parent  
12           organizations, subsidiaries, affiliates, partners, joint venturers, officers,  
13           directors, shareholders, employees, members, managers, trustees, agents,  
14           appointed agents, representatives, attorneys, and any persons designated  
15           as annuitants under a Settlement Annuity. (§17.11)
- 16   • The named Plaintiffs will also provide a general release (§39)
- 17           ○ Upon full funding, the Agreement forever discharges the Defendant  
18           Releasees from any claims or liabilities and permanently bars and enjoins  
19           (§70.h):
- 20                   ▪ Plaintiffs and their Related Parties from filing, commencing,  
21                   prosecuting, maintaining, intervening in, participating in,  
22                   conducting, or continuing litigation as class members or otherwise,  
23                   or from receiving any benefits from any lawsuit, administrative,  
24                   arbitration, remediation or regulatory proceeding or order, or other  
25

1 legal proceeding in any jurisdiction, in accordance with the  
2 provisions of Section IV;

- 3 ■ Plaintiffs and their Related Parties, and all persons in active  
4 concert or participation with them, from filing, commencing, or  
5 prosecuting a lawsuit, arbitration, remediation or other legal  
6 proceeding as a class action, a separate class, or group for purposes  
7 of pursuing a putative class action (including by seeking to amend  
8 a pending complaint to include class allegations or by seeking class  
9 certification in a pending action in any jurisdiction) on behalf of  
10 Plaintiffs, arising out of, based on, or relating to the Released  
11 Claims.

- 12 • The releases are effective as of the date that Defendant pays the last portion of  
13 the Gross Settlement Amount into the Settlement Fund (§70.h), which should  
14 occur within 30 days after the Effective Date (§24).

### 16 III. ANALYSIS OF SETTLEMENT AGREEMENT

17 “Before final approval, the court must conduct an inquiry into the fairness of the  
18 proposed settlement.” Cal. Rules of Court, rule 3.769(g). “If the court approves the  
19 settlement agreement after the final approval hearing, the court must make and enter  
20 judgment. The judgment must include a provision for the retention of the court's  
21 jurisdiction over the parties to enforce the terms of the judgment. The court may not  
22 enter an order dismissing the action at the same time as, or after, entry of judgment.”  
23 Cal. Rules of Court, rule 3.769(h).

24 As discussed more fully in the Order conditionally approving the settlement, “[i]n  
25 a class action lawsuit, the court undertakes the responsibility to assess fairness in order to

1 prevent fraud, collusion or unfairness to the class, the settlement or dismissal of a class  
2 action. The purpose of the requirement [of court review] is the protection of those class  
3 members, including the named plaintiffs, whose rights may not have been given due  
4 regard by the negotiating parties.” See *Consumer Advocacy Group, Inc. v. Kintetsu*  
5 *Enterprises of America* (2006) 141 Cal. App.4th 46, 60 [internal quotation marks  
6 omitted]; see also *Wershba v. Apple Computer, Inc.* (2001) 91 Cal.App.4th 224, 245  
7 (“*Wershba*”), disapproved on another ground in *Hernandez v. Restoration Hardware*  
8 (2018) 4 Cal.5th 260 [Court needs to “scrutinize the proposed settlement agreement to the  
9 extent necessary to reach a reasoned judgment that the agreement is not the product of  
10 fraud or overreaching by, or collusion between, the negotiating parties, and that the  
11 settlement, taken as a whole, is fair, reasonable and adequate to all concerned.”] [internal  
12 quotation marks omitted].

13 “The burden is on the proponent of the settlement to show that it is fair and  
14 reasonable. However ‘a presumption of fairness exists where: (1) the settlement is  
15 reached through arm's-length bargaining; (2) investigation and discovery are sufficient to  
16 allow counsel and the court to act intelligently; (3) counsel is experienced in similar  
17 litigation; and (4) the percentage of objectors is small.’” See *Wershba, supra*, 91  
18 Cal.App.4th at pg. 245, citing *Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794,  
19 1802. Notwithstanding an initial presumption of fairness, “the court should not give  
20 rubber-stamp approval.” See *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th  
21 116, 130. “Rather, to protect the interests of absent class members, the court must  
22 independently and objectively analyze the evidence and circumstances before it in order  
23 to determine whether the settlement is in the best interests of those whose claims will be  
24 extinguished.” *Ibid.*, citing 4 Newberg on Class Actions (4th ed. 2002) § 11:41, p. 90. In  
25 that determination, the court should consider factors such as “the strength of plaintiffs’

1 case, the risk, expense, complexity and likely duration of further litigation, the risk of  
2 maintaining class action status through trial, the amount offered in settlement, the extent  
3 of discovery completed and stage of the proceedings, the experience and views of  
4 counsel, the presence of a governmental participant, and the reaction of the class  
5 members to the proposed settlement.” *Id.* at 128. This “list of factors is not exclusive and  
6 the court is free to engage in a balancing and weighing of factors depending on the  
7 circumstances of each case.” *Wershba, supra*, 91 Cal.App.4th at pg. 245.)

8 **A. A PRESUMPTION OF FAIRNESS EXISTS**

9 The Court preliminarily found in its Order of July 8, 2022 that the presumption of  
10 fairness should be applied. No facts have come to the Court’s attention that would alter  
11 that preliminary conclusion. Accordingly, the settlement is entitled to a presumption of  
12 fairness as set forth in the preliminary approval order.

13 **B. THE SETTLEMENT IS FAIR, ADEQUATE, AND REASONABLE**

14 The settlement was preliminarily found to be fair, adequate and reasonable.  
15 Notice has now been given to the Class. The notice process resulted in the following:

16 Number of Settlement Class Members: 25,700

17 Number of Settlement Class Members entitled to receive a distribution  
18 from the Net Settlement Fund: 10,280

19 Number of Settlement Class Members with policies in deferral: 15,420

20 Number of notices mailed: 25,700

21 Number of undeliverable notices: 67

22 Number of opt-outs: 24

23 Number of objections: 1

24 Number of participating class members: 25,676

1 (Declaration of Alexander Thomas (“Thomas Decl.”) filed October 18, 2022, ¶¶2-11;  
2 Declaration of Alexander Thomas filed December 5, 2022, ¶¶2-5.)

3 Cynthia Crist objects on the basis that her settlement payment of \$98.76 “seems  
4 low” in comparison to the proposed class representative service awards of \$15,000 each  
5 for Plaintiffs Sanchez and Confino. In summary, she argues that the annuitized amount  
6 on her annuity, \$1,037 per month, is “so much less” than she expected after investing for  
7 12 years (2008 to 2020). She asserts that her settlement should be “equitable” to the  
8 class representatives’. (See Exhibit C to Thomas Decl. filed October 18, 2022.)

9 In response, representatives of Defendant and Lewis & Ellis, Inc., the actuarial  
10 consulting firm that prepared the mailing lists for the Settlement Administrator, each  
11 provide declarations showing that the objector’s settlement check was properly  
12 calculated in accordance with the distribution plan approved by the Court. (See MFA at  
13 11:22-12:19; see also Decl. of Laurie Jannsen ISO Final, Decl. of Terry Long ISO  
14 Final.)

15 The Court overrules the objection. To the extent the objection is based on a belief  
16 that the class member should be entitled to a higher recovery, it should be noted that  
17 settlements, “need not obtain 100 percent of the damages sought in order to be fair and  
18 reasonable,” and that even if the relief is substantially less than what would be available  
19 after a successful outcome, “this is no bar to a class settlement because ‘the public  
20 interest may indeed be served by a voluntary settlement in which each side gives ground  
21 in the interest of avoiding litigation.’” (*Wershba, supra*, 91 Cal.App.4th at 250, citing  
22 *Air Line Stewards, etc., Loc. 550 v. American Airlines, Inc.* (7th Cir. 1972) 455 F.2d 101,  
23 109.) Further, the objector had the opportunity to opt-out and seek individual redress if  
24 she did not find the amount conferred to be fair.

1 In addition, the objector seems to misunderstand the purpose of the proposed  
2 \$15,000 service awards to the class representatives. A service award is intended as  
3 compensation to induce a named plaintiff's participation in a lawsuit, if necessary, and  
4 the actual amount of the award is within the Court's discretion to decide at final  
5 approval, based on the plaintiff's contributions to the action as well as the risks incurred  
6 by serving as a class representative. The service award is separate and distinguishable  
7 from the relief provided to class members in exchange for their release of claims under  
8 the settlement.

9 Finally, the Court notes that out of a large class, the number of objections is  
10 minimal, reflecting the class's overwhelmingly positive response.

11 The Court finds that the notice was given as directed and conforms to due process  
12 requirements. Given the reactions of the Class Members to the proposed settlement and  
13 for the reasons set forth in the Preliminary Approval order, the settlement is found to be  
14 fair, adequate, and reasonable.

15 **C. CLASS CERTIFICATION IS PROPER**

16 For the reasons set forth in the preliminary approval order, certification of the  
17 Class for purposes of settlement is appropriate.

18 **D. ATTORNEY FEES AND COSTS**

19 Class Counsel requests \$6,616,666.67 (33 1/3%) for attorney fees and  
20 \$332,571.79 for costs. (Motion for Attorney Fees at 4:3-5, 10:11-13.)

21 Courts have an independent responsibility to review an attorney fee provision and  
22 award only what it determines is reasonable. *Garabedian v. Los Angeles Cellular*  
23 *Telephone Company* (2004) 118 Cal.App.4th 123, 128. A percentage calculation is  
24 permitted in common fund cases. *Laffitte v. Robert Half Int'l, Inc.* (2016) 1 Cal.5th 480,  
25 503.



1 In the instant case, fees are sought pursuant to the percentage method, as cross-  
2 checked by lodestar. (Motion for Attorney Fees at pp. 4-10.) The \$6,616,666.67 fee  
3 request is approximately one-third of the Gross Settlement Amount. The notice expressly  
4 advised class members of the fee request, and no one objected on that basis. (Thomas  
5 Decl. filed October 18, 2022, ¶9 and Exhibit A thereto.)

6 A lodestar is calculated by multiplying the number of hours reasonably expended  
7 by the reasonably hourly rate. *PLCM Group, Inc. v. Drexler* (2000) 22 Cal.4th 1084,  
8 1095-1096 (*PLCM*). “Generally, ‘[t]he lodestar is calculated using the reasonable rate  
9 for comparable legal services in *the local community* for noncontingent litigation of the  
10 same type, multiplied by the reasonable number of hours spent on the case.’ ”  
11 *Environmental Protection Information Center v. Dept. of Forestry & Fire Protection*  
12 (2010) 190 Cal.App.4th 217, 248, quoting *Nichols v. City of Taft* (2007) 155  
13 Cal.App.4th 1233, 1242-1243.

14 As to the reasonableness of the rate and hours charged, trial courts consider  
15 factors such as “the nature of the litigation, its difficulty, the amount involved, the skill  
16 required in its handling, the skill employed, the attention given, the success or failure,  
17 and other circumstances.” *PLCM, supra*, 22 Cal.4th at p. 1096. “The evidence should  
18 allow the court to consider whether the case was overstaffed, how much time the  
19 attorneys spent on particular claims, and whether the hours were reasonably expended.”  
20 *Christian Research Institute v. Alnor* (2008) 165 Cal.App.4th 1315, 1320.

21 Attorney Davis represents that the hourly rates of the Gianelli & Morris attorneys  
22 who worked on this matter range from \$675 to \$900 per hour, and were awarded by  
23 courts in other class actions that this counsel litigated against insurance providers. (Decl.  
24 of Joshua S. Davis ISO Attorney Fees, ¶¶40-43.) He represents that his firm spent  
25 3,945.35 hours on the action for a lodestar of \$2,995,612.50. (*Id.* at ¶48.)

1 In addition, attorney Marron represents that the hourly rates of the Law Offices of  
2 Ronald A. Marron attorneys who worked on this matter range from \$490 to \$815 per  
3 hour (with \$225 per hour for paralegals), and have been awarded by courts in other class  
4 actions. (Decl. of Ronald A. Marron ISO Attorneys' Fees, ¶¶ 9, 13.) He represents that  
5 his firm spent 531.6 hours on the action for a lodestar of \$343,033.50. (*Id.* at ¶48.)

6 Based on the representations of Class Counsel, the combined lodestar for  
7 4,476.95 hours of work between the two firms is \$3,338,646, implying a multiplier of  
8 1.98. Counsel contends that they devoted substantial time and effort to this action and  
9 litigated it for more than six years, which included a trial on Allianz's *res judicata*  
10 defense, the motion for class certification, and opposing two summary judgment  
11 motions, as well as the work done in discovery, which included the review of about  
12 40,480 pages of documents, taking the depositions of Defendant's employees and  
13 witnesses, defending the depositions of the Class Representatives, and consultation with  
14 experts regarding two-tiered annuities, Allianz's ESI, the Class data, damage modeling,  
15 class member damage calculations and settlement distribution. (Davis Decl. ISO  
16 Attorney Fees, ¶¶34-38.) Neither of the Class Counsel firms has provided its actual time  
17 records with this motion, stating they will be made available upon request and will be  
18 brought to the hearing on this Motion. (*Id.* at ¶33.) Without specific detail as to the  
19 tasks and hours undertaken on the case and why they were reasonably necessary, there  
20 can be no meaningful lodestar crosscheck.

21 The Ninth Circuit maintains a well-established "benchmark for an attorneys' fee  
22 award in a successful class action [as] twenty-five percent of the entire common  
23 fund." *Williams v. MGM-Pathe Commc'ns Co.*, 129 F.3d 1026, 1027 (9th Cir.  
24 1997). Those courts generally start with the 25% benchmark and adjust upward or  
25 downward depending on: the extent to which class counsel "achieved exceptional results

1 for the class," whether the case was risky for class counsel, whether counsel's  
2 performance "generated benefits beyond the cash settlement fund," the market rate for  
3 the particular field of law (in some circumstances), the burdens class counsel experience  
4 while litigating the case (e.g., cost, duration, foregoing other work), and whether the case  
5 was handled on a contingency basis." *In re Online DVD-Rental Antitrust Litig.*, 779 F.3d  
6 934, 954-55 (9th Cir. 2015) (quoting *Vizcaino v. Microsoft Corp.*, 290 F.3d 1043, 1048-  
7 50 (9th Cir. 2002)); *Rabin v. PricewaterhouseCoopers LLP* (N.D.Cal. Feb. 3, 2021, No.  
8 16-cv-02276-JST) 2021 U.S.Dist.LEXIS 41285, at \*20-21.

9 The Court has handled this matter since approximately 2017. It has been  
10 vigorously litigated by very experienced counsel on both sides. The work done by Class  
11 Counsel reflected their experience and expertise in insurance cases involving annuities.  
12 Plaintiffs' counsel took this case on a contingency and had no guarantee of an outcome,  
13 particularly given the *Mooney* case. There is a degree of monetary recovery for class  
14 members who have yet to annuitize but who do so in the time periods specified in the  
15 settlement. The fee request represents a reasonable percentage of the total funds paid by  
16 Defendant in these circumstances. Accordingly, the Court awards fees in the amount of  
17 \$6,616,666.67.

18 Fee Split: Class Counsel entered into a written agreement that provided fees  
19 awarded by the Court will be split by Class Counsel as follows: 75% of the fees to  
20 Gianelli & Morris, ALC, and 25% of the fees to the Law Offices of Ronald Marron.  
21 Both Diane V. Sanchez and Jules Confino consented in writing to the fee split as part of  
22 their retainer agreements with Class Counsel. (Davis Decl. ISO Attorney Fees, ¶57.)

23 Class Counsel requests \$332,571.79 in costs. This is less than the \$337,351.74  
24 cap provided in the settlement agreement (¶44). The amount was disclosed to Class  
25 Members in the Notice, and no objections to it were received. (Thomas Decl. filed

October 18, 2022, ¶9 and Exhibit A thereto.) Costs include: expert consultation fees (\$181,966.25), class certification administrator notice (\$46,621.13), and mediation fees (\$17,750). (Davis Decl. ISO Attorney Fees, ¶53; Marron Decl. ISO Attorneys' Fees, ¶10.)

The costs appear to be reasonable and necessary to the litigation, are reasonable in amount, and were not objected to by the class.

For all of the foregoing reasons, costs of \$332,571.79 are approved.

#### E. SERVICE AWARDS TO CLASS REPRESENTATIVES

A service (or incentive) fee award to a named class representative must be supported by evidence that quantifies the time and effort expended by the individual and a reasoned explanation of financial or other risks undertaken by the class representative. The Eleventh Circuit has held that such awards are foreclosed by Supreme Court precedent. *See Johnson v. NPAS Sols., LLC* (11<sup>th</sup> Cir. 2020) 975 F. 3d 1244, 1259-1260. This view, however, has not been adopted to date in the Ninth Circuit or the California state courts. *Clark v. American Residential Services LLC* (2009) 175 Cal.App.4th 785, 806-807. Criteria the courts may consider in determining whether to make an incentive award include: (1) the risk to the class representative in commencing suit, both financial and otherwise; (2) the notoriety and personal difficulties encountered by the class representative; (3) the amount of time and effort spent by the class representative; (4) the duration of the litigation and; (5) the personal benefit (or lack thereof) enjoyed by the class representative as a result of the litigation. (Citations.)”]. *Cellphone Termination Cases* (2010) 186 Cal.App.4th 1380, 1394-1395. The theory of these awards is that absent same, lead plaintiffs could have unreimbursed out of pocket expenses or that

there would be no plaintiff at all. See *In Re Continental Securities Litigation* (7<sup>th</sup> Cir. 1992) 962 F. 2d 566, 571.

The Class Representatives request enhancement awards of \$15,000 each, totaling \$30,000. (Motion for Attorney Fees at 11:21-22.) They urge that the awards are appropriate for the following reasons:

Plaintiff Sanchez represents that her contributions to the action include: reviewing and responding to her attorneys' requests for documentation and information throughout the lawsuit, searching for and producing responsive documents, obtaining financial records from her financial institutions, meeting with her attorney to discuss the case status, having her deposition taken by Defendant on September 5, 2019, preparing a declaration in support of the class certification motion, and reviewing the settlement. She estimates spending a total of 125 to 150 hours on the action. (Declaration of Diane Sanchez ISO Attorney Fees, ¶¶ 8-18.)

Plaintiff Confino represents that his contributions to the action include: preparing a declaration in support of the class certification motion, responding to various written discovery including requests for production of documents, having his deposition taken on October 22, 2019, and reviewing the settlement. He estimates spending approximately 55 hours on the lawsuit. (Declaration of Jules Confino ISO Attorney Fees, ¶¶ 7-12.)

Although there is a wide variation in the amounts to be paid to class members, the amounts sought as incentive payments are well in excess of the average payment. (\$1284). In the Ninth Circuit, \$5,000 is presumptively reasonable. See *Rabin v. PricewaterhouseCoopers LLP* 2021 U.S. Dist. LEXIS 41285 (N.D. Cal. 2021) \*28. In this Court's experience, \$5,000 is also routinely awarded in state court except where

1 extraordinary risk was undertaken or extraordinary work was done by the named  
2 plaintiff.

3 Neither plaintiff indicates exposure to any risk, such as potential liability for costs  
4 if the case did not settle. The work done was, in some respects, that which any plaintiff  
5 would have to do in a case (i.e. provide documents to counsel, meeting with counsel, and  
6 having a deposition taken). There was, however, attention to be paid to the details of a  
7 rather complex settlement and the necessity to be involved with the case from its  
8 inception in 2015. In light of the above-described contributions to this action, and in  
9 acknowledgment of the benefits obtained on behalf of the class, a \$7,000 service award  
10 to each Plaintiff is reasonable and approved.

#### 11 F. SETTLEMENT ADMINISTRATION COSTS

12 The Settlement Administrator, KCC Class Action Services, LLC, requests  
13 \$120,000 in compensation for its work in administering this case. (Decl. of Alexander  
14 Thomas filed August 8, 2022, ¶4.) At the time of preliminary approval, costs of  
15 settlement administration were estimated at \$120,000 (¶59). Class Members were  
16 provided with notice of this amount and did not object on this basis. (Thomas Decl.  
17 filed October 18, 2022, ¶9 and Exhibit A thereto.)

18 Accordingly, settlement administration costs are approved in the amount of  
19 \$120,000.

#### 20 21 IV. CONCLUSION AND ORDER

22 The Court hereby:

- 23 (1) Grants class certification for purposes of settlement;  
24 (2) Finds the notice met the requirements of due process;  
25 (3) Grants final approval of the settlement as fair, adequate, and reasonable;

- 1 (4) Awards \$6,616,666.67 in attorney fees to Class Counsel, Gianelli & Morris and  
2 Law Offices of Ron Marron;  
3 (5) Awards \$332,571.79 in litigation costs to Class Counsel;  
4 (6) Awards \$7,000 each as Class Representative Service Awards to Diane Sanchez  
5 and Jules Confino;  
6 (7) Awards \$120,000 in settlement administration costs to KCC Class Action  
7 Services, LLC;  
8 (8) Orders class counsel to lodge a proposed Judgment, consistent with this ruling  
9 and containing the class definition, full release language, and the names of the  
10 class members who opted out by December 30, 2022;  
11 (9) Orders class counsel to provide notice to the class members pursuant to  
12 California Rules of Court, rule 3.771(b); and  
13 (10) Sets a Non-Appeal Case Review re: Final Report re: Distribution of  
14 Settlement Funds for July 1, 2024 at 8:30 a.m. Final Report is to be filed five  
15 court days in advance.

16  
17 Dated: 12/14/22



18 MAREN E. NELSON

19 Judge of the Superior Court  
20  
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