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United States District Court
Northern District of California

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

CIVIL RIGHTS EDUCATION AND
ENFORCEMENT CENTER, et al.,

Plaintiffs,

v.

ASHFORD HOSPITALITY TRUST, INC.,

Defendant.

Case No. [15-cv-00216-DMR](#)

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

Re: Dkt. No. 66

Plaintiffs Civil Rights Education and Enforcement Center (“CREEC”), Ann Cupolo-Freeman, and Julie Reiskin move for preliminary approval of a class action settlement. [Docket No. 66.] Defendant Ashford Hospitality Trust, Inc. (“Ashford”) does not oppose the motion. [Docket No. 70.] The court conducted a hearing on December 10, 2015. For the following reasons, the court grants preliminary approval of the proposed class settlement.

I. BACKGROUND

A. Litigation History

In this class action, Plaintiffs seek declaratory and injunctive relief for alleged violations of the Americans with Disabilities Act (“ADA”), 42 U.S.C. § 12181, *et seq.*, and California’s Unruh Civil Rights Act, California Civil Code section 51, regarding the provision of wheelchair-accessible transportation by hotels. Plaintiff CREEC is a civil rights organization based in Denver, Colorado that is dedicated to ensuring that “persons with disabilities participate in our nation’s civic life without discrimination.” [Docket No. 54 (Am. Compl.) ¶ 9.] Plaintiffs Cupolo-Freeman and Reiskin, who are CREEC members, each have disabilities within the meaning of the ADA and California law. Both use wheelchairs for mobility. Defendant Ashford is a publicly-traded real estate investment trust that owns approximately 125 hotels, 73 of which offer transportation services to their guests and are therefore subject to ADA transportation

1 requirements. These 73 hotels are spread among 20 states.

2 Plaintiffs assert that the ADA regulations require any Ashford hotel that offers
3 transportation services to purchase accessible vehicles or to provide equivalent transportation
4 services to persons with disabilities. *See* 49 C.F.R. §§ 37.101, 37.171. Whether the hotel must
5 purchase accessible vehicles, or instead provide equivalent transportation services, depends upon
6 the capacity of the vehicle (over 16 persons, or 16 persons or less) and whether the hotel operates
7 a fixed route transportation system, or a demand-responsive system. The lowest requirement (in
8 this case, for hotels with demand responsive systems using a vehicle with capacity for 16 persons
9 or less) is that the hotel provide equivalent transportation services if they do not own an accessible
10 vehicle.

11 In their amended complaint, Plaintiffs allege two claims against Ashford: 1) disability
12 discrimination under the ADA, 42 U.S.C. § 12182(a), for failing to ensure that transportation
13 vehicles in use at its hotels are readily accessible to and usable by individuals with disabilities; and
14 2) violation of California Civil Code section 51(b) for denying Plaintiffs and the class members'
15 rights to full and equal accommodations, advantages, facilities, privileges, or services offered at
16 Ashford's hotels. Plaintiffs seek declaratory relief and a permanent injunction requiring Ashford
17 to comply with the ADA and the Unruh Act, as well as an award of reasonable attorneys' fees and
18 costs. Plaintiffs do not seek damages on behalf of the class or the named plaintiffs.

19 **B. Discovery and Mediation**

20 The parties conducted an in-person mediation session in July 2015 before retired
21 Magistrate Judge James Larson. They continued to negotiate by telephone and email after that
22 session, and simultaneously engaged in discovery and investigation. Plaintiffs contacted 68 of the
23 73 Ashford hotels that provide transportation services to investigate whether those hotels provide
24 equivalent accessible transportation services. Plaintiffs also called third party transportation
25 providers identified by Ashford to determine whether they were capable of providing equivalent
26 accessible transportation services.

27 Following continued negotiations, the parties agreed to settle this matter in September
28 2015, and executed a settlement agreement on October 23, 2015. Plaintiffs filed an unopposed

1 motion for preliminary approval of the settlement agreement on November 5, 2015. The court
2 held a hearing on the motion on December 10, 2015.

3 **C. The Settlement Agreement**

4 The complete terms of the proposed settlement agreement are set forth in the Joint
5 Stipulation and Settlement Agreement, which is attached as Exhibit A to Plaintiffs' motion. Pls.'
6 Mot. Ex. A (Settlement Agreement).

7 **1. Injunctive Relief**

8 The Settlement Agreement provides a comprehensive scheme for injunctive relief,
9 requiring all Ashford-owned and/or operated hotels to come into compliance with ADA
10 regulations that require hotels that offer transportation services to provide equivalent
11 transportation services to people who use wheelchairs or scooters. The Settlement Agreement sets
12 forth what "compliance" means, with specific attention to ensuring that any third party
13 transportation providers utilized by Ashford hotels provide equivalent accessible transportation.
14 Settlement Agreement ¶ 5. The Settlement Agreement explicitly requires that Ashford hotels
15 provide accurate information to potential hotel guests so that no guests are erroneously deterred.
16 *Id.* ¶ 5.c. Ashford will provide information to Plaintiffs regarding the current status of the hotels
17 that provide transportation services to their guests, as well as any applicable third party
18 transportation providers. *Id.* ¶ 4. Finally, Ashford will notify all companies that directly manage
19 Ashford's hotels about the Settlement Agreement and the management companies' obligations
20 under the law, as well as any hotel's non-compliance with either. *Id.* ¶ 6.

21 To ensure that Ashford hotels come into compliance, the Settlement Agreement sets forth a
22 multistage, three-year monitoring process that involves both a third-party monitor and monitoring
23 by Plaintiffs' counsel. *Id.* ¶ 7. Ashford will continue to provide information to Plaintiffs
24 throughout the monitoring process, and the monitoring and compliance process is designed to
25 ensure that all hotels are in full compliance with the ADA by the end of the third year of the
26 Settlement Agreement. *Id.* ¶¶ 7, 8. The parties have mutually selected a third-party monitor,
27 Progressive Management Resources, Inc. ("PMR"), which is a firm with experience in compliance
28 and monitoring with respect to public accommodations. Ashford will pay the fees and costs of

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1 monitoring. Settlement Agreement ¶ 7. The parties have also agreed to a dispute resolution
2 process during the term of the Settlement Agreement. *Id.* at ¶ 14.

3 **2. Released Claims**

4 The settlement agreement defines the class as

5
6 all individuals with disabilities who use wheelchairs or scooters for
7 mobility who, from January 15, 2013 to the date of preliminary
8 approval of the Settlement, have been denied the full and equal
9 enjoyment of transportation services offered to guests at Hotels
10 owned and/or operated by Ashford because of the lack of equivalent
11 accessible transportation services at those Hotels.

12 Settlement Agreement ¶ 1. Plaintiffs and the class members will release any and all past or
13 present claims as of the date of preliminary approval of the settlement for injunctive or declaratory
14 relief against Ashford or its subsidiary or affiliated entities that are based on the ADA, the Unruh
15 Act, or any public accommodation provision of any federal, local, or state statutory, regulatory, or
16 common law concerning the provision of wheelchair accessible transportation services at Ashford
17 hotels. *Id.* at ¶ 15(a). While Plaintiffs Cupolo-Freeman and Reiskin further agree to release any
18 claims for monetary damages against Ashford, its subsidiary, and affiliated entities, the Settlement
19 Agreement does not release any claims on behalf of the class members for damages. *Id.* ¶ 15.

20 **3. Class Notice**

21 The parties propose dissemination of the class notice by emailing the notice to known
22 disability advocacy groups and independent living centers. Plaintiffs have submitted a nationwide
23 list of several hundred organizations to whom Plaintiffs propose sending the class notice. [Docket
24 No. 73 (Campins Decl., Dec. 11, 2015 Ex. 3 (Class Notice Organizations List).] In addition,
25 Plaintiffs will provide the notice to those persons with disabilities who have contacted CREEC
26 about problems with accessible hotel transportation. The proposed class notice is attached as
27 Exhibit B to Plaintiffs’ motion. Pls.’ Mot. Ex. B (Notice).

28 **4. Attorneys’ Fees and Costs and Costs of Administration and Monitoring**

The Settlement Agreement authorizes class counsel to seek an award of attorneys’ fees and
costs up to \$165,000. This amount includes fees for work performed in connection with this
lawsuit as well as fees for future monitoring and evaluating compliance with the settlement.

1 Settlement Agreement ¶ 11. Counsel estimates that the fees for monitoring the settlement in this
2 case will total at least \$30,000 over the course of three years.

3 **II. DISCUSSION**

4 **A. Conditional Class Certification**

5 Plaintiffs seek conditional certification of a settlement class under Federal Rules of Civil
6 Procedure 23(a) and 23(b)(2). A court may only certify a class action if it satisfies the four
7 prerequisites identified in Rule 23(a) and fits within one of the three subdivisions of Rule 23(b).
8 *Amchem Prods., Inc. v. Windsor*, 521 U.S. 591, 614 (1997). Class certification requires the
9 following: (1) the class must be so numerous that joinder of all members individually is
10 impracticable; (2) there are questions of law or fact common to the class; (3) the claims or
11 defenses of the class representatives must be typical of the claims or defenses of the class; and (4)
12 the person representing the class must be able to fairly and adequately protect the interests of all
13 class members. *See* Fed. R. Civ. P. 23(a); *Staton v. Boeing*, 327 F.3d 938, 953 (9th Cir. 2003).
14 “The four requirements of Rule 23(a) are commonly referred to as ‘numerosity,’ ‘commonality,’
15 ‘typicality,’ and ‘adequacy of representation’ (or just ‘adequacy’), respectively.” *United Steel,*
16 *Paper & Forestry, Rubber, Mfg. Energy, Allied Indus. & Serv. Workers Int’l Union, AFL-CIO v.*
17 *ConocoPhillips Co.*, 593 F.3d 802, 806 (9th Cir. 2010). Certification under Rule 23(b)(2) is
18 appropriate where “the party opposing the class has acted or refused to act on grounds that apply
19 generally to the class, so that final injunctive relief or corresponding declaratory relief is
20 appropriate respecting the class as a whole.” Fed. R. Civ. P. 23(b)(2). In the settlement context,
21 the court must pay “undiluted, even heightened, attention” to class certification requirements
22 because the court will not have the opportunity to adjust the class based on information revealed at
23 trial. *See Staton*, 327 F.3d at 952-53 (quoting *Amchem*, 521 U.S. at 620); *Hanlon v. Chrysler*
24 *Corp.*, 150 F.3d 1011, 1019 (9th Cir. 1998) (same).

25 Plaintiffs ask the court to conditionally certify the following class:

26 All individuals with disabilities who use wheelchairs or scooters for
27 mobility who, from January 15, 2013 to the date of preliminary
28 approval of the Settlement, have been denied the full and equal
enjoyment of transportation services offered to guests at Hotels
owned and/or operated by Ashford because of the lack of equivalent

accessible transportation services at those Hotels.

1
2 “Although there is no explicit requirement concerning the class definition in FRCP 23, courts have
3 held that the class must be adequately defined and clearly ascertainable before a class action may
4 proceed.” *Schwartz v. Upper Deck Co.*, 183 F.R.D. 672, 679-80 (S.D. Cal. 1999) (citation
5 omitted). The court finds that the class is clearly defined to identify the relevant time period,
6 January 15, 2013 until the date of preliminary approval. It also clearly describes the people who
7 are included in the class (persons who use wheelchairs or scooters for mobility), what those
8 individuals must have experienced (denial of full and equal enjoyment of transportation services
9 because of the lack of equivalent accessible transportation services), and where those experiences
10 must have occurred (at hotels owned and/or operated by Ashford). Accordingly, the class is
11 clearly ascertainable. *See, e.g., Nat’l Fed’n of the Blind v. Target Corp.*, No. C 06-01802 MHP,
12 2007 WL 1223755, at *4 (N.D. Cal. April 25, 2007) (finding class defined as “All legally blind
13 individuals in the United States who have attempted to access Target.com and as a result have
14 been denied access to the enjoyment of goods and services offered in Target stores” sufficiently
15 ascertainable).

16 Once an ascertainable and identifiable class has been defined, the court must determine
17 whether Plaintiffs have satisfied the requirements under Rule 23(a). First, Rule 23(a) requires that
18 “the class is so numerous that joinder of all members is impracticable.” Fed. R. Civ. P. 23(a)(1).
19 Plaintiffs assert that the proposed class satisfies the numerosity requirement because it covers 73
20 hotels at which millions of persons have stayed during the class period, (*see* Campins Decl. Ex. 1),
21 and highlight census figures that indicate that more than 3.6 million Americans use wheelchairs
22 for mobility. McGarry Decl. Ex. 1. Therefore, Plaintiffs argue, if “just 15 of those 3.6 million
23 wheelchair users each year stayed at, or were deterred from staying at, one of the Ashford Hotels
24 at issue since 2013, the numerosity requirement is met.” Pls.’ Mot. 13 (citing *Hernandez v. Cty. of*
25 *Monterey*, 305 F.R.D. 132, 153 (N.D. Cal. 2015) (“A class or subclass with more than 40
26 members ‘raises a presumption of impracticability based on numbers alone.’” (citation omitted))).
27 Further, the proposed class is geographically dispersed, covering hotels in 20 states, which
28 supports a finding that joinder is impracticable. *See Haley v. Medtronic, Inc.*, 169 F.R.D. 643, 648

1 (C.D. Cal. 1996). Using “common sense assumptions” and reasonable inferences, *see*
2 *Californians for Disability Rights, Inc. v. Cal. Dep’t of Transp.*, 249 F.R.D. 334, 347 (N.D. Cal.
3 2008), the court finds that Plaintiffs satisfy Rule 23’s numerosity requirement.

4 With respect to commonality, Rule 23(a)(2) requires that there be “questions of law or fact
5 common to the class.” Fed. R. Civ. P. 23(a)(2). “All questions of fact and law need not be
6 common to satisfy the rule. The existence of shared legal issues with divergent factual predicates
7 is sufficient, as is a common core of salient facts coupled with disparate legal remedies within the
8 class.” *Hanlon*, 150 F.3d at 1019; *see also Ellis v. Costco Wholesale Corp.*, 285 F.R.D. 492, 506
9 (N.D. Cal. 2012). Commonality may be found where a defendant allegedly fails to have in place
10 policies or practices required by law. *See, e.g., Parsons v. Ryan*, 754 F.3d 657, 678 (9th Cir.
11 2014) (affirming class certification based on common questions that included medical policies and
12 practices that allegedly created a substantial risk of serious harm). Here, the issues facing the class
13 arise from common questions involving Ashford’s obligations to provide ADA-compliant
14 transportation services to guests. A common issue also exists regarding the impact of federal tax
15 provisions governing real estate investment trusts. Specifically, one of Ashford’s defenses
16 concerns tax provisions which condition favorable tax treatment of real estate investment trusts on
17 limitations on their ability to operate or manage hotels that they own. As a result, Ashford
18 contracts with third parties to manage its hotels. Ashford asserts in this litigation that those
19 management companies are responsible for providing transportation services, and that it does not
20 provide those third parties with any uniform policy or plan regarding the operation of
21 transportation services at its hotels. Whether this is an adequate defense to ADA claims is a
22 question common to every class member. The court finds that these issues are sufficient to
23 establish commonality.

24 Plaintiffs have also satisfied Rule 23(a)(3)’s typicality requirement. Typicality requires
25 that “the claims or defenses of the representative parties are typical of the claims or defenses of the
26 class.” Fed. R. Civ. P. 23(a)(3). The purpose of the requirement “is to assure that the interest of
27 the named representative aligns with the interests of the class.” *Hanon v. Dataproducts Corp.*,
28 976 F.2d 497, 508 (9th Cir. 1992). Typicality is “satisfied when each class member’s claim arises

1 from the same course of events, and each class member makes similar legal arguments to prove
2 the defendant's liability." *Armstrong v. Davis*, 275 F.3d 849, 868 (9th Cir. 2001) (quotation marks
3 omitted) (quoting *Marisol v. Giuliani*, 126 F.3d 372, 376 (2nd Cir. 1997)), *abrogated on other*
4 *grounds by Johnson v. Cal.*, 543 U.S. 499, 504-05 (2005). Here, the named Plaintiffs' personal
5 claims are similar to those of the absent class members; namely, Ashford's hotels' failure to
6 provide accessible transportation services.

7 Finally, Rule 23(a)(4) requires that "the representative parties will fairly and adequately
8 protect the interests of the class." Fed. R. Civ. P. 23(a)(4). "To satisfy constitutional due process
9 concerns, absent class members must be afforded adequate representation before entry of a
10 judgment which binds them." *Hanlon*, 150 F.3d at 1020. To determine whether the adequacy
11 prong is satisfied, courts consider the following two questions: "(1) [d]o the representative
12 plaintiffs and their counsel have any conflicts of interest with other class members, and (2) will the
13 representative plaintiffs and their counsel prosecute the action vigorously on behalf of the class?"
14 *Staton*, 327 F.3d at 957 (citation omitted); *see also Fendler v. Westgate-California Corp.*, 527
15 F.2d 1168, 1170 (9th Cir. 1975) (noting that representative plaintiffs and counsel also must have
16 sufficient "zeal and competence" to protect class interests). There is no indication of any conflict
17 between the class and Plaintiffs and/or their counsel. Class counsel are highly skilled and
18 experienced class action litigators. They also have significant expertise in vindicating the rights of
19 disabled individuals. The court is well-satisfied that Plaintiffs and their counsel have and will
20 continue to pursue this action vigorously on behalf of Plaintiffs and the proposed class members.

21 In addition to meeting the prerequisites of Rule 23(a), a proposed class must be appropriate
22 for certification under one of the categories in Rule 23(b). *See* Fed. R. Civ. P. 23(b); *Hanlon*, 150
23 F.3d at 1022. The court finds that certification is appropriate under Rule 23(b)(2). Certification
24 under Rule 23(b)(2) is proper where "the party opposing the class has acted or refused to act on
25 grounds that apply generally to the class, so that final injunctive relief or corresponding
26 declaratory relief is appropriate respecting the class as a whole." Rule 23(b)(2) is satisfied where
27 "class members complain of a pattern or practice that is generally applicable to the class as a
28 whole." *Rodriguez v. Hayes*, 591 F.3d 1105, 1125 (9th Cir. 2010) (quoting *Walters v. Reno*, 145

1 F.3d 1032, 1047 (9th Cir. 1998)). As discussed above, Plaintiffs allege that Ashford has a practice
2 of failing to provide equivalent accessible transportation services at its hotels that provide
3 transportation services to guests. Plaintiffs seek only injunctive and declaratory relief.

4 In sum, the record is sufficient to support conditional certification of the class under Rules
5 23(a) and 23(b)(2).

6 **B. Preliminary Fairness Determination**

7 Federal Rule of Civil Procedure 23(e) requires the court to determine whether a proposed
8 settlement is “fundamentally fair, adequate, and reasonable.” *Staton*, 327 F.3d at 952 (quoting
9 *Hanlon*, 150 F.3d at 1026; *see also* Fed. R. Civ. P. 23(e) (court may only approve class action
10 settlement based on finding that settlement is “fair, reasonable, and adequate.”). “The purpose of
11 Rule 23(e) is to protect the unnamed members of the class from unjust or unfair settlements
12 affecting their rights.” *In re Syncor ERISA Litig.*, 516 F.3d 1095, 1100 (9th Cir. 2008) (citation
13 omitted). “The initial decision to approve or reject a settlement proposal is committed to the
14 sound discretion of the trial judge.” *Officers for Justice v. Civil Serv. Comm’n*, 688 F.2d 615, 625
15 (9th Cir. 1982).

16 To make a fairness determination, the court must balance a number of factors, including
17 the strength of the plaintiff’s case; the risk, expense, complexity, and likely duration of further
18 litigation; the risk of maintaining class action status throughout the trial; the amount offered in
19 settlement; the extent of discovery completed; the stage of the proceedings; and the experience and
20 views of counsel. *Staton*, 327 F.3d at 959. In making this evaluation, the court is not to “reach
21 any ultimate conclusions on the contested issues of fact and law which underlie the merits of the
22 dispute, for it is the very uncertainty of outcome in litigation and avoidance of wasteful and
23 expensive litigation that induce consensual settlements.” *Officers for Justice*, 688 F.2d at 625.
24 “The relative importance to be attached to any factor will depend upon and be dictated by the
25 nature of the claim(s) advanced, the type(s) of relief sought, and the unique facts and
26 circumstances presented by each individual case.” *Id.* Further, as some of these factors cannot be
27 fully assessed until the court conducts its final fairness hearing, “a full fairness analysis is
28 unnecessary at this stage.” *Alberto v. GMRI, Inc.*, 252 F.R.D. 652, 665 (E.D. Cal. 2008)

1 (quotation marks and citation omitted). Preliminary approval of a settlement and notice to the
2 class is appropriate if “the proposed settlement appears to be the product of serious, informed,
3 non-collusive negotiations, has no obvious deficiencies, does not improperly grant preferential
4 treatment to class representatives or segments of the class, and falls within the range of possible
5 approval.” *In re Tableware Antitrust Litig.*, 484 F. Supp. 2d 1078, 1079 (N.D. Cal. 2007) (citing
6 *Manual for Complex Litigation*, Second § 30.44 (2d ed. 1985)).

7 Here, the factors set forth in *In Re Tableware Antitrust Litigation* weigh in favor of
8 preliminary approval of the settlement. First, the parties participated in private mediation, which
9 “tends to support the conclusion that the settlement process was not collusive.” *Villegas v. J.P.*
10 *Morgan Chase & Co.*, No. CV 09-00261 SBA (EMC), 2012 WL 5878390, at *6 (N.D. Cal. Nov.
11 21, 2012). Additionally, the parties reached full agreement on the injunctive relief portion of the
12 settlement before negotiating attorneys’ fees and costs. Campins Decl. ¶ 5. Second, there are no
13 obvious deficiencies. The settlement provides significant and substantial injunctive relief to the
14 class members, in that all Ashford hotels that provide transportation services to guests will provide
15 either a wheelchair-accessible vehicle or equivalent accessible transportation. The hotels will be
16 held accountable pursuant to a thorough monitoring process, which is designed to achieve full
17 compliance with the ADA by the end of the third year of the Settlement Agreement. The
18 settlement does not grant preferential treatment to the class representatives or segments of the
19 class.

20 **C. Class Notice**

21 The court next considers the sufficiency of the parties’ notice plan. Where a proposed
22 settlement has been reached by the parties, the “court must direct notice in a reasonable manner to
23 all class members who would be bound by the proposal.” Fed. R. Civ. P. 23(e)(1). The court
24 must ensure that the parties’ notice plan provides for “the best notice that is practicable under the
25 circumstances, including individual notice to all members who can be identified through
26 reasonable effort” and that the notice itself explains in easily understood language the nature of the
27 action, definition of the class, class claims, issues and defenses, ability to appear through
28 individual counsel, procedure to request exclusion, and the binding nature of the class judgment.

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

2 In this case, there is no practical way to create a list of individuals who use wheelchairs or
3 scooters and patronize Ashford hotels. The parties propose dissemination of the class notice by
4 emailing the notice to known disability advocacy groups and independent living centers. Class
5 counsel has compiled and submitted a nationwide list of several hundred organizations. In
6 addition, Plaintiffs will provide the notice to those persons with disabilities who have contacted
7 CREEC about problems with accessible hotel transportation. The court is satisfied that this notice
8 plan is the best notice practicable under the circumstances. The court also finds that the proposed
9 class notice adequately describes the nature of the action, summarizes the terms of the settlement,
10 identifies the class and provides instruction on how to object, and sets forth the proposed fees and
11 expenses to be paid to Plaintiffs' counsel in clear, understandable language. In sum, the proposed
12 notice plan satisfies the requirements of Rule 23(c)(2)(B).

13 **III. CONCLUSION**

14 For the reasons stated above, Plaintiffs' motion for preliminary approval of the class action
15 settlement is GRANTED as follows:

16 1. Pursuant to Pursuant to Federal Rules of Civil Procedure 23(a) and 23(b)(2), the
17 court conditionally certifies, for settlement purposes only, a proposed settlement class comprised
18 of all individuals with disabilities who use wheelchairs or scooters for mobility who, from January
19 15, 2013 to December 10, 2015, have been denied the full and equal enjoyment of transportation
20 services offered to guests at Hotels owned and/or operated by Ashford because of the lack of
21 equivalent accessible transportation services at those Hotels.

22 2. The settlement agreement is preliminarily approved as fair, reasonable, and
23 adequate pursuant to Federal Rule of Civil Procedure 23(e).

24 3. Defendant shall issue CAFA notice to the appropriate government entities by no
25 later than December 18, 2015.

26 4. The court approves the form of the proposed notice and notice dissemination plan
27 and orders Plaintiffs to issue notice to the class by December 21, 2015 (the "notice deadline").

28 5. Class Counsel and Plaintiffs shall file a motion for attorneys' fees and costs and for

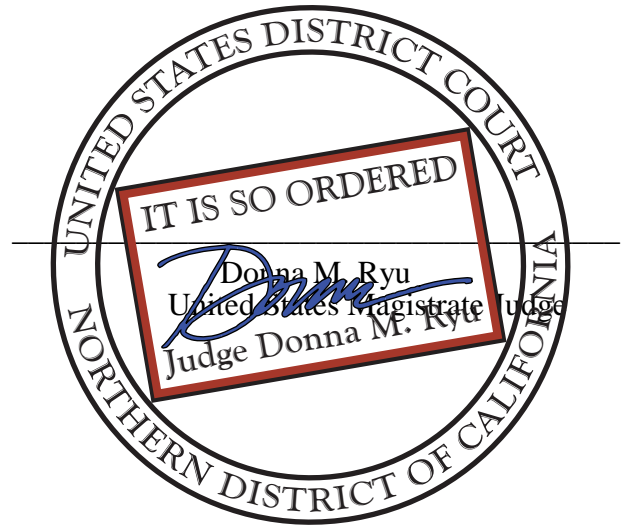
1 final approval of the settlement within 45 days after the notice deadline.

2 6. Any member of the settlement class who wishes to object to the settlement shall
3 file any objections by February 19, 2016.

4 7. A hearing on the final approval of the settlement will be heard on March 10, 2016
5 at 11:00 a.m.

6
7 **IT IS SO ORDERED.**

8 Dated: December 18, 2015



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Northern District of California