

1 Aaron D. Radbil (*pro hac vice*)
GREENWALD DAVIDSON RADBIL PLLC
2 106 East Sixth Street, Suite 913
Austin, TX 78701
3 Phone: (512) 322-3912
Fax: (561) 961-5684
4 aradbil@gdrlawfirm.com

5 Ryan Lee, Esq. (SBN: 235879)
LAW OFFICES OF RYAN LEE, PLLC
6 7150 E. Camelback Road, Suite 444
Scottsdale, AZ 85251
7 Phone: (323) 524-9500 ext. 1
Fax: (323) 524-9502
8 ryan@ryanleepllc.com

9
10 **IN THE UNITED STATES DISTRICT COURT**
11 **FOR THE NORTHERN DISTRICT OF CALIFORNIA**

12 DANIEL SCHUCHARDT and MICHELLE
13 MUGGLI, *on behalf of themselves and*
14 *others similarly situated,*

15 Plaintiffs,

16 vs.

17 LAW OFFICE OF RORY W. CLARK, A
18 PROFESSIONAL LAW CORPORATION,

19 Defendant.

Case No.: 3:15-cv-01329-JSC

**PLAINTIFFS' UNOPPOSED
MOTION FOR FINAL APPROVAL
OF CLASS ACTION SETTLEMENT**

Date: April 28, 2016
Time: 9:00 a.m.

20
21
22
23
24
25
26
27
28

Table of Contents

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

Introduction..... 1

I. Each participating class member will receive at least \$14.84, and Defendant has agreed to change its form debt collection letter..... 2

II. Defendant has changed its debt collection practices..... 3

III. The settlement provided for direct mail notice to all members of the class and did not require class members to submit documentation to receive benefits..... 3

IV. Defendant will provide statutory damages to Plaintiffs..... 4

Argument 4

I. This Court should finally certify the class. 4

II. This Court should approve the settlement as “fair, reasonable, and adequate” under Rule 23(e). 5

A. The settlement resulted from arm’s-length negotiations among experienced counsel. ... 6

B. The posture of the case and experience and views of counsel favor final approval. 6

C. The strengths of Plaintiffs’ case and the risks inherent in continued litigation and securing class certification favor final approval..... 7

D. The cash relief afforded by the settlement—when compared to the limitations on damages imposed by the FDCPA—favors approval. 8

E. The settlement serves the public interest..... 10

F. The positive reaction of the class favors final approval..... 11

Conclusion 12

Table of Authorities

1

2 *Baldwin v. Glasser & Glasser, P.L.C.*,

3 No. 15-490, 2015 WL 7769207 (E.D. Va. Dec. 1, 2015)10

4 *Bellinghausen v. Tractor Supply Co.*,

5 306 F.R.D. 245 (N.D. Cal. 2015)11

6 *Bishop v. Ross Earle & Bonan, P.A.*,

7 Case No. 15-12585 (11th Cir. 2015)7

8 *Catala v. Resurgent Capital Servs., L.P.*,

9 No. 08-2401, 2010 WL 2524158 (C.D. Cal. June 22, 2010)8

10 *Chamberlin v. Mullooly, Jeffrey, Rooney & Flynn, LLP*,

11 No. 15-02361, ECF No. 36 (D.N.J. Feb. 9, 2016)9

12 *Cotton v. Hinton*,

13 559 F.2d 1326 (5th Cir. 1977)5

14 *Date v. Sony Elecs., Inc.*,

15 No. 07-15474, 2013 WL 3945981 (E.D. Mich. July 31, 2013)10

16 *Dispennett v. Frederick J. Hanna & Associates, P.C.*,

17 No. 15-636, ECF No. 37 (W.D. Pa. Sept. 21, 2015)10

18 *Franklin v. Kaypro Corp.*,

19 884 F.2d 1222 (9th Cir. 1989)5

20 *Garza v. Mitchell Rubenstein & Assocs., P.C.*,

21 No. 15-1572, 2015 WL 9594286 (D. Md. Dec. 28, 2015)10

22 *Hanlon v. Chrysler Corp.*,

23 150 F.3d 1011 (9th Cir. 1998)5, 8, 9

24 *Kemper v. Andreu, Palma & Andreu, PL*,

25 No. 15-21226, Doc. 36 (S.D. Fla. Jan. 11, 2016)9

26 *Nat’l Rural Telecomms. Coop. v. DirecTV, Inc.*,

27 221 F.R.D. 523 (C.D. Cal. 2004)7, 11

28 *Officers for Justice v. Civil Serv. Comm’n*,

 688 F.2d 615 (9th Cir. 1982)8

Paxson v. Blatt, Hassenmiller, Leibsker & Moore, LLC,

 No. 15-01488, ECF No. 40 (N.D. Ill. Oct. 16, 2015).....10

1 *Rodriguez v. West Publ’g Corp.*,
2 563 F.3d 948 (9th Cir. 2009)6

3 *Sanders v. Jackson*,
4 209 F.3d 998 (7th Cir. 2000)9

5 *Spokeo, Inc. v. Robins*,
6 Case No. 13-1339 (2014)8

7 *Van Bronkhorst v. Safeco Corp.*,
8 529 F.2d 943 (9th Cir. 1976)5

9 *Wal-Mart Stores, Inc. v. Visa U.S.A., Inc.*,
10 396 F.3d 96 (2d Cir. 2005)5

11 *Whitford v. Weber & Olcese, P.L.C.*,
12 No. 15-400, 2016 WL 122393 (W.D. Mich. Jan. 11, 2016)9

13

14

15

16

17

18

19

20

21

22

23

24

25

26

27

28

Introduction

On January 20, 2016, this Court granted preliminary approval of the settlement set forth in the parties' Class Action Settlement Agreement ("Agreement"). ECF No. 50. Pursuant to Federal Rule of Civil Procedure 23(e), Daniel Schuchardt and Michelle Muggli ("Plaintiffs") now respectfully request final approval of their settlement with the Law Office of Rory W. Clark, A Professional Law Corporation ("Defendant"). Through a separate motion, Plaintiffs also seek an award of attorneys' fees and expenses for their counsel.

As detailed in the Declaration of Aaron D. Radbil submitted concurrently with this motion, the settlement represents an excellent result for class members, and was achieved only after full briefing on the parties' cross-motions for summary judgment, such that the parties had a clear view on their respective positions in this litigation. As a result of the settlement, each of the 917 participating class members will receive at least \$14.84.¹ The monies will be paid from a common fund that exceeds the statutory damages available under the Fair Debt Collection Practices Act ("FDCPA").

Additionally, while Defendant denies that it violated the FDCPA and maintains that the language of the letter giving rise to this action was more favorable to the consumer than as required by the FDCPA, it has confirmed in writing that it ceased using the form letter at issue. Considering this change in Defendant's business practices, along with the statutorily-limited damages available

¹ At the time the parties entered into the Agreement, they believed there to be 1,361 class members. However, Defendant has since determined that there were actually 1,361 *accounts* for which an allegedly violative letter was mailed to a total of only 930 *persons*. In other words, the class numbers only 930 because some members had multiple accounts with Defendant and therefore received multiple letters. However, the settlement fund will still be distributed on a pro-rata basis. Given that, thus far, 13 members of the class excluded themselves from the settlement, each of the 917 participating class members is now entitled to approximately \$14.84. This payout figure is subject to (relatively minor) adjustment in the event more class members exclude themselves between the filing of this motion and the deadline for such exclusions (April 18, 2016).

1 under the FDCPA, the settlement here represents a very favorable result for the members of the
2 class, as well as any consumers who will encounter Defendant's debt collection practices in the
3 future. Underscoring the favorable nature of the settlement is that, to date, not a single class
4 member lodged an objection, nor have any objections resulted from notice issued pursuant to the
5 Class Action Fairness Act ("CAFA").²
6

7 Plaintiffs and their counsel strongly believe that the settlement is fair, reasonable, and
8 adequate, and in the best interest of the class. As more fully set forth below, Plaintiffs respectfully
9 request that the Court enter the accompanying order granting final approval of the settlement.
10 Defendant does not oppose this relief.

11 **Summary of the Settlement**

12 **I. Each participating class member will receive at least \$14.84, and Defendant** 13 **has agreed to change its form debt collection letter.**

14 The settlement defines a settlement class under Rule 23(b)(3) comprised of all persons with
15 a California address to whom Defendant mailed an initial debt collection communication that
16 stated: "If you notify this firm within thirty (30) days after your receipt of this letter, that the debt
17 or any portion thereof, is disputed, we will obtain verification of the debt or a copy of the judgment,
18 if any, and mail a copy of such verification or judgment to you," between June 1, 2014 and June
19 1, 2015, in connection with the collection of a consumer debt. Defendant has identified 930 class
20 members, including Plaintiffs. The settlement requires Defendant to create a settlement fund of
21 \$13,610.00 (the "Settlement Fund").
22

23 Class members who do not exclude themselves from the settlement will each receive a
24 check for at least \$14.84. To the extent any settlement checks go uncashed after the claims
25
26

27
28 ² CAFA notice was issued March 18, 2016. Should any objections result from such notice prior to
this Court's final fairness hearing on April 28, 2016, Plaintiffs will address those objections by way of a
separate filing in advance of the hearing.

1 administrator takes all reasonable steps to forward checks to any forwarding addresses, such funds
2 will be disbursed as a *cy pres* award to Bay Area Legal Aid. None of the funds will revert back to
3 Defendant.

4 **II. Defendant has changed its debt collection practices.**

5 Furthermore, although Defendant maintains that it did not violate the FDCPA by using the
6 letter at issue, Defendant has confirmed, in writing, that it changed the language of its form
7 collection letter to address Plaintiffs' concerns here. In other words, Defendant will no longer
8 engage in the practice that formed the basis for the allegations in Plaintiffs' class action complaint.
9 Plaintiffs assert that this change benefits not only themselves and the members of the class, but
10 also any other consumers who may encounter Defendant's debt collection business in the future.

11 **III. The settlement provided for direct mail notice to all members of the class and
12 did not require class members to submit documentation to receive benefits.**

13 The Agreement required a robust notice program consisting of direct mail notice to each
14 class member. And members of the class were not required to submit a claim form to obtain the
15 benefits of the settlement. That is, if a class member did nothing, she will receive the benefits of
16 the settlement. That is, if a class member did nothing, she will receive the benefits of
17 the settlement.

18 Based on a list of class members provided by Defendant, the Court-appointed class
19 administrator, Kurtzman Carson Consultants, LLC ("KCC"), mailed notice of the settlement to
20 930 class members, including Plaintiffs. Prior to mailing the Court-approved notice, KCC followed
21 its standard practice of verifying the addresses of class members. As of this filing, no members of
22 the class objected to the settlement, while six class members excluded themselves from it. Once
23 the deadline for exclusions and objections (April 18, 2016) has passed, KCC will file a declaration
24 with this Court attesting to the final number of timely exclusions and objections.
25
26
27
28

1 **II. This Court should approve the settlement as “fair, reasonable, and adequate”**
 2 **under Rule 23(e).**

3 To determine if proposed class settlement terms are fair, reasonable, and adequate under
 4 Rule 23(e), courts in the Ninth Circuit are to consider the following factors: (1) the strength of the
 5 plaintiffs’ case; (2) the risk, expense, complexity, and likely duration of further litigation; (3) the
 6 risk of maintaining class action status throughout the trial; (4) the amount offered in settlement;
 7 (5) the extent of discovery completed and the stage of the proceedings; (6) the views of counsel;
 8 (7) the presence of a governmental participant; and (8) the reaction of the class members to the
 9 proposed settlement. *Hanlon v. Chrysler Corp.*, 150 F.3d 1011, 1026 (9th Cir. 1998).³

11 These factors firmly support the conclusion that the settlement here is fundamentally fair,
 12 adequate, and reasonable. As well, in applying these factors, this Court should be guided foremost
 13 by the general principle that settlements of class actions are favored. *See Franklin v. Kaypro Corp.*,
 14 884 F.2d 1222, 1229 (9th Cir. 1989) (“It hardly seems necessary to ‘point out that there is an
 15 overriding public interest in settling and quieting litigation. This is particularly true in class action
 16 suits. . . .’”); *see also Wal-Mart Stores, Inc. v. Visa U.S.A., Inc.*, 396 F.3d 96, 116 (2d Cir. 2005)
 17 (“We are mindful of the strong judicial policy in favor of settlements, particularly in the class
 18 action context.”); *Cotton v. Hinton*, 559 F.2d 1326, 1331 (5th Cir. 1977) (“Particularly in class
 19 action suits, there is an overriding public interest in favor of settlement.”).

21 By their very nature, because of the uncertainties of outcome, difficulties of proof, and
 22 lengthy duration, class actions readily lend themselves to compromise. *See Van Bronkhorst v.*
 23 *Safeco Corp.*, 529 F.2d 943, 950 (9th Cir. 1976) (public interest in settling litigation is “particularly
 24 true in class action suits . . . which frequently present serious problems of management and
 25 expense”). Moreover, the Court should give a presumption of fairness to arm’s-length settlements
 26
 27

28 _____
³ Internal citations and quotations are omitted, and emphasis is added, unless otherwise noted.

1 reached by experienced counsel. *See Rodriguez v. West Publ'g Corp.*, 563 F.3d 948, 965 (9th Cir.
2 2009) (“We put a good deal of stock in the product of an arms-length, non-collusive, negotiated
3 resolution.”).

4
5 **A. The settlement resulted from arm’s-length negotiations among
6 experienced counsel.**

7 The parties’ arm’s-length settlement negotiations demonstrate the fairness of the settlement
8 that was reached, and that the settlement is not a product of collusion. Indeed, at the time the parties
9 reached their agreement, they had fully briefed dueling motions for summary judgment, and a
10 hearing on those motions was imminent. Against this backdrop, and with the parties’ fully aware
11 of their respective positions in the litigation, counsel for Defendant and Plaintiffs each zealously
12 negotiated on behalf of their clients. Plaintiffs were confident in their class claims, and they and
13 their counsel believe the value of the class’s recovery here—which exceeds the cap on statutory
14 damages allowed under the FDCPA—reflects that confidence.

15
16 To be sure, a settlement was reached here only after the exchange of multiple settlement
17 demands and counteroffers, and after multiple telephone conferences among counsel experienced
18 in consumer protection class action litigation, particularly under the FDCPA.

19 **B. The posture of the case and experience and views of counsel favor final
20 approval.**

21 After months of litigation and informal discovery, the settlement here was achieved with a
22 clear view as to the strengths and weaknesses of the case. To that end, the parties had fully briefed
23 dueling summary judgment motions prior to their negotiations, and thus were able to assess the
24 relative strengths and weaknesses of their respective positions. The parties could compare the
25 benefits of the proposed settlement to further litigation, and they also exchanged informal
26 discovery, including information regarding the net worth of Defendant, class damages, and the
27 number of potential class members. As well, in connection with Plaintiffs’ unopposed preliminary
28

1 approval motion, Defendant submitted a declaration confirming that the class’s recovery here
2 exceeds 1% of Defendant’s net worth, *see* ECF No. 49-2, which is the limit imposed by the FDCPA
3 on a class’s statutory damages recovery. 15 U.S.C. § 1692k(a)(2)(B).

4 Counsel, who have substantial experience in litigating class actions, and this Court are
5 therefore adequately informed to evaluate the fairness of the settlement. Both Plaintiffs and class
6 counsel firmly believe that the settlement is fair, reasonable, and adequate, and in the best interests
7 of the Class. *See Nat’l Rural Telecomms. Coop. v. DirecTV, Inc.*, 221 F.R.D. 523, 528 (C.D. Cal.
8 2004) (“Great weight is accorded to the recommendation of counsel, who are most closely
9 acquainted with the facts of the underlying litigation. This is because parties represented by
10 competent counsel are better positioned than courts to produce a settlement that fairly reflects each
11 party’s expected outcome in the litigation.”).

12
13
14 **C. The strengths of Plaintiffs’ case and the risks inherent in continued
15 litigation and securing class certification favor final approval.**

16 Every class action—indeed, every case—involves some level of uncertainty on the merits.
17 Settlements resolve that inherent uncertainty, and are therefore strongly favored by the courts,
18 particularly in class actions. This action is not unique in this regard. The parties disagree about the
19 merits, and there is uncertainty about the ultimate outcome of this litigation and whether a class
20 would be certified, particularly in light of the parties’ pending summary judgment motions.

21 While the overwhelming majority of decisions regarding the legal issue underlying this
22 matter support Plaintiffs’ position, at least one district court has rejected it, and that very issue is
23 now before the Eleventh Circuit Court of Appeals. *See Bishop v. Ross Earle & Bonan, P.A.*, Case
24 No. 15-12585 (11th Cir. 2015). Through its own summary judgment motion, Defendant also made
25 various arguments and policy considerations to oppose Plaintiffs’ claims. Thus, the risks of
26 continuing to litigate this matter cannot be completely discounted.
27
28

1 Moreover, Defendants’ conduct was not particularly egregious, relatively speaking, and
2 may not have been intentional. This is important because the FDCPA’s damages provision is not
3 mandatory. It provides for awards *up to* certain amounts, after balancing such factors as, *inter alia*,
4 the nature of the debt collector’s noncompliance, the number of persons adversely affected, and
5 the extent to which the noncompliance was intentional. 15 U.S.C. § 1692k(b)(2).
6

7 As well, the Supreme Court’s decision in *Spokeo, Inc. v. Robins*, Case No. 13-1339
8 (2014)—a case before the Court this term—could negatively affect Plaintiffs’ claims. In short, the
9 issue in *Spokeo*—whether a plaintiff has standing to seek statutory damages absent actual harm—
10 could change the framework within which Plaintiffs must prove damages. In contrast to continued
11 litigation, the settlement provides both Plaintiffs and absent class members immediate, guaranteed
12 relief.
13

14 Given these considerations, approval of the settlement is appropriate to avoid the
15 uncertainties of continued litigation. *See Catala v. Resurgent Capital Servs., L.P.*, No. 08-2401,
16 2010 WL 2524158, at *3 (C.D. Cal. June 22, 2010) (“In most situations, unless the settlement is
17 clearly inadequate, its acceptance and approval are preferable to lengthy and expensive litigation
18 with uncertain results.”).
19

20 **D. The cash relief afforded by the settlement—when compared to the**
21 **limitations on damages imposed by the FDCPA—favors approval.**

22 In evaluating the fairness of the consideration offered in settlement, it is not the role of the
23 Court to second-guess the negotiated resolution of the parties. “[T]he court’s intrusion upon what
24 is otherwise a private, consensual agreement negotiated between the parties to a lawsuit must be
25 limited to the extent necessary to reach a reasoned judgment that the agreement is not the product
26 of fraud or overreaching by, or collusion between, the negotiating parties, and that the settlement,
27 taken as a whole, is fair, reasonable and adequate to all concerned.” *Hanlon*, 150 F.3d at 1027
28 (quoting *Officers for Justice v. Civil Serv. Comm’n*, 688 F.2d 615, 626 (9th Cir. 1982)). The issue

1 is not whether the settlement could have been better in some fashion, but whether it is fair:
2 “Settlement is the offspring of compromise; the question we address is not whether the final
3 product could be prettier, smarter or snazzier, but whether it is fair, adequate and free from
4 collusion.” *Id.*

5
6 Here, the settlement provides cash relief to class members in excess of the limits imposed
7 by the FDCPA. In particular, the FDCPA limits statutory damages to a maximum of 1% of
8 Defendant’s net worth. *See* 15 U.S.C. § 1682k(A)(2)(B). While the parties may disagree about the
9 proper way to calculate Defendant’s net worth, by making payments of at least \$14.84 to each
10 participating class member, Defendant will pay a total of \$13,610.00 to class members—an
11 amount that exceeds 1% of Defendant’s net worth as defined by *Sanders v. Jackson*, 209 F.3d 998,
12 1004 (7th Cir. 2000) (“net worth” within meaning of § 1692k means “balance sheet or book value
13 net worth” of assets minus liabilities); *see also* ECF No. 49-2 (declaration from Defendant’s
14 President and sole shareholder that the settlement fund of \$13,610 “exceeds 1% of Defendant’s
15 net worth at any time during the pendency of this action, as well as the present”).

16
17 Further, the settlement compares favorably to other FDCPA class recoveries. For example,
18 just recently, courts around the country have preliminarily or finally approved nearly identical
19 FDCPA class action settlements in which the named plaintiffs will receive full statutory damages,
20 class members will receive amounts ranging from \$10 to \$15, and the defendants similarly agreed
21 to change their collection practices going forward. *See Chamberlin v. Mullooly, Jeffrey, Rooney &*
22 *Flynn, LLP*, No. 15-02361, ECF No. 36 (D.N.J. Feb. 9, 2016) (preliminary approval for class
23 members to receive approximately \$12.62 and plaintiff to receive \$1,500 in statutory damages and
24 in recognition of her service to the class); *Kemper v. Andreu, Palma & Andreu, PL*, No. 15-21226,
25 Doc. 36 (S.D. Fla. Jan. 11, 2016) (preliminary approval for \$10 per class member and \$1,000 to
26 named plaintiff); *Whitford v. Weber & Olcese, P.L.C.*, No. 15-400, 2016 WL 122393 (W.D. Mich.

1 Jan. 11, 2016) (final approval for \$10 per class member and \$1,00 for plaintiff); *Garza v. Mitchell*
2 *Rubenstein & Assocs., P.C.*, No. 15-1572, 2015 WL 9594286 (D. Md. Dec. 28, 2015) (preliminary
3 approval for \$12.50 per class member, \$1,000 to plaintiff, and change to defendant's form letter);
4 *Baldwin v. Glasser & Glasser, P.L.C.*, No. 15-490, 2015 WL 7769207 (E.D. Va. Dec. 1, 2015)
5 (preliminary approval for \$15 per class member and \$1,500 to plaintiff).
6

7 As well, other FDCPA class settlements similarly support approval. *See* ECF No. 44 at 14-
8 15 (collecting cases); *see also Paxson v. Blatt, Hassenmiller, Leibsker & Moore, LLC*, No. 15-
9 01488, ECF No. 40 (N.D. Ill. Oct. 16, 2015) (preliminarily approving settlement fund of
10 \$10,666.67 for the benefit of 2,015 class members, or approximately \$5.29 per class member);
11 *Dispennett v. Frederick J. Hanna & Associates, P.C.*, No. 15-636, ECF No. 37 (W.D. Pa. Sept.
12 21, 2015) (preliminarily approving \$4,500 settlement fund benefitting 807 class members in the
13 amount of \$5.57 per class member). In sum, because class members will receive statutory damages
14 in excess of what they could receive had Plaintiffs prevailed at trial and on appeal, and considering
15 their recovery in relation to other similar FDCPA settlements, the settlement here is fair,
16 reasonable, and adequate, and should be approved by this Court.
17

18
19 **E. The settlement serves the public interest.**

20 Because there is a strong public interest in encouraging settlement of complex litigation
21 and class action suits, which are notoriously difficult and unpredictable, and because settlement
22 conserves judicial resources, this settlement serves the public interest. *See Date v. Sony Elecs.,*
23 *Inc.*, No. 07-15474, 2013 WL 3945981, at *12 (E.D. Mich. July 31, 2013) ("There do not appear
24 to the Court to be any countervailing public interests that would suggest that the Court should
25 disapprove the Settlement Agreement and, significantly, no one has come forward to suggest one
26 to the Court. This factor weighs in favor of final approval.").

1 Moreover, the settlement here further serves the public interest by ensuring that
2 Defendant's initial debt collection letters will comply with 15 U.S.C. § 1692g(a)(4) going forward.
3 As well, by virtue of the distribution of class notice in connection with this settlement, class
4 members are now aware of their rights under the FDCPA. As indicated in Plaintiffs' preliminary
5 approval motion, this is quite significant, as many FDCPA class members are often completely
6 unaware of their rights under the statute, or that those rights may have been violated. *See* ECF No.
7 44 at 16 (collecting cases).
8

9 **F. The positive reaction of the class favors final approval.**

10 “It is established that the absence of a large number of objections to a proposed class action
11 settlement raises a strong presumption that the terms of a proposed class settlement action are
12 favorable to the class members.” *DirectTV*, 221 F.R.D. at 529 (collecting cases). “Thus, here, the
13 Court may appropriately infer that a class action settlement is fair, adequate, and reasonable when
14 few class members object to it.” *Bellinghausen v. Tractor Supply Co.*, 306 F.R.D. 245, 258 (N.D.
15 Cal. 2015) (Corley, J.) (class's favorable reaction supported settlement approval when no members
16 objected and only nine excluded themselves).
17

18 As set forth above, the settlement administrator disseminated the Court-approved notice
19 via U.S. Mail to 930 class members. To date, none has objected to the settlement, and only six
20 have excluded themselves. In addition, Defendant served written notice of the settlement on the
21 United States Attorney General and the Attorneys General of Arizona, California, Kansas,
22 Michigan, Missouri, New York, Oregon, Texas, Utah, Virginia, and Washington. As of this filing,
23 no objections have resulted from the CAFA notice either, further supporting the approval of the
24 Settlement.
25
26
27
28

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

Conclusion

Plaintiffs respectfully request that this Court grant final approval the above-described class action settlement and enter the order submitted concurrently herewith. As noted, neither Defendant, nor any class members to date, oppose the relief requested herein.

Dated: March 21, 2016

Respectfully submitted,

/s/ Aaron D. Radbil
Aaron D. Radbil (*pro hac vice*)
Greenwald Davidson Radbil PLLC
106 East Sixth Street, Suite 913
Tel: (512) 322-3912
Fax: (561) 961-5684
aradbil@gdrllawfirm.com

Ryan Lee, Esq. (SBN: 235879)
LAW OFFICES OF RYAN LEE, PLLC
7150 E. Camelback Road, Suite 444
Scottsdale, AZ 85251
Phone: (323) 524-9500 ext. 1
Fax: (323) 524-9502
ryan@ryanleepllc.com

CERTIFICATE OF SERVICE

I certify that a copy of the foregoing was filed electronically on March 21, 2016, via the Court Clerk’s CM/ECF system, which will provide notice to all counsel of record.

/s/ Aaron D. Radbil
Aaron D. Radbil