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8 *and the Putative Class*
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10 **SUPERIOR COURT FOR THE STATE OF CALIFORNIA**

11 **COUNTY OF SACRAMENTO**

12 **KYLE RODRIGUEZ**, on behalf of himself and
13 all others similarly situated,

14 Plaintiff,

15 vs.

16
17 **RIVER CITY BANK**, a California Corporation;
and John Does 1-10,

18 Defendants.
19
20
21

CASE NO. 34-2021-00296612-CU-BC-GDS

**MEMORANDUM OF POINTS AND
AUTHORITIES IN SUPPORT OF
PLAINTIFF'S MOTION FOR ORDER
GRANTING FINAL APPROVAL OF
CLASS ACTION SETTLEMENT**

Date: October 26, 2022

Time: 9:00 a.m.

Judge: Christopher Krueger

Dept.: 54

Complaint filed: March 16, 2021

Trial date: none set

1 **I. INTRODUCTION**

2 Plaintiff Kyle Rodriguez (“Plaintiff” or “Class Representative”) seeks final approval of a
3 Settlement Agreement and Release (“Settlement Agreement” or “SA”)¹ reached with Defendant River
4 City Bank (“Defendant” or “River City” or “the Bank”). On April 26, 2022, this Court preliminarily
5 approved the Settlement and found that it appeared to be “the product of serious, informed, non-collusive
6 negotiations; that it does not improperly grant preferential treatment to any individual or segment of the
7 Class; and that its terms appear to be fair, reasonable, and adequate.” See Revised Order Granting Motion
8 for Preliminary Approval of Class Action Settlement dated April 26, 2022 (“Preliminary Approval Order”
9 or “PA Order”). The \$140,000 settlement is a fair compromise and a good result for the class considering
10 the risks and costs of continued litigation, particularly in view of the Court’s order sustaining the Bank’s
11 demurrer as to five of Plaintiff’s seven causes of action. Each of the 16,340 participating Class Members
12 will receive a \$3.60 payment, which is a better result, on a per class member basis, than many comparable
13 data breach cases. The Bank had also already offered and provided, at its sole expense, two years of credit
14 monitoring and related services to all affected Class Members. After a comprehensive notice program,
15 Settlement Class Members’ response has been overwhelmingly positive—only 77 out of the 16,417 Class
16 Members opted out, and only one Settlement Class Member objected.² See Declaration of Bryn Bridley
17 with Respect to Notice Administration (“Bridley Decl.”), filed herewith, at ¶¶ 12-13, and **Exhibits B** and
18 **C**. The nearly universally positive reaction of the Class demonstrates that the Settlement provides
19 meaningful benefits to the Settlement Class, is fair, reasonable, and adequate, and the Court should grant
20 final approval.

18 **II. SUMMARY OF ACTION**

19 **A. Factual and Procedural History**

20 Plaintiff filed this class action on March 16, 2021, bringing claims arising from an incident that
21 occurred on or about September 29, 2020, whereby a Bank employee was alleged to have downloaded
22 Bank customer data to a personal storage drive that was conveyed to a third party. Declaration of Julian
23 Hammond ISO Motion for Preliminary Approval (“Hammond Prelim. Decl.”), filed March 17, 2022, ¶
24 14. A First Amended Complaint (FAC) was thereafter filed on March 28, 2021. Id. ¶ 15. The FAC alleges
25 seven causes of action against the Bank arising from the alleged data breach incident: (1) negligence; (2)

26 ¹ A copy of the Settlement Agreement is attached as **Exhibit 1** to the Proposed Order, filed herewith.

27 ² The lone objection, which objects to the requested attorneys’ fees and administration costs on the grounds
28 that these amounts are not in proportion to Class Member payments, is meritless, as discussed in Plaintiff’s
Motion for Attorney’s Fees and Costs, filed herewith.

1 negligence per se; (3) bailment; (4) breach of implied contract; (5) violation of the Unfair Competition
2 Law (“UCL”) set forth in Business & Professions Code § 17200; (6) violation of the California Customer
3 Records Act (“CRA”) set forth in Civil Code § 1798.80 et seq.; and (7) violation of the California
4 Consumer Protection Act (“CCPA”) set forth in Civil Code § 1798.100 et seq., specifically § 1798.150.
5 Id. ¶ 15.

6 On July 9, 2021, the Bank demurred to the first, second, third, fifth, sixth and seventh causes of
7 action of the Complaint; and moved to strike certain allegations and requests for relief from the Complaint.
8 A hearing was held on September 2, 2021, after which the Court issued an Order sustaining the Bank’s
9 demurrer to the second, third, fifth, sixth, and seventh causes of action, overruling the Bank’s demurrer to
10 only the first cause of action for negligence. The Court granted Plaintiff Rodriguez leave to amend the
11 fifth, sixth and seventh causes of action. Hammond Prelim. Decl. ¶¶ 16-18.

12 Following the Court’s rulings on Defendant’s demurrer and motion to strike, Plaintiff recognized
13 that the potential recovery in the case had been significantly limited, and it was unclear whether Plaintiff
14 would be able to successfully amend the FAC in a manner that could withstand a further demurrer. Id. ¶
15 19. If Plaintiff was unsuccessful, he would only be able to pursue the two remaining causes of action, for
16 negligence and breach of implied contract. While the cause of action based on the CCPA would have
17 authorized the recovery of statutory damages, the negligence and implied contract causes of action would
18 require not only proof pertaining to liability, but also proof of actual damages suffered by Plaintiff and
19 each Class Member, which could vary considerably and potentially impact class certification. Id. ¶ 20. The
20 Bank had also already offered and provided, at its sole expense, two years of credit monitoring and related
21 services to any affected customer who desired such services. Id. ¶ 21. At the same time, the Bank
22 recognized that the lawsuit still presented some risks and that the costs of defending the lawsuit could be
23 substantial. *Id.* In view of the circumstances, shortly after issuance of the Court’s order, the Parties entered
24 into intensive, arms-length settlement negotiations. Id. ¶ 22-23. During the course of the negotiations
25 counsel for the Bank shared pertinent information regarding the details of the September 29th data breach
26 and the Bank’s investigation thereof, which suggested that actually proving that the Bank’s data security
27 procedures were infirm and that Bank customer data had been misused by nefarious actors who caused
28 damage, could be difficult. Id. ¶ 23. Given the significant hurdles likely to be faced by Plaintiff in
maintaining the only two claims remaining in the case, settlement of the case at this juncture appeared to
be in the best interest of the Class. Id. ¶ 24. The parties thereupon reached the basic terms of a settlement,
which were presented to the Court for approval on March 17, 2022.

1 **B. The Court’s Preliminary Approval of the Settlement**

2 On April 26, 2022, this Court preliminarily approved the Settlement. *See* PA Order. In the
3 Preliminary Approval Order, the Court found that the proposed Settlement appeared to be “the product of
4 serious, informed, non-collusive negotiations; that it does not improperly grant preferential treatment to
5 any individual or segment of the Class; and that its terms appear to be fair, reasonable, and adequate.” *Id.*
6 Nothing that has occurred since the PA Order calls the Court’s preliminary findings into question. Indeed,
7 all developments since that date confirm that the Settlement should receive final approval.

8 **III. SUMMARY OF SETTLEMENT TERMS**

9 The preliminarily approved Settlement Class is defined as:

10 All of the Bank’s customers who are natural persons (i.e., excluding entities such as
11 corporations, partnerships, limited liability companies, limited liability partnerships and
12 trusts) with California mailing addresses, whose Personal Information was, on or about
13 September 27-29, 2020, transferred, copied or stored on a storage drive or storage service
14 not authorized by the Bank and/or was accessed by a person not authorized by the Bank;
15 provided, however, that the following are excluded from the Class: (i) the Bank; (ii) any
16 entity in which the Bank has a controlling interest; (iii) the Bank’s officers, directors, and
17 attorneys; (iv) any judge or judicial officer presiding over this matter and the members of
18 their immediate families; and (v) any individual or entity that timely and validly opts-out
19 from the Class.

20 PA Order ¶ 8. If the Settlement is finally approved, the \$140,000 Settlement Fund will be distributed as
21 follows: (1) \$2,500 to Plaintiff as a Service Award for his role as Class Representative; (3) Class Counsel
22 attorneys’ fees in the amount of \$49,000 and costs in the amount of \$4,619.84; (4) the Settlement
23 Administrator costs in the amount of \$25,000; and (5) payments to the Settlement Class Members who did
24 not exclude themselves from the Settlement as described below. PA Order ¶ 4.

25 The SA does not include a claims process—rather each Settlement Class Member will
26 automatically receive his or her equal share of the Net Settlement Amount. PA Order ¶ 4. No amount of
27 the Settlement Fund will revert to River City; any payments to Class Members not accepted within six
28 months will be donated to Bet Tzedek as the *cy pres* beneficiary. PA Order ¶ 4; *see also* Cal. Civ. Proc.
Code § 384 (appropriate *cy pres* recipient is non-profit entity that furthers purposes of the underlying
action or promotes justice for all Californians). In consideration of the Settlement benefits described above,
Plaintiff and each Settlement Class Member will release River City from all claims alleged against the
Bank in the operative Complaint (i.e., the FAC). SA ¶ 37.

29 **IV. THE CLASS RECEIVED ADEQUATE NOTICE OF THE SETTLEMENT**

30 To protect the rights of absent Settlement Class Members, the Settlement Class must be provided
31 with the best notice practicable. *See Philips Petroleum Co. v. Shutts*, 472 U.S. 797, 811-12 (1985)

1 (provision of “best practicable” notice with description of the litigation and explanation of opt-out rights
2 satisfies due process); *Wershba v. Apple Computers, Inc.*, 91 Cal.App.4th 224, 251-52 (2001). California
3 law vests the court with discretion to fashion an appropriate notice program. Cal. Civ. Code § 1781;
4 *Martorana v. Marlin & Saltzman*, 175 Cal.App.4th 685, 695 (2009) (“a trial court in a class action has
5 virtually complete discretion as to the manner of giving notice to class members”) (citations and internal
6 quotation marks omitted); *Cartt v. Sup. Ct.*, 50 Cal.App.3d 960, 973-74 (1975).

7 The Court-approved notice program has now been fully implemented, such that Settlement Class
8 Members were provided with sufficient notice of the Settlement, including information on how they could
9 exercise their option to opt out of or object to the Settlement. On May 5, 2020, the Settlement
10 Administrator received contact information for 16,417 putative Class Members. Bridley Decl. ¶ 4. The
11 Class List was processed through the National Change of Address databank maintained by the United
12 States Postal Service (USPS) prior to dissemination of notice. *Id.* ¶ 5. On May 26, 2022, the Settlement
13 Administrator mailed the Court-approved Notice (Long Form) of Proposed Settlement of Class Action
14 Regarding River City Bank Data Breach (“Class Notice” or “Notice”) by U.S. first class mail to 8,754
15 Class Members and by electronic mail to the 7,663 Class Members whose email addresses were included
16 in the Class List. *Id.* ¶ 6. As a result of skip tracing and other diligent efforts to obtain accurate contact
17 information, notice was successfully delivered to 15,803 of the 16,417 Class Members, or 96.3% of the
18 Class. *Id.* ¶ 11. This is an extraordinarily high direct notice deliverability. *See* Federal Judicial Center,
19 Judge’s Class Action Notice and Claims Process Checklist and Plain Language Guide (2010), at 3 (“The
20 lynchpin in an objective determination of the adequacy of a proposed notice effort is whether all the notice
21 efforts together will reach a high percentage of the class. It is reasonable to reach between 70-95%. A
22 study of recent published decisions showed that the median reach calculation on approved notice plans
23 was 87%”).

24 **V. SETTLEMENT CLASS OVERWHELMINGLY SUPPORTS SETTLEMENT**

25 The deadline for Settlement Class Members to submit an objection or exclusion request was July
26 11, 2022. Bridley Decl. ¶¶ 12-13. In response to the Notice, 0.04% of the Class (77 of 16,417 Class
27 Members) opted out; and one Class Member objected to the requested attorneys’ fees and administration
28 costs. *Id.* and **Exhibits B and C**. As discussed in the Motion for Attorney’s Fees and Costs, filed herewith,
the lone Objection has no merit and should be overruled. The overwhelmingly positive response rate
evidences strong support of the Settlement.

1 **VI. THE COURT SHOULD GRANT FINAL APPROVAL**

2 **A. Legal Standard**

3 The law favors settlement, particularly in complex cases, such as class actions where substantial
4 resources can be conserved by avoiding the delay, costs, and attendant risks of further litigation. *See 7-*
5 *Eleven Owners for Fair Franchising v. Southland Corp.*, 85 Cal.App.4th 1135, 1151 (2000). Accordingly,
6 when evaluating a class action settlement for final approval, the Court should give “[due] regard to what
7 is otherwise a private consensual agreement between the parties.” *Wershba*, 91 Cal.App.4th at 245. The
8 Court’s inquiry, thus, is limited to whether the proposed settlement is “fair, adequate and reasonable.” *Id.*
9 at 244-45; *Dunk v. Ford Motor Co.*, 48 Cal.App.4th 1794, 1801 (1996). A settlement is “fair, adequate
10 and reasonable” warranting final approval when “the interests of the class are better served by the
11 settlement than by further litigation.” Manual for Complex Litigation § 21.61 (4th ed. 2008).

12 **B. The Settlement Is Presumptively Fair, Reasonable, and Adequate**

13 A settlement agreement is presumptively fair when it is (1) the product of arm’s-length bargaining;
14 (2) supported by sufficient investigation and/or discovery to allow assessment of plaintiff’s claims; (3)
15 supported by experienced counsel; and (4) subject to only a small percentage of objections. *Cellphone*
16 *Fee Termination Cases*, 186 Cal.App.4th 1380, 1389 (2010) (citations omitted); *Chavez v. Netflix, Inc.*,
17 162 Cal.App.4th 43, 52-53 (2008) (same). Thus, the Settlement is presumptively fair.

18 First, the parties executed the Settlement Agreement only after they had engaged in extensive
19 informal discovery and investigation and motion practice upon the filing by Defendant of its demurrer and
20 motion to strike. After this Court’s ruling mostly sustaining the demurrer, the parties engaged in informed,
21 extensive arm’s-length negotiations and thereafter engaged in informal confirmatory discovery.
22 Hammond Prelim. Decl. ¶¶ 19-23; *see also Wershba*, 91 Cal.App.4th at 245 (the fact that “settlement was
23 the product of extensive and hard-fought adversarial negotiations between the parties” supported a finding
24 of presumptive fairness). The parties’ informal and confirmatory discovery allowed them to adequately
25 assess the merits of Plaintiff’s claims and River City’s defenses, and was sufficient to allow counsel to
26 “make an informed decision about settlement.” *Barani v. Wells Fargo*, No. 12CV2999-GPC (KSC), 2014
27 WL 1389329, at *5 (S.D. Cal. Apr. 9, 2014); *Chavez*, 162 Cal.App.4th at 53. Indeed, the Court has already
28 found that the Settlement “appears to be the result of serious, informed, non-collusive negotiations . . . and
that its terms appear to be fair, reasonable, and adequate.” PA Order ¶ 5.

29 Second, Class Counsel strongly support the Settlement based on their extensive experience
30 litigating consumer class actions. Class Counsel are highly experienced class action attorneys and were
31 well informed to adequately assess the Settlement benefit against the risk, delay, and costs of further
32 litigation.

1 litigation. Class Counsel has been designated as adequate class counsel by numerous California state and
2 federal courts. Declaration of Julian Hammond in support of Plaintiffs’ Motion for Order Granting Final
3 Approval of Class Action Settlement and Motion for Attorneys’ Fees, Costs, and Service Award for Class
4 Representative (“Hammond Final Decl.”), filed herewith, ¶¶ 19-23.

5 Third, the Class overwhelmingly supports the Settlement, further supporting a presumptive finding
6 of fairness. Only a single Class Member has objected, and only 77 Class Members opted out of the
7 Settlement. Bridley Decl. ¶¶ 12-13. “[T]he absence of a large number of objections to a proposed class
8 action settlement raises a strong presumption that the terms of a proposed class settlement action are
9 favorable to the class members.” *Nat’l Rural Telecomm. Coop. v. DIRECTV, Inc.*, 221 F.R.D. 523, 529
(C.D. Cal. 2004).

10 **C. All Relevant Factors Support Final Approval**

11 In addition to the Settlement’s presumptive fairness, other factors courts frequently consider
12 strongly favor final approval, including: (1) the amount offered in settlement; (2) the risks inherent in
13 continued litigation; (3) the extent of investigation and discovery completed and the stage of proceedings
14 when settlement was reached; (4) the experience and views of class counsel; and (5) the reaction of class
15 members. *See Wershba*, 91 Cal.App.4th at 244-45; *In re Microsoft I-V Cases*, 135 Cal.App.4th 706, 723
(2006); *see also Lane v. Facebook*, 696 F.3d 811, 819 (9th Cir. 2012). The Settlement Agreement satisfies
16 all of these factors.

17 **1. The Settlement’s Substantial Benefits to the Class Favors Final Approval**

18 The proposed Settlement creates a \$140,000 non-reversionary fund that will pay (i) Class Counsel
19 for their fees in an amount of \$49,000 and litigation costs in the amount of \$4,619.84; (ii) a service award
20 to Plaintiff in an amount of \$2,500; and (iii) costs to the Settlement Administrator in an amount of \$25,000.
21 After deduction of these amounts, subject to Court approval, the \$58,880.16 Net Settlement Amount will
22 be automatically distributed to the 16,340 Class Members who did not opt out. Bridley Decl. ¶ 14. Each
23 Class Member will receive approximately \$3.60. *Id.* This is a significant in comparison to the per capita
24 payment per class member in other data breach cases over the past several years. Hammond Prelim. Decl.
25 ¶¶ 26-28. In addition to these monetary awards, the Bank has already offered to provide 2 years of free
26 credit monitoring. *Id.* ¶ 29. The Settlement maximizes the benefits paid to the Settlement Class by
27 eliminating the burden and expense associated with a claims process.

28 **2. The Strength of Plaintiff’s Case and The Risk, Expense, Complexity, and Likely Duration of Further Litigation Favors Final Approval**

Any proposed settlement must necessarily be discounted to account for the litigation risks and

1 uncertainties presented by continued litigation. *See Wershba*, 91 Cal.App.4th at 246 (“[t]he proposed
2 settlement is not to be judged against a hypothetical or speculative measure of what might have been
3 achieved had plaintiffs prevailed at trial”); *7-Eleven Owners for Fair Franchising*, 85 Cal.App.4th at 1150
4 (“the merits of the underlying class claims are not a basis for upsetting the settlement of a class action”);
5 *Dunk*, 48 Cal.App.4th at 1801. Settlement resolves that inherent uncertainty and is, therefore, strongly
6 favored, particularly in class actions. *See Van Bronkhorst v. Safeco Corp.*, 529 F.2d 943, 950 (9th Cir.
1976); *Cotton v. Hinton*, 559 F.2d 1326, 1330-31 (5th Cir. 1977).

7 Further litigation of this case poses real risks for a number of reasons, and would result in
8 significant additional costs and delay. First, the Court’s rulings on Defendant’s demurrer and motion to
9 strike significantly reduced the overall strength of Plaintiff’s case. Following the Court’s ruling, it was
10 unclear whether Plaintiff would be able to successfully amend the FAC, given the legal deficiencies
11 decided by the Court. Hammond Prelim. Decl. ¶ 30. Moreover, if Plaintiff was unsuccessful in amending
12 his Complaint, he would only be able to pursue two causes of action, for negligence and breach of implied
13 contract. *Id.* While the cause of action based on the CCPA would have authorized the recovery of statutory
14 damages, the negligence and implied contract causes of action would require not only proof pertaining to
15 liability, but also proof of actual damages suffered by Plaintiff and each Class Member, which could vary
16 considerably and potentially impact class certification. *Id.* If Defendant were to then challenge
certification, time would have to be allocated to complete class discovery, resolve discovery issues, and
extensive class-related briefing. *Id.* ¶ 31.

17 Even assuming class certification would be granted, Plaintiff would have to conduct merits
18 discovery, and face dispositive motions, trial preparation, and trial. There would be a risk of unfavorable
19 rulings on the merits and the cost of such litigation would be substantial. Furthermore, it could delay the
20 final outcome by several years and put Settlement Class Members at risk of recovering nothing at all. *Id.*

21 Additionally, even if a class was certified and a judgment obtained, there are also risks surrounding
22 recovery and damages. Hammond Prelim. Decl. ¶ 31. As with most complex consumer class actions, a
23 dispositive order or final judgment as to liability, damages, and/or restitution is unlikely to end the
24 litigation. In class action litigation, such as this one, the losing party is likely to appeal. *See, e.g., Chau*
25 *v. Starbucks Corp.*, 174 Cal.App.4th 688, 706-07 (2009) (appellate court reversal of \$86 million restitution
26 award to certified class). This would cause further delay and expense, and final outcome would be
27 uncertain. In contrast, this Settlement will conserve the resources of the parties and the Court and provide
28 Settlement Class Members with a certain and meaningful recovery, as discussed above.

Thus, the significant and immediate relief provided by this Settlement amount is commensurate

1 with the risks presented by Defendant’s defenses and the inherent uncertainties of continued litigation.

2 **3. The Parties’ Investigation Favors Final Approval**

3 “[T]he extent of discovery completed and the stage of the proceedings” are factors considered in
4 assessing the fairness, adequacy, and reasonableness of a class action Settlement. *Dunk*, 48 Cal. App. 4th
5 at 1801. “This factor evaluates whether the parties have sufficient information to make an informed
6 decision about settlement.” *In re LinkedIn User Privacy Litig.*, 309 F.R.D. 573, 588 (N.D. Cal. 2015)
7 (citations and internal quotation marks omitted). Prior to filing the Complaint, Class Counsel conducted
8 an extensive investigation into Plaintiff’s claims against River City stemming from the data breach incident
9 at issue in this case. Hammond Final Decl. ¶ 14. After the Complaint’s filing, the Parties continued to
10 research and evaluate the factual and legal strengths and weaknesses of their respective cases, including
11 in light of extensive motion practice, informal and confirmatory discovery, and this Court’s rulings. *Id.* ¶
12 16. The pre-filing investigation Class Counsel conducted, and the extensive motion practice followed by
13 this Court’s rulings and informal and confirmatory discovery, put the Parties and their counsel in a position
14 to make an informed decision regarding settlement. *See also 7-Eleven Owners for Fair Franchising*, 85
15 Cal.App.4th at 1150 (As long as the parties have sufficient information to make an informed decision
16 about settlement, formal discovery is not necessarily required); *In re LinkedIn*, 309 F.R.D. at 588 (“Formal
17 discovery is not a requirement for final settlement approval”).

16 **4. Counsel’s Experience and Endorsement of the Settlement Favors Final Approval**

17 The endorsement of experienced and well-informed counsel of a settlement as fair, reasonable, and
18 adequate is entitled to significant weight. *See Dunk*, 48 Cal.App.4th at 1801-02; *see also Larsen v. Trader*
19 *Joe’s Company*, No. 11-cv-05188-WHO, 2014 WL 3404531, at *5 (N.D. Cal. July 11, 2014) (“A [trial]
20 court is entitled to give consideration to the opinion of competent counsel that the settlement is fair,
21 reasonable, and adequate”) (citations and internal quotation marks omitted). Here, Class Counsel has
22 significant experience litigating consumer class actions and endorse the Settlement as being fair, adequate,
23 and reasonable, in the Class’s best interest, and an excellent result for the Class. Hammond Final Decl. ¶
24 20-23. Accordingly, this endorsement weighs in favor of final approval.

24 **5. Settlement Class Members’ Positive Reaction Supports Final Approval**

25 The overwhelmingly positive response of the Class to the Settlement strongly favors final approval.
26 *DirectTV, Inc.*, 221 F.R.D. at 529 (“It is established that the absence of a large number of objections to a
27 proposed class action settlement raises a strong presumption that the terms of a proposed class settlement
28 action are favorable to the class members.”). As discussed above, notice was successfully delivered to

1 over 96% of the Class Members. Bridley Decl. ¶ 11. Only 77 Class members opted out, and only one
2 Class Member has objected. Bridley Decl. ¶¶ 12-13. This is an overwhelmingly positive Class response.
3 *See 7-Eleven Owners for Fair Franchising*, 85 Cal.App.4th at 1152-53 (response of absent class members
4 was “overwhelmingly positive” where only 1.5% elected to opt-out).

5 **VII. CONCLUSION**

6 The Settlement provides monetary benefits to Settlement Class Members that are demonstrably
7 fair when weighed against the significant potential risks, delays, and costs of continued litigation. The
8 Settlement is supported by a robust investigation and motion practice, is the produce of arm’s-length
9 negotiations, and is endorsed by experienced and qualified Class Counsel, as well as the Class.
10 Accordingly, Plaintiff requests that the Court grant final approval of the Settlement as fair, reasonable, and
11 adequate.

12 Dated: September 30, 2022

HAMMONDLAW, P.C.

13
14 By: 
Julian Hammond

15 *Attorneys for Plaintiff Kyle Rodriguez and the Putative*
16 *Class*