

IN THE DISTRICT COURT OF DOUGLAS COUNTY, NEBRASKA

OMAR JONES and SHANNON
WHITEHEAD, individually and
on behalf of all others similarly situated,

CASE NO.: D01CI200009724

Plaintiffs,

v.

USAA GENERAL INDEMNITY
COMPANY, GARRISON PROPERTY
AND CASUALTY INSURANCE
COMPANY, UNITED SERVICES
AUTOMOBILE ASSOCIATION, and
USAA CASUALTY INSURANCE
COMPANY,

Defendants.

**ORDER PRELIMINARILY APPROVING
CLASS ACTION SETTLEMENT**

Plaintiffs Omar Jones and Shannon Whitehead (“Plaintiffs” or “Class Representatives”), individually and as representatives of the Settlement Class defined below, and Defendants United Services Automobile Association (“USAA”), USAA Casualty Insurance Company (“CIC”), USAA General Indemnity Company (“GIC”), and Garrison Property and Casualty Insurance Company (“Garrison”) (collectively, the “USAA Entities” or “Defendants”), have entered into a Class Action Settlement Agreement, including Exhibits 1-5 incorporated therein (the “Settlement Agreement”), to settle the above-captioned lawsuit (the “Action” or the “*Jones* Action”).¹ The Settlement Agreement sets forth the terms and conditions for a proposed Settlement and dismissal with prejudice of the Action.

¹ The Settlement Agreement is hereby incorporated by reference in this Order, and all terms and phrases used in this Order shall have the same meaning as in the Settlement Agreement.

The Court has carefully considered the Motion for Preliminary Approval and related papers, the Settlement Agreement, and the record in this case. The Court hereby gives its preliminary approval to the Settlement and the Settlement Agreement; finds that the Settlement and Settlement Agreement are sufficiently fair, reasonable, and adequate to allow dissemination of notice of the Settlement to the Settlement Class and to hold a Final Approval Hearing; orders that notice be sent to the Settlement Class in accordance with the Settlement Agreement; and schedules a Final Approval Hearing to determine whether the proposed Settlement is fair, reasonable, and adequate.

BACKGROUND

1. Omar Jones filed this Action against GIC on November 23, 2020. On March 25, 2022, Plaintiff Whitehead filed a putative class action against Garrison in the District Court of Douglas County, Nebraska, Case No. D01CI220002154 (the “*Whitehead* Action”). As a material part of this Settlement, Whitehead dismissed the *Whitehead* Action on December 21, 2022, and Jones moved for leave to file an Amended Complaint in this Action, which, among other things, added Whitehead as a Plaintiff and added USAA, CIC, and Garrison as Defendants. The intent of the Settlement is to resolve all individual and class claims in this Action and the *Whitehead* Action. As noted below, the Court grants Jones’ motion for leave to file the Amended Complaint. The Amended Complaint alleges that the USAA Entities failed to pay the full amount of Sales/Use Tax, Vehicle Regulatory Fees, and CRA Sales Tax to people who insured their vehicles under a Nebraska Automobile Insurance Policy issued by the USAA Entities, who submitted a claim for physical damage under their comprehensive or collision coverage, and whose vehicles were determined to be a total loss. The USAA Entities deny these allegations and maintain that they fully complied with their obligations under Nebraska law and their auto insurance policies.

2. The Parties vigorously litigated this Action for nearly two years, including engaging in substantial written discovery and depositions. In addition, Defendants produced to Class Counsel extensive data regarding the putative class members' claims. The parties also participated in a mediation with Michael Ungar. Furthermore, Class Counsel have litigated many similar class actions across the country and have detailed their expertise in representing plaintiffs and class members in these type of suits. Accordingly, Class Counsel are sufficiently informed of the nature of the Settlement Class Members' claims to be able to evaluate the benefits and risks of settlement and continued litigation, and to determine whether the proposed Settlement is fair, reasonable, and adequate to Settlement Class Members.

OVERVIEW OF PROPOSED SETTLEMENT

3. The USAA Entities' Maximum Monetary Obligation under this Settlement shall be limited to (a) paying Settlement Claim Payments to Qualifying Settlement Class Members, up to a maximum amount of three million one hundred twenty-five thousand dollars (\$3,125,000.00) (the "Settlement Fund"); (b) paying the reasonable costs of settlement administration and notice; (c) paying the Court-ordered Attorneys' Fees and Expenses Award, up to a maximum of \$850,000.00; and (d) paying any Court-ordered Service Awards, up to a maximum of \$5,000.00 to each Plaintiff. The USAA Entities shall not be responsible for any other payments under the Settlement. The Settlement does not require the USAA Entities to pay more than the Maximum Monetary Obligation, as further provided in Paragraphs 1 and 25 of the Settlement Agreement, and the Settlement does not provide for the payment of any "residue" other than the amounts of the checks to Qualifying Settlement Class Members that are uncashed after the Stale Date, as further provided in the Settlement Agreement and Paragraph 5 below. No liability with respect to the Agreement shall attain in favor of Plaintiffs, the Settlement Class, or Class Counsel as against

any officer, director, member, agent, or employee of the USAA Entities, but rather, Plaintiffs, the Settlement Class, and Class Counsel shall look solely to the assets of the USAA Entities for satisfaction of the Agreement.

4. Settlement Claim Payments to Qualifying Settlement Class Members shall be calculated as follows:

a. Sales Tax: Each Qualifying Settlement Class Member shall be paid the Sales Tax on the value of his or her total loss vehicle, in the amount identified in the USAA Entities' data column "SLE_TAX_USD_AMT," to the extent not already paid by the USAA Entities.

b. CRA Sales Tax: Each Qualifying Settlement Class Member who possessed CRA coverage at the time of the total loss claim shall be paid an additional 20% of the amount identified in the USAA Entities' data column "SLE_TAX_USD_AMT," to the extent not already paid by the USAA Entities.

c. Vehicle Regulatory Fees: Each Qualifying Settlement Class Member shall be paid the Vehicle Regulatory Fees, to the extent not already paid by the USAA Entities.

5. This is a claims-made settlement. Qualifying Settlement Class Members must submit a valid Claim Form to receive payment. The funds from any checks for Settlement Claim Payments that are not cashed by the time of the Stale Date (180 days after issuance) may be distributed by this Court to the Legal Aid and Services Fund pursuant to Neb. Rev. Stat. § 25-319.01. The Settlement does not provide for any other residual or *cy pres* distribution.

6. The Settlement Release is tailored to encompass the claims at issue in this Action and the *Whitehead* Action.

7. Individual Mailed Notices, based on the form and content recommended by the

Federal Judicial Center, will be sent to all Settlement Class Members. All Settlement Class Members have 60 days after the Long-Form Mailed Notice (Exhibit 2 to the Settlement Agreement) is mailed (the “Mailed Notice Date”) in which to exclude themselves from or object to the Settlement. Within 30 days after the Mailed Notice Date, a “Short-Form Mailed Notice” (Exhibit 3 to the Settlement Agreement) will be sent to those same Settlement Class Members reminding them of the upcoming deadlines. Furthermore, Class Counsel will file their petition for an award of attorneys’ fees and costs and related papers no later than thirty (30) days after the Mailed Notice Date to allow sufficient time for Settlement Class Members to evaluate their request.

8. The Settlement also provides for the creation of a content-neutral Settlement Website, maintained by the Settlement Administrator, with all relevant materials and information. In addition, the Settlement Administrator will set up an IVR/VRU telephone system containing recorded answers to frequently asked questions, along with an option permitting Settlement Class Members to speak to live operators during regular business hours or leave messages in a voicemail box.

FINDINGS AND CONCLUSIONS

9. This Court has personal jurisdiction over all Settlement Class Members and subject matter jurisdiction to approve the Settlement Agreement.

10. The Court preliminarily approves the Settlement Agreement and finds that the proposed Settlement, including but not limited to the Settlement Fund, the calculation of Settlement Claim Payments, the distribution of payments to Qualifying Settlement Class Members, the Mailed Notices, the Settlement Website, the requirements for exclusions and objections, the Release, the Attorneys’ Fees and Expenses Award, and the Service Awards, is

sufficiently fair, reasonable, and adequate to warrant preliminary approval.

11. The Court therefore finds that notice is justified because the Parties have shown that the Court likely will be able to approve the Settlement.

12. The Court has considered (1) the merits of Plaintiffs' case weighed against the terms of the settlement; (2) Defendants' financial condition; (3) the complexity and expense of further litigation; and (4) the amount of opposition to the settlement. *See In re Wireless Tel. Fed. Cost Recovery Fees Litig.*, 396 F.3d 922, 932 (8th Cir. 2005). Moreover, the Court has considered the procedural fairness to ensure the Settlement is "not the product of fraud or collusion." *Id.* at 934.

13. First, the Settlement was the product of nearly two years of litigation. Furthermore, Class Counsel believe, based on their familiarity with the extensive production of documents and data spreadsheets relevant to this Action, the significant discovery, and their institutional knowledge and experience related to total loss class action claims and the strengths and weaknesses thereof, that the settlement is fair, reasonable, and adequate. *See DeBoer v. Mellon Mortgage Co.*, 64 F.3d 1171, 1178 (8th Cir. 1995) (the opinion of experienced counsel is relevant to the fairness of a proposed settlement).

14. Second, the Settlement falls well within the range of possible approval. Settlement Class Members who submit valid Claim Forms are entitled to the full amount of damages sought in this Action, which is particularly notable given the Parties' dispute over whether actual cash value includes sales tax without precondition, and given the likely costs of continuing litigation in this Action.

15. Third, the Court finds that there are no obvious deficiencies in the Settlement. Among other things, the Settlement provides for robust individual notice and ample opportunity

for Settlement Class Members to exclude themselves from or object to any element of the Settlement, and the Release is narrowly tailored to the Settlement Class Members' claims.

16. Accordingly, notice of the proposed Settlement shall be provided to the Settlement Class as set forth herein and in the Settlement Agreement.

IT IS HEREBY ORDERED:

17. The Court preliminarily certifies, for settlement purposes only, the following Settlement Class:

All individuals and entities insured by the USAA Entities under a Nebraska automobile insurance policy whose insurance covered or covers an owned or leased vehicle under private-passenger physical damage coverage, including collision and physical damage other than collision coverage, and who made a first-party claim during the Applicable Class Period, whose vehicle was determined by the USAA Entities to be a total loss, and who received a total loss payment from the USAA Entities for the value of the totaled vehicle, but who did not receive (1) Sales Tax; and/or (2) CRA Sales Tax for those who possessed CRA Coverage on the date their vehicle was declared a total loss; and/or (3) applicable Vehicle Regulatory Fees.

Excluded from the Settlement Class are: (i) all officers, employees, and agents of the USAA Entities, Class Counsel, and their immediate family members, and (ii) any members of the judiciary assigned to the Action and their immediate families.

“Applicable Class Period” means (1) for GIC insureds, November 23, 2015 through the date of preliminary approval, and (2) for USAA, CIC, and Garrison insureds, March 25, 2017 through the date of preliminary approval.

18. The USAA Entities and the Released Persons shall retain all rights to assert that the Action may not be certified as a class action except for settlement purposes.

19. Should this Settlement not become Final, the Parties will be returned to the *status quo ante* as of June 22, 2022, as provided below and in Paragraphs 7, 51, and elsewhere in the Settlement Agreement.

20. In accordance with the Settlement, Plaintiff Jones has moved for leave to file an

Amended Complaint. The Court grants the motion. The USAA Entities are not obligated to answer or otherwise respond to the Amended Complaint. If the Settlement does not become Final, the Amended Complaint shall be withdrawn as further set forth in Paragraph 5 of the Settlement Agreement; the original *Jones* Complaint shall become the operative complaint; and the Parties shall be returned to the *status quo ante* as of June 22, 2022. The Amended Complaint shall not be offered, received, or construed as an admission or as evidence by any Person for any purpose (in this Action or any other proceeding), including but not limited to an admission by the USAA Entities of liability or the truth of the allegations of the Amended Complaint or of the certifiability of a litigation class. Furthermore, the USAA Entities shall retain the right to assert any and all defenses and claims in this Action and the *Whitehead* Action (including all defenses to the certifiability of a litigation class), and Plaintiffs and Class Counsel shall not argue that the USAA Entities are barred from asserting those defenses or claims due to waiver, estoppel, or similar arguments.

21. The Court appoints Omar Jones and Shannon Whitehead as Class Representatives. The Court finds that Jones and Whitehead will fairly and adequately represent the interests of the Settlement Class.

22. The Court appoints the following as Class Counsel:

LEVY CRAIG LAW FIRM
Shane C. Mecham NE #26529
smecham@levycraig.com
4520 Main Street, Suite 1600
Kansas City, Missouri 64111
(816) 474-8181

Amy L. Judkins
Florida Bar No.: 125046
NORMAND PLLC
3165 McCrory Place, Ste. 175
Orlando, FL 32803

Tel: 407-603-6031
amy.judkins@normandpllc.com

The Court finds that Class Counsel will fairly and adequately represent the interests of the Settlement Class. Class Counsel have demonstrated extensive knowledge of the facts and legal issues in this case, and have served as Class Counsel in many other similar class action suits across the country.

23. The Court finds, for purposes of preliminary approval and for settlement purposes only, that Neb. Rev. Stat. § 25-619 has been satisfied, in that (a) Members of the Settlement Class are so numerous as to make joinder of all Settlement Class Members impracticable; (b) there are questions of law or fact common to Members of the Settlement Class that predominate over individual questions; and (c) Plaintiffs and Class Counsel have represented and will adequately represent the interests of absent Settlement Class Members, and there are no conflicts between Plaintiffs and Settlement Class Members or among Settlement Class Members.

24. The Court appoints JND Legal Administration as the Settlement Administrator, which shall administer the Settlement in accordance with the terms and conditions of this Order and the Settlement Agreement.

25. The USAA Entities shall use their best efforts to send to the Settlement Administrator the amount necessary to pay the full amount of the Settlement Claim Payments to Qualifying Settlement Class Members within ninety (90) days after the Effective Date. The Settlement Administrator shall use its best efforts to mail checks to Qualifying Settlement Class Members within one hundred five (105) days after the Effective Date.

26. The Court has reviewed and approves the form and content of the Long-Form Mailed Notice and Short-Form Mailed Notice, which shall be without material alteration from Exhibits 2 and 3, respectively, to the Settlement Agreement.

27. The Court approves the Settlement's notice plan as set out in Paragraph 12 of the Settlement Agreement. The Court finds that the notice plan constitutes reasonable and the best practicable notice under the circumstances and an appropriate and sufficient effort to locate current addresses for Settlement Class Members such that no additional efforts to do so shall be required.

28. The Court has reviewed and approves the Claim Form, which shall be without material alteration from Exhibit 4 to the Settlement Agreement, and finds that the Claim Forms, the requirements for submitting valid claims, and the calculation of Settlement Claim Payments are fair and reasonable.

29. As soon as practicable after entry of this Preliminary Approval Order, the USAA Entities shall make a reasonable search of their computer/electronic databases to ascertain the name and last-known address of each potential Settlement Class Member. Within forty-five (45) days after entry of this Order, the USAA Entities shall provide the Settlement Administrator and Class Counsel with a list of the names and addresses of the potential Settlement Class Members, as well as the Class Data described in Paragraph 8 of the Settlement Agreement. Before mailing the Mailed Notices, the Settlement Administrator shall follow the procedures for updating the addresses as set out in Paragraph 12 of the Settlement Agreement. The Settlement Administrator may also perform such further reasonable search for a more-current name and/or address for the potential Settlement Class Member, as set out in Paragraph 12 of the Settlement Agreement.

30. The Settlement Administrator shall send a copy of the Long-Form Mailed Notice by first-class mail to each potential Settlement Class Member identified as a result of the above-mentioned search(es). If any Long-Form Mailed Notice mailed to any potential Settlement Class Member is returned to the Settlement Administrator as undeliverable, the Settlement Administrator shall follow the procedures in Paragraph 12(f) of the Settlement Agreement. In the event that any

Long-Form Mailed Notice is returned as undeliverable a second time, no further mailing shall be required. The Short-Form Mailed Notice will be sent via a postcard notice, pre-paid postage (as set out in Exhibit 3 to the Settlement Agreement), by direct mail to those on the Mailed Notice List within 30 days after the Mailed Notice Date. The USAA Entities shall not be obligated to make re-mailings of the Short-Form Mailed Notice.

31. The Settlement Administrator shall use its best efforts to complete the mailing of the Mailed Notice to potential Settlement Class Members within sixty (60) days after entry of the Preliminary Approval Order (April 7, 2023) (the “Mailed Notice Date”). Other than the Website and the Mailed Notices, the USAA Entities shall not be obligated to provide any additional notice of this Settlement. The USAA Entities shall not be obligated to provide additional notice to any counsel who previously represented or currently represents a Settlement Class Member with regard to the claims at issue in this Settlement.

32. The Court directs the Settlement Administrator to establish the Website as described in Paragraph 12(g) of the Settlement Agreement. The Website shall include, at a minimum, copies of the Settlement Agreement, the Mailed Notices, the preliminary approval motion and related papers, and this Order; shall identify important deadlines and provide answers to frequently asked questions; and may be amended as appropriate during the course of the Settlement administration. Class Counsel’s fee petition and related papers shall be promptly posted on the Website after they are filed. The Website shall be maintained for at least one hundred eighty (180) days after the Effective Date.

33. The Court finds that the notice to be provided to Settlement Class Members (i) is the best practicable notice under the circumstances; (ii) is reasonably calculated under the circumstances to apprise Settlement Class Members of the pendency of the Action and of their

right to object to or exclude themselves from the proposed Settlement; (iii) is reasonable and constitutes due, adequate, and sufficient notice to all Persons entitled to receive notice; and (iv) meets all applicable requirements of Nebraska Rules of Civil Procedure, due process, Neb. Rev. Stat. § 25-319, Nebraska law, and any other applicable rules or laws.

34. The Court directs the Settlement Administrator to maintain a toll-free VRU/IVR telephone system containing recorded answers to frequently asked questions, along with an option permitting Settlement Class Members to speak to live operators during regular business hours or leave messages in a voicemail box, as provided in Paragraph 12(h) of the Settlement Agreement.

35. The Court approves the procedures set forth in the Settlement Agreement and the Mailed Notices for exclusions from and objections to the Settlement.

36. Any Settlement Class Members who wish to exclude themselves from the Settlement Class must comply with the terms set forth in the Settlement Agreement and the Mailed Notices. To be considered timely, a request for exclusion must be mailed to the Settlement Administrator postmarked no later than June 6, 2023 (60 days after the Mailed Notice Date). Requests for exclusion must be exercised individually by a Settlement Class Member, not as or on behalf of a group, class, or subclass, except that exclusion requests may be submitted on behalf of an individual Settlement Class Member by that Settlement Class Member's Legally Authorized Representative.

37. The Settlement Administrator shall provide Class Counsel and the USAA Entities a copy of the Opt-Out List (which shall be a list of all Persons who timely and properly requested exclusion from the Settlement Class), no later than seven (7) days after the Opt-Out Deadline. The Settlement Administrator shall also file proof of completion of the Mailed Notice at least ten (10) days before the Final Approval Hearing, along with the Opt-Out List and an affidavit attesting to

the accuracy of the Opt-Out List.

38. Any Settlement Class Member who does not submit a timely, written request for exclusion from the Settlement Class will be bound by all proceedings, orders, and judgments in the Action, even if the Settlement Class Member has previously initiated or subsequently initiates individual litigation or other proceedings encompassed by the Released Claims, and even if such Settlement Class Member never received actual notice of the Action or the proposed Settlement.

39. Each Settlement Class Member who has not submitted a timely request for exclusion from the Settlement Class and who wishes to object to the fairness, reasonableness, or adequacy of the Settlement Agreement or any term or aspect of the proposed Settlement, or to intervene in the Action, must provide to the Settlement Administrator (who shall forward it to Class Counsel and counsel for the USAA Entities) and file with the Court no later than June 6, 2023 (60 days after the Mailed Notice Date) a statement of the objection or motion to intervene, as well as the specific legal and factual reasons for each objection or motion to intervene, including any support the Settlement Class Member wishes to bring to the Court's attention and all evidence the Settlement Class Member wishes to introduce in support of his or her objection or motion, or be forever barred from objection or motion to intervene. The objection shall comply with Paragraphs 34-39 of the Settlement Agreement and the Long-Form Mailed Notice and contain at least the following: (1) a heading that refers to the Action by case name and case number; (2) a statement of the specific legal and factual basis for each objection or intervention argument; (3) a statement whether the objecting or intervening Settlement Class Member intends to appear at the Final Approval Hearing, either in person or through counsel and, if through counsel, a statement identifying that counsel by name, bar number, address, and telephone number; (4) a description of any and all evidence the objecting Settlement Class Member may offer at the Final Approval

Hearing, including but not limited to the names, addresses, and expected testimony of any witnesses; all exhibits intended to be introduced at the Final Approval Hearing; and documentary proof of the objecting Settlement Class Member's membership in the Settlement Class; and (5) a list of other cases in which the objector or intervenor or counsel for the objector or intervenor has appeared either as an objector or counsel for an objector in the last five years. Furthermore, any motion to intervene must comply with the Nebraska Rules of Civil Procedure and the Local Rules of the Court. All objectors shall make themselves available to be deposed by any Party in the county of the objector's residence within seven (7) days of service of his or her timely written objection.

40. Any attorney hired by, representing, or assisting (including, but not limited to, by drafting or preparing papers for a Settlement Class Member) a Settlement Class Member for the purpose of objecting to any term or aspect of the Settlement Agreement or to the proposed Settlement or intervening in the Action to provide to the Settlement Administrator (who shall forward it to Class Counsel and Counsel for the USAA Entities) and to file with the Clerk of the Court a notice of appearance no later than June 6, 2023 (60 days after the Mailed Notice Date).

41. All objections to the proposed Settlement shall be signed by the Settlement Class Member (or his or her Legally Authorized Representative), even if the Settlement Class Member is represented by counsel. The right to object to the proposed Settlement or to intervene must be exercised individually by a Settlement Class Member and his or her, and not as a member of a group, class, or subclass, except that such objections and motions to intervene may be submitted by a Settlement Class Member's Legally Authorized Representative.

42. Class Counsel shall file their petition for an award of attorneys' fees and costs and related papers no later than thirty (30) days after the Mailed Notice Date.

43. The Court preliminarily enjoins all Settlement Class Members and their Legally Authorized Representatives, unless and until they have submitted a timely request for exclusion from the Settlement Class, (i) from filing, commencing, prosecuting, intervening in, or participating as plaintiff, claimant, or class member in any other lawsuit or administrative, regulatory, arbitration, or other proceeding in any jurisdiction based on the Released Claims; (ii) from filing, commencing, or prosecuting a lawsuit or administrative, regulatory, arbitration, or other proceeding as a class action on behalf of any Settlement Class Members (including by seeking to amend a pending complaint to include class allegations or seeking class certification in a pending action), based on the Released Claims; and (iii) from attempting to effect an optout of a group, class, or subclass of individuals in any lawsuit or administrative, regulatory, arbitration, or other proceeding based on the Released Claims.

44. The Court directs the Settlement Administrator to rent a post office box to be used for receiving objections, notices of intention to appear, and any other settlement-related communications. Only the Settlement Administrator, Class Counsel, the USAA Entities, the USAA Entities' counsel, the Court, the Clerk of the Court, and their designated agents shall have access to this post office box, except as otherwise expressly provided in the Settlement Agreement. The Settlement Administrator shall promptly (within one business day of receipt) furnish Class Counsel and Counsel for the USAA Entities copies of any and all objections, motions to intervene, notices of intention to appear, and other communications that come into its possession (except as otherwise expressly provided in the Settlement Agreement).

45. The Court orders that the preliminary certification of the Settlement Class and the preliminary approval of the proposed Settlement, and all actions associated with them, are undertaken on the condition that the certification and designations shall be automatically vacated

if the Settlement Agreement is terminated or is disapproved in whole or in part by the Court, any appellate court, or any other court of review, or if the Settlement Agreement is revoked pursuant to Paragraphs 49-51 of the Settlement Agreement, or if the Settlement does not become Final in any way. If the Settlement does not become Final, the Parties shall be returned to the *status quo ante* as of June 22, 2022, as provided in the Settlement Agreement.

46. The Court further orders that the Settlement Agreement and the fact that it was entered into shall not be offered, received, or construed as an admission or as evidence for any purpose, including but not limited to an admission by any Party of liability or non-liability or of any misrepresentation or omission in any statement or written document approved or made by any Party, or of the certifiability of a litigation class, or otherwise be used by any Person for any purpose whatsoever, other than an action to enforce the Settlement Agreement, in the Actions or any other proceeding, as further provided in the Settlement Agreement.

47. The Court stays all proceedings in the Action until further order of Court, except that the Parties may conduct such limited proceedings as may be necessary to implement the proposed settlement or to effectuate the terms of the Settlement Agreement.

48. The Fairness Hearing shall be held via zoom at 10:30 am on June 28, 2023, for the purposes of determining (a) whether the Settlement is fair, reasonable, and adequate and should be finally approved by the Court; (b) the merit of any objections to the Settlement; (c) the requested Attorneys' Fees and Expenses Award to Class Counsel; (d) the requested Service Awards to Plaintiffs; and (e) entry of the Final Approval Order and Judgment approving the Settlement.

49. The Court may, for good cause, extend any deadlines set forth in this Order without further notice to the Settlement Class.

Dated: February 6, 2023



District Court Judge