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**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA
WESTERN DIVISION**

RICHARD BEHFARIN, individually
and on behalf of a class of similarly
situated individuals,

Plaintiff,

v.

PRUCO LIFE INSURANCE
COMPANY, et al.

Defendants

Case No. 2:17-cv-05290-MWF-FFM

**[PROPOSED] FINAL ORDER
AND JUDGMENT APPROVING
CLASS ACTION SETTLEMENT**

12 By Order and Opinion dated November 26, 2019 (Dkt. No. 87) (the
13 “Preliminary Approval Order”), this Court preliminarily approved the Settlement
14 Agreement including all exhibits thereto (“Settlement Agreement”) (Dkt. No. 74)
15 as fair, reasonable and adequate, and in the best interests of the Settlement Class.
16 This Court further certified a Settlement Class pursuant to Federal Rules of Civil
17 Procedure 23(a), 23(b)(3) and 23(e) for settlement purposes only and for
18 purposes of disseminating Class Notice. This Court directed that notice of the
19 Settlement be provided to potential Settlement Class Members pursuant to the
20 plan to distribute Notice in the Settlement Agreement, and provided Settlement
21 Class Members with the opportunity to either exclude themselves from the
22 Settlement Class or to object to the Proposed Settlement and to appear before this
23 Court at the Final Approval Hearing. The Court issued additional directives to
24 the parties, the Claims Administrator, counsel and the Settlement Class with
25 respect to the Settlement. The terms of the Preliminary Approval Order remain
26 in full force and effect, except as may be modified herein or by future Orders of
27 this Court.
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1 On April 20, 2020, the Court held its Final Approval Hearing to finally
2 consider whether the terms and conditions of the Settlement Agreement are fair,
3 reasonable, adequate, free from collusion, and in the best interests of the Class;
4 whether the Settlement Agreement should be finally approved by the Court; and
5 whether a judgment should be entered dismissing the Action with prejudice as
6 against the Defendants and barring and enjoining further actions based upon or
7 arising out of the Released Claims. The Court also considered on the same date
8 an application by Class Counsel for a Fee Award and an application by the Class
9 Representative for an Incentive Award, which are the subject of a separate Order.

10 After due process notice to the Class, the Court has now considered all
11 materials presented to it with respect to this matter that bear upon Final Approval.
12 Those materials include: (1) the Settlement Agreement, including all exhibits
13 thereto (Exhibits A-G), as originally filed; (2) the parties' revised Settlement
14 Exhibits, including the final form of Notice (Exhibit B), revised Reinstatement
15 Guidelines and Addenda (Exhibit C) and the final claim forms that appear on the
16 Settlement Website (Exhibits E and F) [Dkt. Nos. 87, ____] (3) Plaintiffs' Motion
17 for Final Approval of Class Action Settlement and accompanying memorandum of
18 law ("Final Approval Motion") [Dkt. ____]; (4) All Declarations and Exhibits
19 submitted in support of Final Approval, including Declarations from the parties
20 and from the Claims Administrator [Dkt Nos. ____]; (5) All memoranda
21 submitted by the parties [Dkt. Nos. ____]; (6) Any objections submitted to the
22 Court regarding the Proposed Settlement [Dkt. No. ____]; (7) the entire record in
23 this proceeding to date; (8) the oral presentations of Class Counsel, Counsel for
24 Defendants, and any others present at the Preliminary Approval and Final
25 Approval Hearings; and (9) the Court's findings and conclusions set forth in its
26 Preliminary Approval Order. The Court has also considered its observations while
27 presiding over this matter and the relevant law.

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1 Based upon these considerations, it is **HEREBY ORDERED,**
2 **ADJUDGED, and DECREED** as follows:

3 1. This Final Order and Judgment (“Final Order”) incorporates and
4 makes a part hereof the Settlement Agreement and all exhibits thereto in their
5 final/revised form and the Court’s Preliminary Approval Order. All initially
6 capitalized terms in this Final Order shall have the same meanings as in the
7 Settlement Agreement, unless separately defined herein.

8 2. All preliminary findings and conclusions in the Court’s
9 Preliminary Approval Order are hereby final. The terms and provisions of the
10 Settlement Agreement and all exhibits and supplemental/revised exhibits
11 thereto, are hereby fully and finally approved as fair, reasonable and adequate
12 as to, and in the best interests of, each of the settling parties and the Settlement
13 Class.

14 3. The Court specifically approves the process by which Settlement
15 Class Members who are Authorized Claimants for Reinstatement Relief will
16 receive notice and information regarding the amounts that will need to be paid
17 to reinstate the Policy (the “Reinstatement Amount”), and specifically
18 approves the model form of policy illustration which will be provided for
19 settlement purposes only, solely to aid the Authorized Claimant in
20 understanding the premium amounts that may be required (on a guaranteed as
21 well as non-guaranteed basis) to keep the Reinstated Class Policy in force, so
22 that the Authorized Claimant can make an informed decision regarding
23 whether to pursue reinstatement under the terms of the Settlement. (*See*
24 Settlement Exhibit C (revised), inclusive of appendices). Actual amounts due
25 to keep the policy in force may differ from illustration values. The settlement
26 illustration will show the amounts required to keep the policy in force through
27 the policy’s premium period based on non-guaranteed values that are derived
28 from using both current charges and interest crediting assumptions. The

1 Parties are authorized to make adjustments to the notice and model form as
2 may be necessary for purposes of accuracy in light of differences between
3 Class Policies or as otherwise may be needed by Prudential for operational
4 reasons.

5 4. The Court further finds that the Settlement Agreement
6 substantially fulfills the purposes and objectives of the class action, and
7 provides substantial relief to the Settlement Class without the risks, burdens,
8 costs or delays associated with continued litigation, trial and/or appeal. The
9 Settlement is not a finding or admission of liability by the Defendants or any
10 other person, nor a finding of the validity of any claims asserted in the Action
11 or of any wrongdoing or any violation of law.

12 5. The following Settlement Class shall be finally certified pursuant
13 to Federal Rules of Civil Procedure 23(a), 23(b)(3) and 23(e), for settlement
14 purposes only:

15 All Policyowners of Class Policies and, where all Policyowners and
16 insureds of a Class Policy are deceased, then also any designated
17 beneficiary(s) of that Class Policy at the time of final lapse.

18 Class Policies include all individual universal life or variable
19 universal life insurance policies issued by a Defendant as to which
20 Guaranteed Charges were applicable to the calculation of the
21 deficiency and/or reinstatement amount, and which policy either
22 entered into default or lapsed between July 18, 2013 and November
23 26, 2019, or which had default cured or was reinstated on or after
24 July 18, 2013 and remains in force on November 26, 2019.

25 For avoidance of doubt, all Class Policies are part of the Settlement Class.

26 6. For the reasons set forth in this Court's Preliminary Approval
27 Order, each of the prerequisites for settlement, voluntary dismissal, or
28 compromise under Fed R. Civ. P. 23(e) have been satisfied.

7. This Court finds that the Claims Administrator caused notice to
be disseminated to the Class in accordance with the plan to disseminate Notice

1 outlined in the Settlement Agreement and the Preliminary Approval Order,
2 and that Notice was given in an adequate and sufficient manner and complies
3 with Due Process and Fed. R. Civ. P. 23.

4 8. The Court further finds that the plan to disseminate Notice was
5 reasonable and provided due, adequate, and sufficient notice to all persons
6 entitled to receive notice. The plan to disseminate Notice complied with Fed.
7 R. Civ. P. 23(c)(2)(B) because it constituted the best notice practicable under
8 the circumstances and provided individual notice to all Settlement Class
9 Members who could be identified through reasonable effort. The Court
10 specifically finds that the Class Notices:

- 11 a. Were simply written and readily understandable;
- 12 b. Were reasonably and fairly calculated to apprise Settlement
13 Class Members of (i) the pendency of the Action and the
14 claims asserted by the Class, (ii) the allegations that are the
15 basis for the Action, (iii) the Settlement Class definition, (iv)
16 the terms of the proposed Settlement Agreement, including
17 how Settlement Class Members may receive benefits, (v) the
18 maximum Fee Award that would be sought by Class Counsel
19 and the maximum Incentive Award that would be sought by
20 the Class Representative, (vi) Settlement Class Members'
21 right to object to or opt-out of the Settlement Agreement and
22 the time and manner for doing so, (vii) the Settlement Class
23 Members' right to appear at the Final Approval Hearing
(either on their own or through counsel hired at their own
24 expense) if they did not exclude themselves from the Class,
25 and (viii) the binding effect of the Settlement Agreement and
26 Release and this Final Order on all persons who did not timely
27 and validly request exclusion from the Class;
- 28 c. Informed Settlement Class Members of the general risks of
continued litigation; and
- d. Identified the website address and phone number for
Settlement Class Members to use to submit Claims and/or to
obtain additional information regarding the Settlement
Agreement.

1 9. In addition, the Court finds that Defendants fully satisfied their
2 obligations of providing Notice of the proposed Settlement Agreement to the
3 public officials designated under the Class Action Fairness Act, 28 U.S.C. §
4 1715, to receive such notice, as set forth in the Defendants' Notice of
5 Compliance with 28 U.S.C. § 1715, filed on November 1, 2019 (Dkt. No. 84.)

6 10. The Court has considered and finds Class Counsel and the Class
7 Representative have adequately represented the Class. Plaintiff, by and
8 through his counsel, has investigated the pertinent facts and law, has engaged
9 in discovery, and has evaluated the risks associated with continued litigation,
10 class certification, trial, and/or appeal. The Court finds that the Settlement
11 Agreement was reached in the absence of collusion, is the product of
12 informed, good-faith, arms-length negotiations between the parties and their
13 capable and experienced counsel, and was reached with the assistance of a
14 well-qualified and experienced mediator, the Honorable William J. Cahill
15 (Ret.) of JAMS.

16 11. Specifically, the Court has considered the costs, risks and delay
17 of trial and appeal, and finds that the Settlement Agreement confers substantial
18 benefits upon the Settlement Class and avoids the costs, uncertainty, delays,
19 and other risks associated with continued litigation, trial, and/or appeal. This
20 litigation is complex and if it were to continue through trial and potential
21 subsequent appeals, it would likely be both contentious and protracted. The
22 Court notes that Defendants have asserted numerous defenses to Plaintiff's
23 claims as well as to the certification of any litigation class, and have
24 vigorously denied any liability or damage, such that Plaintiff's ultimate
25 success in the litigation is not guaranteed, and the risks of establishing
26 liability, injury or damages on behalf of Settlement Class Members are
27 significant, as is the potential that a litigation class could not be certified.

28 12. The Court finds that the Settlement is effective in appropriately

1 distributing relief to the Settlement Class in light of the claims and defenses
2 asserted, that the method of processing Settlement Class Member claims is
3 reasonable and appropriate, and that the Settlement Agreement treats all
4 Settlement Class Members equitably relative to each other.

5 13. The Court has been informed that _____ objections to the
6 Settlement Agreement were submitted in accordance with the requirements of
7 the Class Notices and the Preliminary Approval Order, and has been further
8 informed that _____ persons have submitted timely requests to be excluded
9 from the Settlement Class in accordance with the requirements of Notices and
10 the Preliminary Approval Order. The Court has evaluated this overall reaction
11 of the Class to the Settlement, and finds that the overall acceptance of the
12 Settlement Agreement by Settlement Class Members supports the Court's
13 conclusion that the Settlement Agreement is in all respects fair, reasonable,
14 adequate, and in the best interests of the Class.

15 14. The method of Claims processing, the Claim Forms, the Scoring
16 Guidelines and Reinstatement Guidelines, as well as the overall process of
17 Claims Administration are all fair and reasonable and facilitate the filing of
18 legitimate claims. The Settlement appropriately apportions relief among
19 Settlement Class Members, taking into account differences among their
20 claims. The Court specifically approves the method of distribution of
21 Settlement Payments in accordance with the hierarchy set forth in the
22 Settlement Agreement and Scoring Guidelines as fair, reasonable and in the
23 best interests of the Class.

24 15. The Court further finds that it is fair and reasonable to require
25 that all Authorized Claimants warrant that they are the proper party to receive
26 relief under the Settlement Agreement and that they assume all responsibilities
27 and liabilities associated with distribution of any Settlement Payment,
28 including making any payments that may be owed to others, without recourse

1 to the Court, the Claims Administrator, Plaintiff, Defendants, the Releasing
2 Parties, the Releasees, Class Counsel or Counsel for Defendants, or experts or
3 consultants to any of them. All aforementioned Settlement Payments made
4 pursuant to the Settlement Agreement shall not be considered or treated as a
5 death benefit payment (or any other type of payment) under the terms of a
6 Class Policy or otherwise.

7 16. Epiq Class Action & Claims Solutions, Inc. is finally appointed to
8 continue to serve as the Claims Administrator as provided in the Settlement
9 Agreement. The Claims Administrator is directed to process all Authorized
10 Claims in accordance with the Settlement Agreement. Class Counsel and
11 Counsel for Defendants are hereby authorized to employ all reasonable
12 procedures in connection with administration of the Settlement Agreement
13 that are not materially inconsistent with this Order or the Settlement
14 Agreement.

15 17. The Claims Administrator shall administer the Escrow Account,
16 which is a Qualified Settlement Fund within the meaning of Treasury
17 Regulation § 1.468B-1. The Claims Administrator, as administrator of the
18 fund within the meaning of Treasury Regulation § 1.468B-2(k)(3), shall be
19 solely responsible for filing or causing to be filed all informational and other
20 tax returns as may be necessary or appropriate (including, without limitation,
21 the returns described in Treasury Regulation § 1.468B-2(k)) for the Escrow
22 Account. The Claims Administrator shall also be responsible for causing
23 payment to be made from the Escrow Account of any Taxes and Tax Expenses
24 owed. None of the Releasees, Plaintiff, Class Counsel or Counsel for
25 Defendants shall have any liability or responsibility for any such Taxes or Tax
26 Expenses, or any required filings regarding same. The Claims Administrator
27 shall also issue any 1099s to Settlement Class Members as to whom payment
28 is issued on claims for Individual Relief pursuant to the Settlement, but only to

1 the extent required by law.

2 18. There shall be no recourse to any Defendant, Releasee, Released
3 Party or their counsel, or to the Class Representative or Class Counsel, or to
4 the Claims Administrator or to this Court, for any determination made by the
5 Claims Administrator pursuant to its responsibilities under the Settlement
6 Agreement.

7 19. The Hon. William J. Cahill (Ret.) of JAMS, San Francisco,
8 California, is finally appointed to serve as the Special Master as provided for
9 in the Settlement Agreement and the Scoring Guidelines with respect to
10 Authorized Claims for Individual Relief. All reasonable fees, costs, and
11 expenses of the Special Master shall be paid as provided in the Settlement
12 Agreement and the Scoring Guidelines.

13 20. The Special Master's determinations of any Limited Appeal will
14 be final, and not subject to any challenge or further appeal. The Settlement
15 Class and Defendants waive any right of recourse to the Court for purposes of
16 challenging any Limited Appeal decision by the Special Master.

17 21. As provided by the Settlement Agreement and now directed by
18 this Court, the Releasing Parties include Plaintiff and Settlement Class
19 Members who do not validly and timely opt out of the Settlement Class, all
20 beneficiaries of Class Policies, and with respect to each Class Policy, all of
21 their respective present or past heirs, executors, estates, administrators,
22 predecessors, successors, assigns, parent companies, subsidiaries, associates,
23 affiliates, agents, consultants, officers, partners, principals, members,
24 attorneys, accountants, financial and other advisors, shareholders, investment
25 advisors, and legal representatives.

26 22. As provided by the Settlement Agreement and now directed by
27 this Court, the Releasees include Pruco Life Insurance Company, The
28 Prudential Insurance Company of America and Pruco Life Insurance

1 Company of New Jersey, individually and collectively, and all of their current,
2 former and future parents, subsidiaries, affiliates, partners, predecessors,
3 successors and assigns, and each of their respective past, present and future
4 officers, directors, employees, agents, independent contractors, brokers,
5 representatives, attorneys, heirs, administrators, executors, predecessors,
6 successors and assigns, or any of them,

7 23. Plaintiff, the Settlement Class, and the Releasing Parties: (i) have
8 and shall be deemed to have fully, finally, and forever waived, released,
9 relinquished, discharged, and dismissed each and every one of the Plaintiff's
10 and the Settlement Class' claims against each and every one of the Releasees;
11 (ii) have and shall be deemed to have covenanted not to sue, directly or
12 indirectly, any of the Releasees with respect to any or all of the Released
13 Claims; and (iii) shall forever be barred and enjoined from directly or
14 indirectly, filing, commencing, instituting, prosecuting, maintaining, or
15 intervening in any action, suit, cause of action, arbitration, claim, demand, or
16 other proceeding in any jurisdiction, or before any administrative body
17 (including any state Department of Insurance or other regulatory commission)
18 whether in the United States or elsewhere, on their own behalf or in a
19 representative capacity, that is based upon or arises out of any or all of the
20 Released Claims.

21 24. As provided by the Settlement Agreement and now directed by
22 this Court, the Released Claims include all claims that have been, could have
23 been, may be or could be alleged or asserted in this Action regarding or
24 concerning directly or indirectly any Class Policy, by anyone, including
25 Plaintiff, any Settlement Class Member, or any Releasing Party, against any of
26 the Releasees (individually or together) either in the Action or in any other
27 court action or before any administrative body (including any state
28 Department of Insurance or other regulatory commission), tribunal or

1 arbitration panel, and that are made on the basis of, connected with, arising out
2 of, or related to, in whole or in part, claims that were raised or that could have
3 been raised in the Action, which include without limitation those regarding:

- 4 (i) Any or all of the acts, omissions, facts, matters, transactions or
5 occurrences that were directly or indirectly alleged, asserted,
6 described, set forth or referred to in the Action;
- 7 (ii) The amount of monies or other requirements that were requested by or
8 on behalf of Defendants in order to keep a Class Policy that has
9 entered default in force or to reinstate a Class Policy after lapse
10 including, but not limited to, premium and all fees, charges and other
11 monies, verifications or documentation requested;
- 12 (iii) Claims, acts or omissions regarding the method of, and/or
13 administration of, and/or communication regarding, the calculations by
14 or on behalf of Defendants of the amount of monies that were
15 requested, including in order to keep a Class Policy that has entered
16 default in force or to reinstate a Class Policy after lapse, and including
17 but not limited to premium, fees, charges and other monies or
18 requirements. This includes but is not limited to any and all claims
19 regarding:
20 (a) premiums;
21 (b) cost of insurance charges, rates and assumptions;
22 (c) administrative fees or loads;
23 (d) underwriting or other requirements; and/or
24 (e) other policy costs.
- 25 (iv) Claims regarding Defendants' policies and procedures concerning
26 default, grace periods, lapse or reinstatement, including, but not
27 limited to, claims concerning communications, notices, absence or
28 omission of communications or specific information regarding grace
periods, default or lapse, or the timing thereof, and claims relating to
notice to identified third parties, including, but not limited to, any
claims made under any state's law, regulation or administrative
directive; and
- (v) Claims related to Defendants' declination or refusal of an attempt to
cure a default or reinstate a Class Policy, for any reason.

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25. Plaintiff, the Settlement Class including all Class Policies, and the Releasing Parties shall be bound by the provisions of the Settlement Agreement and all proceedings, determinations, orders and judgments in the Action relating thereto, including, without limitation, this Final Order and Judgment and the Releases provided for herein and in the Settlement Agreement. This Order shall forever be binding and shall have res judicata and claim preclusive effect in all pending and future lawsuits maintained by or on behalf of Plaintiff, the Settlement Class including all Class Policies and the Releasing Parties, as well as their heirs, executors, administrators, successors and assigns.

26. Plaintiff, the Settlement Class including all Class Policies and the Releasing Parties, as well as their heirs, executors, administrators, successors and assigns, and all persons acting on behalf of or in concert with any of the above, shall forever be barred and enjoined from, whether directly or indirectly, filing, commencing, instituting, prosecuting, maintaining, or intervening in any action, suit, cause of action, arbitration, claim, demand, or other proceeding in any jurisdiction, or before any administrative body (including any state Department of Insurance or other regulatory entity) whether in the United States or elsewhere, on their own behalf or in a representative capacity, that is based upon or arises out of any or all of the Released Claims or is based upon or arises out of the facts and circumstances underlying the claims and causes of action in this lawsuit. The Court finds that issuance of the permanent injunction described in this paragraph is necessary and appropriate in aid of the Court’s jurisdiction over this Action and to protect and effectuate this Final Order. This Order may be raised as, a complete defense to and will preclude any action or proceeding encompassed by the terms of this paragraph.

1 27. Any and all claims for attorneys' fees, costs or disbursements
2 incurred by Class Counsel or any other counsel or other representative
3 representing or assisting Plaintiff or any Settlement Class Member (including
4 providing counsel or advice to Claimants), or any of them, in connection with
5 or related in any manner to the Action, the Settlement of the Action, the
6 administration of such Settlement and/or the Released Claims, are released
7 and waived and shall not be tendered to Defendants or reimbursed except to
8 the extent otherwise specified by Orders of this Court.

9 28. All Settlement Class Members and all Class Policies as to which
10 a Claim was submitted in the Settlement shall be bound by the Settlement and
11 Release and the bar order contained herein, even if a request for exclusion was
12 also served. The submission of a Claim on behalf of a Class Member or Class
13 Policy shall be deemed to nullify any attempt to opt out of the Settlement.
14 Any such Settlement Class Member and any Class Policy as to which
15 exclusion is not sought, shall not be entitled to receive any payment or benefits
16 pursuant to the Settlement, but will otherwise be bound by all of its terms
17 including the terms of this Final Order and Judgment, and will be barred from
18 bringing any action (or having any action brought on his/her/its behalf) against
19 any of the Released Parties concerning the Released Claims.

20 29. Claims documents in this case, and all materials and data held by
21 the Claims Administrator regarding Defendants' Policyowners, Class Policies
22 and/or the Settlement Class shall be strictly confidential and not subject to
23 publication or disclosure. No person other than the Parties and their counsel,
24 the Claims Administrator, the Special Master and the Court shall be permitted
25 to obtain or review any Claim Form, or any decision of the Claims
26 Administrator with respect to accepting or rejecting any Claim, except as
27 provided for herein or upon Court Order for good cause shown.

28 30. Notwithstanding anything else in this Order, if the Claims

1 Administrator or any Party has reason to believe that a false or fraudulent
2 Claim has been submitted in this Settlement, or that any Claim has been
3 submitted under false pretenses, or contrary to the required Certifications, the
4 Claims Administrator may reject the Claim and shall bring any such situation
5 to the attention of the Parties. In addition, either Party may bring any such
6 Claim(s) and all evidence relating thereto to the attention of the Special Master
7 and/or this Court and request that the Claim be investigated by the Parties
8 and/or be directly set aside and not honored in this Settlement, and/or that the
9 Claimant(s) shall be limited to Basic Relief, and may further request any other
10 relief that is equitable and proper under the circumstances.

11 31. As set forth in the Settlement Agreement, Defendants have
12 denied, and continue to deny, any wrongdoing or liability of any kind relating
13 to the Action or any of subject matter addressed by the Release. Neither this
14 Final Order, nor any provisions of the Settlement Agreement including the
15 exhibits thereto (inclusive of any modification(s)), the negotiations leading to
16 the execution of the Settlement Agreement, nor any proceedings taken
17 pursuant to or in connection with the Settlement Agreement and/or approval of
18 the Settlement including any arguments proffered in connection therewith: (a)
19 shall be offered against any of the Releasees as evidence of, or construed as, or
20 deemed to be evidence of any presumption, concession, or admission by any
21 of the Releasees with respect to the truth of any allegation in the Action or the
22 validity of any claim or the deficiency of any defense that has been or could
23 have been asserted in the Action or in any other litigation, including the
24 appropriateness of the certification of a litigation class, or of any liability,
25 negligence, fault, or other wrongdoing of any kind by any of the Releasees,
26 nor shall it be in any way referred to for any other reason as against any of the
27 Releasees, in any civil, criminal or administrative action or proceeding; or (b)
28 shall be construed against any of the Releasees or Releasing Parties as an

1 admission, concession, or presumption that the consideration to be given
2 represents the amount which could be or would have been recovered after
3 trial; provided, however, that, notwithstanding the foregoing, the Parties and
4 the Releasees and their respective counsel may file or refer to the Settlement
5 Agreement or this Final Order in any action that may be brought to enforce its
6 terms.

7 32. Without affecting the finality of this Final Order, the Court
8 reserves exclusive jurisdiction as to all matters related to administration,
9 consummation, enforcement, and interpretation of the Settlement Agreement
10 and this Final Order, including, without limitation, for the purpose of:

- 11 a. enforcing the terms and conditions of the Settlement Agreement and
12 resolving any disputes, claims, or causes of action that, in whole or in
13 part, are related to or arise out of the Settlement Agreement or this
14 Final Order (including, without limitation, whether a person or entity
15 is or is not a Class member and whether any complaint, claim,
16 demand, cause of action or administrative complaint is or are not
17 barred or released by this Final Order and the Settlement Agreement);
- 18 b. entering such additional orders, if any, as may be necessary or
19 appropriate to protect or effectuate this Final Order and the
20 Settlement Agreement, or to ensure the fair and orderly
21 administration of the Settlement; and
- 22 c. entering any other necessary or appropriate orders to protect and
23 effectuate the Court's retention of continuing jurisdiction.

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33. The Action is hereby dismissed with prejudice in its entirety, except to the extent that this Court has maintained continuing jurisdiction. Except as expressly granted by this Final Order and as set forth in the Settlement Agreement, it is adjudged that Plaintiff and all Settlement Class Members take nothing by reason of the Action against Defendants, and their claims are hereby dismissed with prejudice. There is no just cause to delay appeal or enforcement of this Final Order.

IT IS SO ORDERED this ____ day of _____, 2020

The Honorable Michael W. Fitzgerald
United States District Judge

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CERTIFICATE OF SERVICE

I hereby certify that on February 18, 2020, a true and correct copy of:
[PROPOSED] FINAL ORDER AND JUDGMENT APPROVING CLASS ACTION SETTLEMENT was filed electronically and will be served via Notice of Electronic Filing under the Court’s CM/ECF system this 18th day of February, 2020, to all parties with an email address on record, who have consented to electronic service in this action.

/s/ Steven C. Shuman
STEVEN C. SHUMAN