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6  
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**FILED**  
Superior Court of California  
County of Los Angeles

12/20/2023

David W. Slayton, Executive Officer / Clerk of Court

By:                     A. He                     Deputy

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9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA  
COUNTY OF LOS ANGELES, CENTRAL DISTRICT**

10 ADAM HOFFMAN, individually and on  
11 behalf of all others similarly situated, and  
SAMUEL JASON, individually and on behalf  
12 of all others similarly situated,

13 Plaintiffs,

14 v.

15 CITY OF LOS ANGELES,

16 Defendant.

Case No. BC672326

~~AMENDED PROPOSED~~ **ORDER  
GRANTING FINAL APPROVAL OF  
CLASS ACTION SETTLEMENT AND  
MOTION FOR ATTORNEYS' FEES,  
REIMBURSEMENT OF LITIGATION  
EXPENSES, AND CLASS  
REPRESENTATIVE SERVICE AWARDS**

Assigned for All Purposes to:  
Hon. Stuart M. Rice  
Dept. SSC-1  
Date: December 20, 2023  
Time: 10:30 a.m.  
Action Filed: August 15, 2017

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20 WHEREAS, a putative class action is pending in this Court entitled *Adam Hoffman, et al.*  
21 *v. City of Los Angeles*, Case No. BC672326 (the "Action");

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23 WHEREAS, (a) plaintiffs Adam Hoffman and Samuel Jason (collectively, "Plaintiffs"), on  
24 behalf of themselves and the Settlement Class (defined below), and (b) defendant City of Los  
25 Angeles ("Defendant" or "City"; and, together with Plaintiffs, the "Parties") have entered into a  
26 First Amended Stipulation and Agreement of Settlement dated May 30, 2023 (the "Stipulation")  
27 and filed with the Court that same day, that provides for a complete resolution of the claims  
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Electronically Received 12/20/2023 11:15 AM

1 asserted against the Defendant in the Action on the terms and conditions set forth in the  
2 Stipulation, subject to the approval of this Court (the “Settlement”);

3 WHEREAS, unless otherwise defined in this Order (“Final Approval Order”), the  
4 capitalized terms herein shall have the same meaning as they have in the Stipulation;

5 WHEREAS, by Order dated June 12, 2023 (the “Preliminary Approval Order”), this Court:  
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7 (a) preliminarily approved the Settlement; (b) certified the Settlement Class solely for purposes of  
8 effectuating the Settlement; (c) ordered that notice of the proposed Settlement be provided to  
9 potential Settlement Class Members; (d) provided Settlement Class Members with the opportunity  
10 either to exclude themselves from the Settlement Class or to object to the proposed Settlement;  
11 and (e) scheduled a hearing regarding final approval of the Settlement;

12 WHEREAS, due and adequate notice has been given to the Settlement Class;

13 WHEREAS, the Court conducted a hearing on December 20, 2023 (the “Settlement  
14 Hearing”) to consider, among other things, (a) whether the terms and conditions of the Settlement  
15 are fair, reasonable and adequate to the Settlement Class, and should therefore be approved; and  
16 (b) whether a judgment should be entered resolving claims asserted in the Action against the  
17 Defendant; and  
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19 WHEREAS, the Court having reviewed and considered the Stipulation, all papers filed and  
20 proceedings held herein in connection with the Settlement, all oral and written comments received  
21 regarding the Settlement, and the record in the Action, and good cause appearing therefor;

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23 IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

24 1. **Jurisdiction** – The Court has jurisdiction over the subject matter of the Action, and  
25 all matters relating to the Settlement, as well as personal jurisdiction over all of the Parties and  
26 each of the Settlement Class Members.  
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1           2.       **Incorporation of Settlement Documents** – This Final Approval Order  
2 incorporates and makes a part hereof: (a) the Stipulation filed with the Court on May 30, 2023;  
3 and (b) the Notice, Email Notice, and the Postcard Notice, all of which were filed with the Court  
4 on November 15, 2023.

5           3.       **Class Certification for Settlement Purposes** – The Court hereby affirms its  
6 determinations in the Preliminary Approval Order certifying, for the purposes of the Settlement  
7 only, the Action as a class action pursuant to California Code of Civil Procedure §382 and  
8 California Rules of Court 3.765 and 3.769 on behalf of the Settlement Class consisting of all  
9 Account Holders who paid Sewer Service Charges to the City of Los Angeles calculated subject to  
10 the Dry Winter Compensation Factor (*i.e.*, Residential Property (four or fewer units, non-  
11 “Multiple Dwelling”) customers of L.A. Sanitation who lack separate indoor (tributary) and  
12 outdoor (non-tributary) water meters), at any time from May 4, 2016 through June 30, 2022,  
13 inclusive (the “Settlement Class Period”). Excluded from the Settlement Class are: (i) any Judge  
14 to whom this case is or was assigned; and (ii) any officers and council members of the City. Also  
15 excluded from the Settlement Class are the persons and entities listed on Exhibit 1 hereto who or  
16 which are excluded from the Settlement Class pursuant to request.

17           4.       **Class Findings** – Solely for purposes of the proposed Settlement of this Action, the  
18 Court finds that: (a) the number of Settlement Class Members is so numerous that joinder of all  
19 members thereof is impracticable; (b) there are questions of law and fact common to the  
20 Settlement Class; (c) the claims of Plaintiffs are typical of the claims of the Settlement Class they  
21 seek to represent; (d) Plaintiffs and Plaintiffs’ Counsel will fairly and adequately represent the  
22 interests of the Settlement Class; (e) the questions of law and fact common to the members of the  
23 Settlement Class predominate over any questions affecting only individual members of the  
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1 Settlement Class; and (f) a class action is superior to other available methods for the fair and  
2 efficient adjudication of this controversy.

3           5.       For the purposes of the Settlement only, Plaintiffs Adam Hoffman and Samuel  
4 Jason are certified as the Class Representatives for the Action and the law firm of Glancy Prongay  
5 & Murray LLP is appointed as Class Counsel for the Settlement Class.

6           6.       Notice – The Court finds that the dissemination of the Postcard Notice, Email  
7 Notice, and the online posting of the Notice on the Settlement Website: (a) were implemented in  
8 accordance with the Preliminary Approval Order; (b) constituted the best notice practicable under  
9 the circumstances; (c) constituted due, adequate, and sufficient notice to all persons and entities  
10 entitled to receive notice of the proposed Settlement; and (d) met the requirements of California  
11 law and due process.

12           7.       Final Settlement Approval – The Court hereby fully and finally approves the  
13 Settlement set forth in the Stipulation in all respects (including, without limitation: the amount of  
14 the Settlement; and the Releases provided for therein), and finds that the Settlement is, in all  
15 respects, fair, reasonable and adequate to the Settlement Class. The Parties are directed to  
16 implement, perform and consummate the Settlement in accordance with the terms and provisions  
17 contained in the Stipulation.

18           8.       The Parties shall bear their own costs and expenses, except as otherwise expressly  
19 provided in the Stipulation.

20           9.       Binding Effect – The terms of the Stipulation and of this Final Approval Order and  
21 the Judgment shall be forever binding on Defendant, Plaintiffs and all other Settlement Class  
22 Members (regardless of whether or not any individual Settlement Class Member submits a Claim  
23 Form or seeks or obtains a distribution from the Net Settlement Fund), as well as their respective  
24 successors and assigns. The persons and entities listed on Exhibit 1 hereto are excluded from the  
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1 Settlement Class pursuant to request and are not bound by the terms of the Stipulation, this Final  
2 Approval Order or the Judgment.

3 10. **Releases** – The Court orders that the following Releases are effective as of the  
4 Effective Date:

5 11. Without further action by anyone, and subject to paragraph 13 below, upon the  
6 Effective Date of the Settlement, Plaintiffs and each of the other Settlement Class Members, on  
7 behalf of themselves, and their respective heirs, executors, administrators, predecessors,  
8 successors, attorneys, and assigns, in their capacities as such, shall be deemed to have, and by  
9 operation of law and of the judgment shall have, fully, finally and forever compromised, settled,  
10 released, resolved, relinquished, waived and discharged each and every Released Plaintiffs’  
11 Claim<sup>1</sup> against the Defendant and the other Defendant’s Releasees,<sup>2</sup> and shall forever be barred  
12 and enjoined from prosecuting any or all of the Released Plaintiffs’ Claims against any of the  
13 Defendant’s Releasees. This Release shall not apply to any person or entity listed on Exhibit 1  
14 hereto.  
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18 <sup>1</sup> “Released Plaintiffs’ Claims” means all claims and causes of action of every nature and  
19 description, whether known claims or unknown claims, whether arising under federal, state,  
20 common or foreign law, that Plaintiffs or any other member of the Settlement Class: (i) asserted in  
21 the Complaint; or (ii) could have asserted in any forum that arise out of or are based upon the  
22 allegations, transactions, facts, matters or occurrences, representations or omissions involved, set  
23 forth, or referred to in the Complaint and that relate to the payment of Sewer Service Charges to  
24 the City of Los Angeles calculated using the Dry Winter Compensation Factor during the  
25 Settlement Class Period or the use of sewer service charge revenue for purposes not allowed under  
26 Proposition 218. Released Plaintiffs’ Claims do not include: (i) any claims relating to the  
27 enforcement of the Settlement; and (ii) any claims of any Person that submits a request for  
28 exclusion that is accepted by the Court. Stipulation, ¶1(kk).

<sup>2</sup> “Defendant’s Releasees” means Defendant, and each of its current and former employees,  
officials, agents, managers, clerks, officers, directors and attorneys, including, but not limited to,  
the Mayor of the City of Los Angeles, Members of the City Council for the City of Los Angeles,  
Managers of the City of Los Angeles, Clerks of the City of Los Angeles, Finance Directors for the  
City of Los Angeles, in their capacities as such. The Parties expressly acknowledge that each of  
the foregoing is included as a Defendant Releasee even though not identified by name herein.  
Stipulation, ¶1(o).

1           12. Without further action by anyone, and subject to paragraph 13 below, upon the  
2 Effective Date of the Settlement, Defendant, on behalf of itself, and its respective administrators,  
3 predecessors, successors, attorneys, and assigns, in their capacities as such, shall be deemed to  
4 have, and by operation of law and of the judgment shall have, fully, finally and forever  
5 compromised, settled, released, resolved, relinquished, waived and discharged each and every  
6 Released Defendant's Claim<sup>3</sup> against Plaintiffs and the other Plaintiffs' Releasees,<sup>4</sup> and shall  
7 forever be barred and enjoined from prosecuting any or all of the Released Defendant's Claims  
8 against any of the Plaintiffs' Releasees. This Release shall not apply to any person or entity listed  
9 on Exhibit 1 hereto. For the avoidance of doubt, this release shall not apply to any claims by the  
10 Defendant or any other Defendant Releasee that arise out of or relate in any way to: (i) delinquent  
11 sewer fees or charges; or (ii) money owed by a Settlement Class Member for any other City  
12 services, charges or fees; in other words, it relates solely to the institution, prosecution, or  
13 settlement of the claims asserted in the Action against the Defendant.  
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19 <sup>3</sup> "Released Defendant's Claims" means all claims and causes of action of every nature and  
20 description, whether known claims or unknown claims, whether arising under federal, state,  
21 common or foreign law, that arise out of or relate in any way to the institution, prosecution, or  
22 settlement of the claims asserted in the Action against the Defendant. Released Defendant's  
23 Claims do not include: (i) any claims relating to the enforcement of the Settlement; or (ii) any  
24 claims against any Person that submits a request for exclusion from the Settlement Class that is  
25 accepted by the Court. Moreover, for the avoidance of doubt, Released Defendant's Claims do not  
26 include any claims by Defendant or Defendant's Releasees that arise out of or relate in any way to:  
27 (i) delinquent sewer fees or charges; or (ii) money owed by a Settlement Class Member for any  
28 other City services, charges or fees; in other words, Released Defendant's Claims relate solely to  
the institution, prosecution, or settlement of the claims asserted in the Action against the  
Defendant. Stipulation, ¶1(jj).

<sup>4</sup> "Plaintiffs' Releasees" means Plaintiffs, their respective attorneys, and all other Settlement Class  
Members, and their respective current and former officers, directors, agents, parents, affiliates,  
subsidiaries, successors, predecessors, assigns, assignees, employees, and attorneys, in their  
capacities as such. Stipulation, ¶1(ee).

1           13. Notwithstanding ¶¶ 11-12 above, nothing in this Final Approval Order or the  
2 Judgment shall bar any action by any of the Parties to enforce or effectuate the terms of the  
3 Stipulation, this Final Approval Order or the Judgment.

4           14. **CCP §128.7 Findings** – The Court finds that during the course of the Action, the  
5 Parties and their respective counsel at all times complied with the requirements of California Code  
6 of Civil Procedure §128.7.

7           15. **No Admissions** – Neither this Final Approval Order, the Judgment, the Stipulation  
8 (whether or not consummated), including the exhibits thereto, the negotiations leading to the  
9 execution of the Stipulation, nor any proceedings taken pursuant to or in connection with the  
10 Stipulation and/or approval of the Settlement (including any arguments proffered in connection  
11 therewith):

12                   (a) shall be offered against any of the Defendant’s Releasees as evidence of, or  
13 construed as, or deemed to be evidence of any presumption, concession, or admission by any of  
14 the Defendant’s Releasees with respect to the truth of any fact alleged by Plaintiffs or the validity  
15 of any claim that was or could have been asserted or the deficiency of any defense that has been or  
16 could have been asserted in this Action or in any other litigation, or of any liability, negligence,  
17 fault, or other wrongdoing of any kind of any of the Defendant’s Releasees or in any way referred  
18 to for any other reason as against any of the Defendant’s Releasees, in any civil, criminal or  
19 administrative action or proceeding, other than such proceedings as may be necessary to effectuate  
20 the provisions of the Stipulation;

21                   (b) shall be offered against any of the Plaintiffs’ Releasees, as evidence of, or  
22 construed as, or deemed to be evidence of any presumption, concession or admission by any of the  
23 Plaintiffs’ Releasees that any of their claims are without merit, that any of the Defendant’s  
24 Releasees had meritorious defenses, or that damages recoverable under the Complaint would not  
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1 have exceeded the Settlement Amount or with respect to any liability, negligence, fault or  
2 wrongdoing of any kind, or in any way referred to for any other reason as against any of the  
3 Plaintiffs' Releasees, in any civil, criminal or administrative action or proceeding, other than such  
4 proceedings as may be necessary to effectuate the provisions of the Stipulation; or

5 (c) shall be construed against any of the Releasees as an admission, concession,  
6 or presumption that the consideration to be given under the Settlement represents the amount  
7 which could be or would have been recovered after trial; *provided, however*, that the Parties and  
8 the Releasees and their respective counsel may refer to this Final Approval Order, the Judgment  
9 and the Stipulation to effectuate the protections from liability granted hereunder and thereunder or  
10 otherwise to enforce the terms of the Settlement.

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12 16. **Retention of Jurisdiction/Injunctive Relief** – Without affecting the finality of this  
13 Final Approval Order or the Judgment in any way, this Court retains continuing and exclusive  
14 jurisdiction over: (a) the Parties for purposes of the administration, interpretation, implementation  
15 and enforcement of the Settlement; (b) the disposition of the Settlement Fund; (c) any motion to  
16 approve the Class Distribution Order; and (d) the Settlement Class Members for all matters  
17 relating to the Action.

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19 17. For the avoidance of doubt, the Court retains continuing and exclusive jurisdiction  
20 over the Non-Monetary Remedial Relief Component of the Settlement (a/k/a injunctive relief), set  
21 forth in paragraph 10 of the Stipulation.

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23 18. **Modification of the Agreement of Settlement** – Without further approval from  
24 the Court, Plaintiffs and Defendant are hereby authorized to agree to and adopt such amendments  
25 or modifications of the Stipulation or any exhibits attached thereto to effectuate the Settlement  
26 that: (a) are not materially inconsistent with this Final Approval Order or the Judgment; and (b) do  
27 not materially limit the rights of Settlement Class Members in connection with the Settlement.



1 Without further order of the Court, Plaintiffs and Defendant may agree to reasonable extensions of  
2 time to carry out any provisions of the Settlement.

3       19.     **Termination of Settlement** – If the Settlement is terminated as provided in the  
4 Stipulation or the Effective Date of the Settlement otherwise fails to occur, this Final Approval  
5 Order and the Judgment shall be vacated, rendered null and void and be of no further force and  
6 effect, except as otherwise provided by the Stipulation, and this Final Approval Order and the  
7 Judgment shall be without prejudice to the rights of Plaintiffs, the other Settlement Class Members  
8 and Defendant, and (a) Plaintiffs and Defendant shall revert to their respective positions in the  
9 Action as of March 18, 2022, and (b) the time period from March 18, 2022 to the date on which  
10 this Stipulation is not approved by the Court, is terminated or the Effective Date otherwise fails to  
11 occur, shall not count for the purpose of calculating the five-year period to bring the Action to trial  
12 under California Code of Civil Procedure Sections 583.310, 583.330, 583.340 and 583.350, based  
13 on the passage of time during such period, as provided in the Stipulation.

16       20.     **Objection** – The objection to the Settlement is without merit and is overruled.

17       21.     **Cy Pres Recipients** – The Court finds both Los Angeles Waterkeeper and Heal the  
18 Bay are organizations that fulfill the purposes of the underlying causes of action. Los Angeles  
19 Waterkeeper engages in legal and advocacy work to improve the City’s wastewater collection  
20 system. Heal the Bay is dedicated to making the coastal waters and watersheds in Greater Los  
21 Angeles safe, healthy, and clean; its work includes tracking sewage spills and making  
22 recommendations to ensure that such spills do not occur in the future. At such time as it is  
23 determined by Plaintiffs’ Counsel, after consultation with the Claims Administrator that the re-  
24 distribution of funds remaining in the Net Settlement Fund is not cost-effective, the remaining  
25 balance shall be contributed in equal parts to Heal the Bay and LA Waterkeeper.

27       22.     **Posting of the Judgment and this Order on Settlement Website** – The Judgment  
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1 and this Order Granting Final Approval of Class Action Settlement and Motion for Attorneys'  
2 Fees, Reimbursement of Litigation Expenses, and Class Representative Service Awards shall be  
3 posted on the Settlement Website.

4       23.     **Final Report and Accounting** – The Court sets a non-appearance accounting  
5 hearing for November 25, 2024, in Department SS1 of this Court. At least five court days before  
6 the hearing, Plaintiffs' Counsel and the Claims Administrator shall submit a final report, including  
7 a summary accounting of the Settlement Fund identifying distributions made therefrom, the status  
8 of any unresolved issues, and any other matters appropriate to bring to this Court's attention. The  
9 final report shall be supported by a declaration.

11       24.     Thirty (30) days after the final report is filed with the Court, the Parties shall  
12 prepare and file a Stipulation and Proposed Order and Proposed Amended Judgment. The  
13 Stipulation and Proposed Order shall include, *inter alia*, the amount of the distribution of unpaid  
14 cash residue to the *cy pres* recipients, the check cashing deadline, the accrued interest on that sum  
15 and any other information required to be set forth pursuant to Section 68520 of the Government  
16 Code, as incorporated into Code of Civil Procedure Section 384.5. The Stipulation shall be signed  
17 by Plaintiffs' Counsel, Defendant's Counsel and counsel for (or an authorized representative of)  
18 the non-party *cy pres* recipients. The Stipulation shall include a statement to the effect that all  
19 interested persons are in accord with the Amended Judgment and have no objection to the entry of  
20 an amended judgment. If there are objections by any party, Plaintiffs' Counsel shall immediately  
21 notify the Court and the matter will be set for further hearing.

24       25.     **Payment of Claims Administrator** – The Court approves payment of the Notice  
25 and Administration Costs, the total of which shall be included in the Final Accounting provided  
26 for above.

27       26.     **Award of Attorneys' Fees, Reimbursement of Litigation Expenses and Class**  
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1 **Representative Service Awards** – Plaintiffs’ Counsel are hereby awarded attorneys’ fees in the  
2 amount of \$19,164,750 of the Settlement Fund and \$461,729.60 in reimbursement of Plaintiffs’  
3 Counsel’s litigation expenses (which fees and expenses shall be paid from the Settlement Fund),  
4 which sums the Court finds to be fair and reasonable.

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6 27. In making this award of attorneys’ fees and reimbursement of expenses to be paid  
7 from the Settlement Fund, the Court has considered and found that:

8 A. The Settlement: (i) has created a fund consisting of \$57,500,000 in cash that  
9 has been funded into escrow pursuant to the terms of the Stipulation; and (ii) provides  
10 substantial Non-Monetary Remedial Relief (*see* Stipulation, ¶10). As a result, numerous  
11 Class Members will benefit from the Settlement that occurred because of the efforts of  
12 Plaintiffs’ Counsel;

13 B. Copies of the Notice were mailed and/or emailed to at least 795,165  
14 potential Class Members stating that Plaintiffs’ Counsel would apply for attorneys’ fees in  
15 an amount not to exceed 33⅓% of the Settlement Fund and reimbursement of Litigation  
16 Expenses in an amount not to exceed \$600,000. There were no objections to the requested  
17 attorneys’ fees and expenses;

18 C. Plaintiffs’ Counsel conducted the litigation and achieved the Settlement  
19 with skill, perseverance and diligent advocacy;

20 D. The Action raised a number of complex issues;

21 E. Had Plaintiffs’ Counsel not achieved the Settlement there would remain a  
22 significant risk that Plaintiffs and the other members of the Class may have recovered less  
23 or nothing from Defendant;

24 F. Plaintiffs’ Counsel undertook the Action on a fully contingent basis, thereby  
25 assuming the risk of loss;

26 G. The two law firms that represented Plaintiffs in this Action devoted over  
27 11,574.70 hours, with a lodestar value of approximately \$6,993,376 to achieve the  
28 Settlement; and

H. The amount of attorneys' fees awarded and expenses to be reimbursed from the Settlement Fund are fair and reasonable and consistent with awards in similar cases.

28. Plaintiff Adam Hoffman is hereby granted a service award of \$15,000 from the Settlement Fund for the time and effort he expended on behalf of the Class.

29. Plaintiff Samuel Jason is hereby granted a service award of \$15,000 from the Settlement Fund for the time and effort he expended on behalf of the Class.

30. **Summary of Gross Settlement Fund and Addition/Deductions Therefrom;**  
**Anticipated Net Settlement Fund** –

<b>Settlement Fund Value</b>	\$57,500,000
<b>Plus:</b> Interest Earned as of December 12, 2023	\$1,189,163.42
<b>Less:</b> Claims Administrator Fees, Costs, and Expenses Invoiced as of December 13, 2023 and Anticipated	\$884,761
<b>Less:</b> Attorneys' Fees	\$19,164,750
<b>Less:</b> Litigation Expenses	\$461,729.60
<b>Less:</b> Service Award, Plaintiff Adam Hoffman	\$15,000
<b>Less:</b> Service Award, Plaintiff Samuel Jason	\$15,000
<b>Less:</b> Estimated Taxes Paid in November 2024	\$55,000
<b>Anticipated Net Settlement Fund</b>	\$38,092,922.82

31. **Entry of Order Granting Final Approval of Class Action Settlement and Motion for Attorneys' Fees, Reimbursement of Litigation Expenses, and Class**

**Representative Service Awards** – There is no just reason to delay the entry of this Order Granting Final Approval of Class Action Settlement and Motion for Attorneys' Fees, Reimbursement of Litigation Expenses, and Class Representative Service Awards in this Action. Accordingly, the Clerk of the Court is expressly directed to immediately enter this Order Granting Final Approval of Class Action Settlement and Motion for Attorneys' Fees, Reimbursement of

1 Litigation Expenses, and Class Representative Service Awards in this Action.

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Dated: \_\_\_\_\_, 2023

Stuart M. Rice / Judge  
HON. STUART M. RICE  
Judge of the Superior Court

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**Exhibit 1**

**List of Persons and Entities Excluded from the Settlement Class Pursuant to Request**

1. June K Martin;
2. Maria Elena Esparza;
3. Florence Shirvanian; and
4. Alice Marie Lowe.