ORDER ON SUBMITTED MATTER

SUPERIOR COURT OF CALIFORNIA

COUNTY OF SANTA CLARA

MIRIAM GREEN,

Petitioner and Plaintiff,

v.

CITY OF PALO ALTO,

Respondent and Defendant.

Case No.: 16CV300760 [consolidated with Case No. 18CV336237]

ORDER CONCERNING PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT

This is a consolidated class action for writ of mandate, declaratory judgment, and refunds of gas and electric fees imposed by Defendant/Respondent City of Palo Alto in 2012, 2016, and 2018. Over two phases of trial, the Court (Judge Walsh) rejected Plaintiff/Petitioner Miriam Green's challenges to the City's electric rates, but found that its gas rates constituted unapproved taxes in violation of article XIII C of the California Constitution "to the extent [the City's General Fund Transfer] and/or market-based rental charges were passed through to ratepayers." The Court found that these improper pass-throughs totaled approximately $12.6 million, which the City must refund to gas ratepayers. The Court entered judgment in June 2021, along with notice of entry of judgment.

In September 2021, the City appealed to the Sixth District Court of Appeal and Plaintiff later cross-appealed. While the appeal was pending, the parties negotiated a settlement. Now before the Court is Plaintiff's motion for preliminary approval of class action settlement, which is unopposed.

For the reasons discussed below, the Court GRANTS Plaintiff's motion.

I. BACKGROUND

In 2016, Plaintiff filed the lead case (the "2016 Action"). In 2017, the parties agreed to stay the matter while *Citizens for Fair REU Rates v. City of Redding* (2018) 6 Cal.5th 1 (*Redding*) was pending before the California Supreme Court. The parties also stipulated to certify the 2016 action as a class action, which was granted by the Court. Plaintiff was also appointed as the class representative and her attorneys were appointed as class counsel.

In 2018, after the City passed new utility rates, Plaintiff filed a second action challenging the 2018 gas and electric rates (the "2018 Action"). After the Supreme Court issued its opinion in *Redding* and the stay was lifted, the Court granted the parties' request to consolidate the matters and amended the certified class accordingly (the "Judgment Class"). The parties entered into tolling agreements regarding the 2019, 2020, and 2021 gas rates (the "Tolled Claims").

Over two phases of trial, the Court (Judge Walsh) rejected Plaintiff's challenges to the City's electric rates, but found that its gas rates constituted unapproved taxes in violation of article XIII C of the California Constitution ("Article XIII C"), which pertains to voter approval for local tax levies, "to the extent [the City's General Fund Transfer] and/or market-based rental charges were passed through to ratepayers."[1] The Court found that these improper pass-throughs totaled approximately $12.6 million, which the City must refund to gas ratepayers. The judgment in favor of Plaintiff was entered on June 25, 2021, along with notice of entry of judgment and Plaintiff was awarded a common fund for the gas classes for $12,618,510.

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[1] In 1996, Proposition 218, also known as the "Right to Vote on Taxes Act," passed, adding articles to Article XIII C and XIII D. Proposition 218 prohibited local governments from imposing, extending, or increasing taxes without voter approval. (Art. XIII C, §2, subds. (b) and (d).) However, it did not define "tax." In 2010, Proposition 26 was passed and it amended article XIII C to provide that a "'tax' means any levy, charge, or exaction of any kind imposed by a local government.'" (Art. XIII C, § 1, subd. (e).)

On September 21, 2021, the City appealed to the Court of Appeal and Plaintiff later cross-appealed. The Court of Appeal appointed Bob Blum to mediate the dispute. On April 13, 2022, while the appeal was pending, the parties successfully mediated the case and reached an agreement in principle. The partis finalized the settlement agreement (the "Settlement" or "Settlement Agreement") was finalized in September 2022.

Plaintiff now seeks an order preliminarily approving the proposed Settlement; conditionally decertifying the Judgment Class; conditionally certifying the settlement class (the "Settlement Class"); directing notice be given to members of the Settlement Class; appointing Plaintiff as class representative, appointing Thomas A. Kearney and Prescott W. Littlefield of Kearney Littlefield, LLP and Vincent D. Slavens of Benink & Slaves, LLP as class counsel; designating Phoenix Class Action Administration Solutions ("Phoenix") as the settlement administrator; and scheduling a final fairness hearing.

The Court issued an early tentative ruling to the parties, requesting certain modifications to the Settlement and class notice. At the June 15, 2023 hearing, the parties agreed to make some changes and explained why other suggested changes were inadvisable. The Court agreed with the parties' explanations. On June 27, Plaintiff's counsel then provided a proposed revised class notice (both long form and summary), and a proposed opt-out form for the Court's view. The Court has reviewed these materials and finds them to be proper.

I. LEGAL STANDARDS FOR SETTLEMENT APPROVAL

A. Class Action

Generally, "questions whether a [class action] settlement was fair and reasonable, whether notice to the class was adequate, whether certification of the class was proper, and whether the attorney fee award was proper are matters addressed to the trial court's broad discretion." (*Wershba v. Apple Computer, Inc*. (2001) 91 Cal.App.4th 224, 234–235 (*Wershba*), disapproved of on other grounds by *Hernandez v. Restoration Hardware, Inc.* (2018) 4 Cal.5th 260.)

> In determining whether a class settlement is fair, adequate and reasonable, the trial court should consider relevant factors, such as the strength of plaintiffs' case, the risk, expense, complexity and likely duration of further litigation, the risk of maintaining class action status through trial, the amount offered in settlement, the extent of discovery completed and the stage of the proceedings, the experience and views of counsel, the presence of a governmental participant, and the reaction of the class members to the proposed settlement.

(*Wershba, supra*, 91 Cal.App.4th at pp. 244–245, internal citations and quotations omitted.)

In general, the most important factor is the strength of the plaintiffs' case on the merits, balanced against the amount offered in settlement. (See *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 130 (*Kullar*).) But the trial court is free to engage in a balancing and weighing of relevant factors, depending on the circumstances of each case. (*Wershba, supra*, 91 Cal.App.4th at p. 245.) The trial court must examine the "proposed settlement agreement to the extent necessary to reach a reasoned judgment that the agreement is not the product of fraud or overreaching by, or collusion between, the negotiating parties, and that the settlement, taken as a whole, is fair, reasonable and adequate to all concerned." (*Ibid.*, citation and internal quotation marks omitted.) The trial court also must independently confirm that "the consideration being received for the release of the class members' claims is reasonable in light of the strengths and weaknesses of the claims and the risks of the particular litigation." (*Kullar, supra*, 168 Cal.App.4th at p. 129.) Of course, before performing its analysis the trial court must be "provided with basic information about the nature and magnitude of the claims in question and the basis for concluding that the consideration being paid for the release of those claims represents a reasonable compromise." (*Id.* at pp. 130, 133.)

II. SETTLEMENT PROCESS

Plaintiff's counsel extensively investigated the facts and law related to the matters alleged in the complaint and in the Tolled Claims. They also extensively reviewed and analyzed thousands of pages of the administrative record prepared and submitted by the City regarding the challenged utility rates, the evaluation of documents and information outside of the

administrative record. Additionally, they conducted legal research regarding the sufficiency of the claims and appropriateness of class certification, and prepared multiple trial briefs and appeared at the hearings on the merits.

According to Plaintiff's counsel, the parties engaged in extensive arms-length negotiations. They evaluated the benefits to the members of the Judgment Class under the terms of the Settlement Agreement; the risks, costs, and uncertainty of proceeding with the appeals process and further litigation of the Tolled Claims; and the desirability of finalizing the Settlement Agreement promptly in order to provide relief to the class members. They valued potential settlement payments, including for the Tolled Claims, for which they used the same methodology employed by the Court (Judge Walsh) when it determined the refund in phase II of the trial. During the negotiations, Plaintiff agreed to remove the payments by the City for the market-based rent issue and to include a credit for the City's under-collection of rate revenue in 2021.

III. SETTLEMENT PROVISIONS

The Settlement provides a common fund of $17,337,111.00 from which refunds will be paid to the City's gas utility retail customers in three installments over approximately two years. That total is before the deduction of attorneys' fees, costs, and an incentive award. The Settlement Agreement resolves the 2016 action and all the Tolled Claims. Under the Settlement Agreement, the parties request that the Court decertify the judgment class and certify a "Settlement Class" conditionally upon final approval of the Settlement. The Settlement Class includes the following five subclasses of gas utility customers of the City of Palo Alto Utilities whom the City billed for natural gas service:

(1) 2012 Gas Rate Class: all gas utility customers billed between September 23, 2015 and June 30, 2016;

(2) 2016 Gas Rate Class: all gas utility customers billed between June 1, 2016 and June 30, 2018;

(3) 2018 Gas Rate Class: all gas utility customers billed between July 1, 2018 and June 30, 2019;

(4) 2019 Gas Rate Class: all gas utility customers billed between July 1, 2019 and June 30, 2020; and

(5) 2021 Gas Rate Class: all gas utility customers billed between July 1, 2021 and June 30 2022.

Excluded from the Settlement Class are (1) all persons who were excluded from the Judgment Class; (2) all persons who timely elected to be excluded from the Settlement Class; and (3) judge(s) to whom the case is assigned and any immediate family members thereof. Additionally, the parties agree that the gas utility customers of the City billed for natural gas service between June 30, 2020 and July 1, 2021 and after June 30, 2022 are not entitled to any refund, pursuant to the original judgment.

The amount of the settlement fund after the exclusion of administrative expenses, any service awards, and any attorneys' fees and expenses is the "Net Settlement Fund." The Net Settlement Fund allocation to each gas rate sub-class will be as follows: 26% to the 2012 Sub-Class; 21% to the 2016 Sub-Class; 13% to the 2018 Sub-Class; 23% to the 2019 Sub-Class; and 17% to the 2021 Sub-Class. In reaching the Settlement, the City calculated that the average refund for a class member, if that person is a member of all classes, is $156.32.

Additionally, Plaintiff will seek a service award of $7,500. Plaintiff's counsel will seek attorneys' fees and costs for one-fourth of the total recovery in this matter or $4,334,278.00. However, these matters are not part of the Settlement and will be considered separately from this motion.

IV. FAIRNESS OF SETTLEMENT

The Settlement provides a common fund of $17,337,111, from which refunds will be paid to the City's gas utility retail customers in three installments over approximately two years after the settlement becomes final and not subject to further appeal. The Settlement was reached after the matter was fully litigated through judgment and after arms-length negotiations, while the appeal was pending.

In calculating the total, the parties utilized Plaintiff's formula, which was adopted by the Court (Judge Walsh) at the end of Phase II of the trial. The formula takes the sum of the general

fund transfer and rent charge for each fiscal year and deducts the so-called non-rate revenue and transfers from the reserves to arrive at the refund owed. The parties applied that formula to determine the value of the Tolled Claims. Before adjustments, the City's liability for the cases tried to judgment and the Tolled Claims could have been as high as $21,575,510.00. During the negotiations, Plaintiff agreed to exclude the rent charges from the refund for a total reduction of $3,720,399.00. The City's gas rates in 2021 were $518,000 below its cost of service, so Plaintiff agreed to credit the City for this "under-collection" which brought the total settlement amount to $17,337,111.

In exchange for the Settlement, Plaintiff and each class member agree to release any claims related to the subject matter of the action, arising during the period of January 1, 2012 and June 30, 2023. The release is appropriately tailored to the allegations at issue. (See *Amaro v. Anaheim Arena Management, LLC* (2021) 69 Cal.App.5th 521, 537.)

Overall, for purposes of preliminary approval, the Court finds that the Settlement is fair and reasonable to the class, since this Settlement avoids further costly appellate proceedings but still yields substantial, appropriate benefits for class members. Further, class members took a relatively small discount from the maximum amount they likely would have received if two somewhat-uncertain events occurred: a) the City lost the "Tolled Claims"; and b) the City lost its appeal.

V. PROPOSED SETTLEMENT CLASS

Plaintiff requests that the Settlement Class be provisionally certified.

A. Legal Standard for Certifying a Class for Settlement Purposes

Rule 3.769(d) of the California Rules of Court states that "[t]he court may make an order approving or denying certification of a provisional settlement class after [a] preliminary settlement hearing." California Code of Civil Procedure Section 382 authorizes certification of a class "when the question is one of a common or general interest, of many persons, or when the parties are numerous, and it is impracticable to bring them all before the court …."

Section 382 requires the plaintiff to demonstrate by a preponderance of the evidence: (1) an ascertainable class and (2) a well-defined community of interest among the class

members. (*Sav-On Drug Stores, Inc. v. Superior Court* (2004) 34 Cal.4th 319, 326, 332 (*Sav-On Drug Stores*).) "Other relevant considerations include the probability that each class member will come forward ultimately to prove his or her separate claim to a portion of the total recovery and whether the class approach would actually serve to deter and redress alleged wrongdoing." (*Linder v. Thrifty Oil Co.* (2000) 23 Cal.4th 429, 435.) The plaintiff has the burden of establishing that class treatment will yield "substantial benefits" to both "the litigants and to the court." (*Blue Chip Stamps v. Superior Court* (1976) 18 Cal.3d 381, 385.)

In the settlement context, "the court's evaluation of the certification issues is somewhat different from its consideration of certification issues when the class action has not yet settled." (*Luckey v. Superior Court* (2014) 228 Cal.App.4th 81, 93.) As no trial is anticipated in the settlement-only context, the case management issues inherent in the ascertainable class determination need not be confronted, and the court's review is more lenient in this respect. (*Id.* at pp. 93–94.) But considerations designed to protect absentees by blocking unwarranted or overbroad class definitions require heightened scrutiny in the settlement-only class context, since the court will lack the usual opportunity to adjust the class as proceedings unfold. (*Id.* at p. 94.)

B. Ascertainable Class

A class is ascertainable "when it is defined in terms of objective characteristics and common transactional facts that make the ultimate identification of class members possible when that identification becomes necessary." (*Noel v. Thrifty Payless, Inc.* (2019) 7 Cal.5th 955, 980 (*Noel*).) A class definition satisfying these requirements

> puts members of the class on notice that their rights may be adjudicated in the proceeding, so they must decide whether to intervene, opt out, or do nothing and live with the consequences. This kind of class definition also advances due process by supplying a concrete basis for determining who will and will not be bound by (or benefit from) any judgment.

(*Noel*, *supra,* 7 Cal.5th at p. 980, citation omitted.)

"As a rule, a representative plaintiff in a class action need not introduce evidence establishing how notice of the action will be communicated to individual class members in order

to show an ascertainable class." (*Noel*, *supra,* 7 Cal.5th at p. 984.) Still, it has long been held that "[c]lass members are 'ascertainable' where they may be readily identified … by reference to official records." (*Rose v. City of Hayward* (1981) 126 Cal. App. 3d 926, 932, disapproved of on another ground by *Noel, supra,* 7 Cal.5th 955; see also *Cohen v. DIRECTV, Inc.* (2009) 178 Cal.App.4th 966, 975-976 ["The defined class of all HD Package subscribers is precise, with objective characteristics and transactional parameters, and can be determined by DIRECTV's own account records. No more is needed."].)

Here, the class members are identifiable from the City's business records. Most of the class members have been notified already during the process of giving notification of the certification of the Judgment Class. Moreover, the Settlement class is defined based on objective characteristics. The Court finds that the Settlement Class is numerous, ascertainable, and appropriately defined.

C. Community of Interest

The "community-of-interest" requirement encompasses three factors: (1) predominant questions of law or fact, (2) class representatives with claims or defenses typical of the class, and (3) class representatives who can adequately represent the class. (*Sav-On Drug Stores, supra*, 34 Cal.4th at pp. 326, 332.)

For the first community of interest factor, "[i]n order to determine whether common questions of fact predominate the trial court must examine the issues framed by the pleadings and the law applicable to the causes of action alleged." (*Hicks v. Kaufman & Broad Home Corp.* (2001) 89 Cal.App.4th 908, 916 (*Hicks*).) The court must also examine evidence of any conflict of interest among the proposed class members. (See *J.P. Morgan & Co., Inc. v. Superior Court* (2003) 113 Cal.App.4th 195, 215 (*J.P. Morgan*).) The ultimate question is whether the issues which may be jointly tried, when compared with those requiring separate adjudication, are so numerous or substantial that the maintenance of a class action would be good for the judicial process and to the litigants. (*Lockheed Martin Corp. v. Superior Court* (2003) 29 Cal.4th 1096, 1104–1105 (*Lockheed Martin*).) "As a general rule if the defendant's liability can be determined

by facts common to all members of the class, a class will be certified even if the members must individually prove their damages." (*Hicks*, *supra,* 89 Cal.App.4th at p. 916.)

Here, common legal and factual issues predominate. Plaintiff's claims arise from the City's imposition of the gas service fees on all gas service customers without voter approval in violation of Propositions 218 and 26.

As to the second factor,

> The typicality requirement is meant to ensure that the class representative is able to adequately represent the class and focus on common issues. It is only when a defense unique to the class representative will be a major focus of the litigation, or when the class representative's interests are antagonistic to or in conflict with the objectives of those she purports to represent that denial of class certification is appropriate. But even then, the court should determine if it would be feasible to divide the class into subclasses to eliminate the conflict and allow the class action to be maintained.

(*Medrazo v. Honda of North Hollywood* (2008) 166 Cal. App. 4th 89, 99, internal citations, brackets, and quotation marks omitted.)

Plaintiff's claims are identical to the claims of all class members. Just like all other class members, Plaintiff's injuries arise out of the City's imposition of increased taxes (i.e., excessive gas rates) on all gas service customers during the class period without voter approval in violation of Proposition 218 and 26. The anticipated defenses are not unique to Plaintiff and there is no indication that her interests are otherwise in conflict with those of the class.

Finally, adequacy of representation "depends on whether the plaintiff's attorney is qualified to conduct the proposed litigation and the plaintiff's interests are not antagonistic to the interests of the class." (*McGhee v. Bank of America* (1976) 60 Cal.App.3d 442, 450.) The class representative does not necessarily have to incur all of the damages suffered by each different class member in order to provide adequate representation to the class. (*Wershba, supra,* 91 Cal.App.4th at p. 238.) "Differences in individual class members' proof of damages [are] not fatal to class certification. Only a conflict that goes to the very subject matter of the litigation

will defeat a party's claim of representative status." (*Ibid*., internal citations and quotation marks omitted.)

Plaintiff has the same interest in maintaining this action as any class member would have and there is no conflict of interest. Additionally, Plaintiff hired experienced counsel, who litigated this action through trial and through the Settlement. Thus, Plaintiff has sufficiently demonstrated adequacy of representation.

D. Substantial Benefits of Class Certification

"[A] class action should not be certified unless substantial benefits accrue both to litigants and the courts. . . ." (*Basurco v. 21st Century Ins.* (2003) 108 Cal.App.4th 110, 120, internal quotation marks omitted.) The question is whether a class action would be superior to individual lawsuits. (*Ibid.)* "Thus, even if questions of law or fact predominate, the lack of superiority provides an alternative ground to deny class certification." (*Ibid.*) Generally, "a class action is proper where it provides small claimants with a method of obtaining redress and when numerous parties suffer injury of insufficient size to warrant individual action." (*Id*. at pp. 120–121, internal quotation marks omitted.)

Here, there were an estimated 39,740 class members, before any opt-outs in the Judgment Class. (Littlefield Decl., ¶ 34.) The Settlement Class includes class members entitled to recovery for the Tolled Claims. It would be inefficient for the Court to hear and decide the same issues separately and repeatedly for each class member. Moreover, it would be cost prohibitive for each class member to file suit individually, as each member would have the potential for little to no monetary recovery. It is clear that a class action provides substantial benefits to both the litigants and the Court in this case.

Accordingly, the Court provisionally certifies the Settlement Class.

VI. DECERTIFICATION OF JUDGMENT CLASS

"After certification, a trial court retains flexibility to manage the class action, including to decertify a class if the court subsequently discovers that a class action is not appropriate. To prevail on a decertification motion, a party must generally show new law or newly discovered evidence showing changed circumstances. A motion for decertification is not an opportunity for

a disgruntled class defendant to seek a do-over of its previously unsuccessful opposition to certification. Modifications of an original class ruling, including decertifications, typically occur in response to a significant change in circumstances, and [i]n the absence of materially changed or clarified circumstances courts should not condone a series of reargruments on the class issues[.] A class should be decertified only where it is clear there exist changed circumstances making continued class action treatment improper.

A party moving for decertification generally has the burden to show that certification is no longer warranted, and courts have broad discretion in ruling on this issue. Trial courts are ideally situated to evaluate the efficiencies and practicalities of permitting group action and therefore are afforded great discretion in evaluating the relevant factors. However, [d]ecertification resting on improper legal criteria or an incorrect assumption is an abuse of discretion." (*Kight v. CashCall, Inc.* (2014) 231 Cal.App.4th 112, 125-126, internal quotations and citations omitted.)

Here, there is good cause for the decertification of the Judgment Class because the Judgment Class must be expanded to include the new members who are entitled to recover from the settlement of the Tolled Claims. This will also give members of the Judgment Class the opportunity to opt-out of the Settlement Class if they want to do so. Furthermore, the parties have agreed to the decertification of the Judgment Class, pursuant to the Settlement Agreement.

Accordingly, the Court provisionally decertifies the Judgment Class.

VII. NOTICE

The content of a class notice is subject to court approval. (Cal. Rules of Court, rule 3.769(f).) "The notice must contain an explanation of the proposed settlement and procedures for class members to follow in filing written objections to it and in arranging to appear at the settlement hearing and state any objections to the proposed settlement." (*Ibid.*) In determining the manner of the notice, the court must consider: "(1) The interests of the class; (2) The type of relief requested; (3) The stake of the individual class members; (4) The cost of notifying class members; (5) The resources of the parties; (6) The possible prejudice to class members who do

not receive notice; and (7) The res judicata effect on class members." (Cal. Rules of Court, rule 3.766(e).)

Here, the Notice contains a statement of the background of the action, history of the litigation, and the proposed Settlement Agreement, including how the proposed Settlement Agreement would provide relief to the class and class members and what claims are released under the proposed Settlement Agreement. Class members are informed of their rights to exclude themselves or object and they are given 60 days to request exclusion from the class or submit written objection to the settlement. Class members are also informed that any final order and judgment entered in the action, whether favorable or unfavorable to the class, shall include and be binding on all class members who have not been excluded from the class, even if they have objected.

The Court concludes this form of notice is generally adequate. Additionally, the notice requires that class members draft a signed letter containing certain information in order to opt out of the settlement. Instead, Plaintiff should provide class members with a pre-printed form (paper or web-based) for this purpose. Plaintiff has agreed to post this form to the website for this case, which the Court finds sufficient.

With regard to appearances at the final fairness hearing, the notice shall be further modified to instruct class members as follows:

> Class members who wish to appear remotely should contact class counsel at least three days before the hearing if possible. Instructions for appearing remotely are provided at https://www.scscourt.org/general_info/ra_teams/video_hearings_teams.shtml and should be reviewed in advance. Class members may appear remotely using the Microsoft Teams link for Department 1 (Afternoon Session) or by calling the toll-free conference call number for Department 1. Any class member who wishes to appear in person can do so.

Turning to the notice procedure, the parties recommend Phoenix to serve as the settlement administrator. Phoenix administrated notice to the Judgment Class and it already has the information for most class members. The administrator will mail the notice packet within 14 days of receiving the class list from the parties after updating the class members' addresses using the National Change of Address Database. Any return notices will be re-mailed to any forwarding address provided or better address located through a skip-trace or other search. Class members will have 60 calendar days to submit a claim, request exclusion from the class, or provide written objection to the settlement. Class members who receive re-mailed notices will have 7 additional days to respond under the parties' original proposal.

These notice procedures are generally appropriate; however, the Court believes that class members who receive re-mailed notices should have 14 additional days to respond. (Plaintiff has agreed to this procedural change.)

VIII. CLASS REPRESENTATIVE

In order to be deemed an adequate class representative, the class action proponent must show it has claims or defenses that are typical of the class, and it can adequately represent the class. (*J.P. Morgan, supra,* 113 Cal.App.4th at p. 212.) Where there is a conflict that goes to the very subject matter of the litigation, it will defeat a party's claim of class representative status. (*Ibid.*) Thus, a finding of adequate representation will not be appropriate if the proposed class representative's interests are antagonistic to the remainder of the class. (*Ibid*.)

Plaintiff was appointed the class representative of the Judgment Class. As stated above, her claims are typical of the Settlement Class and she can adequately represent the class. She has spent approximately 24 hours participating in this action. (Green Decl., ¶¶ 3-4.) Moreover, there is no indication that she has interests adverse to the other class members. Therefore, the Court approves the request and appoints Plaintiff as the class representative of the Settlement Class.

IX. CLASS COUNSEL

Plaintiff's counsel were appointed as class counsel for the Judgment Class. As the Court did with the Judgment Class, it finds that Plaintiff's counsel are sufficiently experienced in litigating Proposition 26 and 218 actions. (See Littlefield Decl., ¶¶ 30-33; Slavens Decl., ¶ 4.) Therefore, Plaintiff's counsel are appointed class counsel for the Settlement Class.

X. CONCLUSION

The Court GRANTS the motion for preliminary approval, as specified above. The final approval hearing is scheduled for **December 21, 2023 at 1:30 p.m.** in Dept. 1.

IT IS SO ORDERED.

Date: July 5, 2023

Sunil R. Kulkarni

The Honorable Sunil R. Kulkarni
Judge of the Superior Court