

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA
CIVIL MINUTES—GENERAL

Case No. **EDCV 23-2092 JGB (DTBx)**

Date October 20, 2025

Title ***B.K., et al. v. Eisenhower Medical Center***

Present: The Honorable **JESUS G. BERNAL, UNITED STATES DISTRICT JUDGE**

MAYNOR GALVEZ

Deputy Clerk

Phyllis A. Preston

Court Reporter

Attorney(s) Present for Plaintiff(s):

Matthew Langley

Attorney(s) Present for Defendant(s):

Teresa C. Chow

Proceedings: Order (1) GRANTING Plaintiffs' Motion for Final Approval of Class Action Settlement (Dkt. No. 67); and (2) GRANTING Plaintiffs' Motion for Attorneys' Fees (Dkt. No. 66).

Before the Court are Plaintiffs' unopposed motion for final approval of class action settlement ("Final Approval Motion," Dkt. No. 66) and motion for award of attorneys' fees, costs and plaintiffs' service awards ("Fees Motion," Dkt. No. 66) (jointly, the "Motions"). After considering the papers filed in support of the Motions, as well as oral argument on October 20, 2025, the Court **GRANTS** the Motions.

I. BACKGROUND

On October 12, 2023, plaintiffs B.K. and N.Z., (collectively, "Plaintiffs") individually, and on behalf of all others similarly situated, filed a complaint against defendant Eisenhower Medical Center ("Defendant" or "EMC"). ("Complaint," Dkt. No. 1.) The Complaint alleged fourteen causes of action: (1) violation of California Confidentiality of Medical Information Act, Cal. Civ. Code § 56, et seq. ("CMIA"); (2) violation of Electronic Communications Privacy Act, 18 U.S.C. § 2511(1), et seq. ("ECPA"); (3) violation of ECPA, 18 U.S.C. § 2511(3)(a), et seq.; (4) violation of California Invasion of Privacy Act, Cal. Penal Code § 630, et seq. ("CIPA"); (5) violation of California Unfair Competition law, Cal. Bus. & Prof. Code, § 17200, et seq. ("UCL"); (6) invasion of privacy under California constitution; (7) invasion of privacy – intrusion upon seclusion; (8) breach of implied contract; (9) violation of California Consumers Legal Remedies Act, Cal. Civ. Code § 1750, et seq. ("CLRA"); (10) violation of California Penal

Code § 496(a) and (c); (11) negligence; (12) breach of confidence; (13) breach of fiduciary duty; and (14) unjust enrichment. (Id.)

On February 29, 2024, the Court granted Defendant's motion to dismiss with leave to amend eleven claims and without leave to amend three claims (claims two, three, and four). (Dkt. No. 28.) On March 14, 2024, Plaintiffs filed a motion for reconsideration of the MTD Order as to their second (ECPA) and fourth (CIPA) claims. (Dkt. No. 30.) On April 11, 2024, the Court granted in part Plaintiffs' motion for reconsideration, allowing Plaintiffs to re-plead claims two and four. (Dkt. No. 36.)

Plaintiffs filed their First Amended Complaint on April 22, 2024. ("FAC," Dkt. No. 37.) The FAC alleges the following eleven causes of action: (1) violation of CMIA; (2) violation of ECPA; (3) violation of CIPA; (4) violation of California's UCL; (5) invasion of privacy under California constitution; (6) invasion of privacy – intrusion upon seclusion; (7) violation of CLRA; (8) violation of California Penal Code § 496(a) and (c); (9) breach of confidence; (10) breach of fiduciary duty; and (11) unjust enrichment. (Id.)

On November 1, 2024, the parties filed a joint notice of settlement. ("Notice," Dkt. No. 45.) On February 18, 2025, Plaintiffs filed an unopposed motion for preliminary approval of class settlement. ("Preliminary Approval Motion," Dkt. No. 53.) On June 4, 2025, the Court granted the Preliminary Approval Motion. ("Preliminary Approval Order," Dkt. No. 64.)

On August 19, 2025, Plaintiffs filed this Final Approval Motion and Fees Motion—both are unopposed. (Final Approval Motion; Fees Motion.) On October 17, 2025, Defendant filed the supplemental declaration of Ryan Aldridge. ("Aldridge Decl.," Dkt. No. 72.)

II. LEGAL STANDARD

A. Class Action Settlement

A court may approve a class settlement "only after a hearing and only on finding that it is fair, reasonable, and adequate." Fed. R. Civ. P. 23(e)(2). To determine whether a settlement meets that standard, courts consider the following non-exhaustive factors:

the strength of plaintiffs' case; the risk, expense, complexity, and likely duration of further litigation; the risk of maintaining class action status throughout the 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.

Staton v. Boeing Co., 327 F.3d 938, 959 (9th Cir. 2003) (internal citation omitted).

Although a strong judicial policy favors settlement of class actions, the decision to approve a class action settlement is committed to the court's "sound discretion." Class Plaintiffs v. Seattle, 955 F.2d 1268, 1276 (9th Cir. 1992). The court must examine the settlement as a whole for overall fairness. Cheng Jiangchen v. Rentech, Inc., 2019 WL 5173771, at *5 (C.D. Cal. Oct. 10, 2019) (citing Hanlon v. Chrysler Corp., 150 F.3d 1011, 1026 (9th Cir. 1998)). Neither district courts nor appellate courts have the power to delete, modify, or substitute provisions in the negotiated settlement agreement—the agreement must "stand or fall in its entirety." Hanlon, 150 F.3d at 1026.

To approve a class action settlement, the court typically conducts a three-step inquiry. See, e.g., Adoma v. Univ. of Phoenix, Inc., 913 F. Supp. 2d 964, 972 (E.D. Cal. 2012). First, if applicable, the court assesses whether the parties have met the notice requirements of the Class Action Fairness Act of 2005 ("CAFA"), 28 U.S.C. § 1715. See id. Second, the court determines whether the parties have satisfied the notice requirements of Federal Rule of Civil Procedure 23(c)(2).¹ See id. Third, the court must find that the proposed settlement is fair, reasonable, and adequate under Rule 23(e)(2). Id.

B. Attorneys' Fees and Costs

"In a certified class action, the court may award reasonable attorney's fees and nontaxable costs that are authorized by law or by the parties' agreement." Fed. R. Civ. P. 23(h). To calculate reasonable attorneys' fees in a common-fund case, the Court has discretion to utilize either (1) the lodestar method or (2) the percentage-of-the-fund method. Vizcaino v. Microsoft Corp., 290 F.3d 1043, 1047 (9th Cir. 2002). Whether to use one method over the other is in the Court's discretion; however, the use of the percentage method in common-fund cases appears to be dominant. Id.

Under the percentage-of-recovery method, 25% of a common fund is the benchmark for attorneys' fees awards. In re Bluetooth Headset Prod. Liab. Litig., 654 F.3d 935, 942 (9th Cir. 2011) (citing Six (6) Mexican Workers v. Ariz. Citrus Growers, 904 F.2d 1301, 1311 (9th Cir.1990)) ("[C]ourts typically calculate 25% of the fund as the 'benchmark' for a reasonable fee award, providing adequate explanation in the record of any 'special circumstances' justifying a departure."). Meanwhile, under the lodestar method, a "lodestar figure is calculated by multiplying the number of hours the prevailing party reasonably expended on the litigation (as supported by adequate documentation) by a reasonable hourly rate for the region and for the experience of the lawyer." Id. at 941 (citing Staton, 327 F.3d at 965). Whether the Court awards the benchmark amount or some other rate, the award must be supported "by findings that take into account all of the circumstances of the case." Vizcaino, 290 F.3d at 1048. To guard against an unreasonable result, the Ninth Circuit has encouraged district courts to cross-check any calculations done in one method against those of another method. Id. at 1050–51.

¹ All subsequent references to "Rule" refer to the Federal Rules of Civil Procedure, unless otherwise noted.

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III. SETTLEMENT AGREEMENT

The Court incorporates by reference the definitions provided in the Settlement Agreement. (“Agreement,” Dkt. No. 66-3.) All terms defined therein shall have the same meaning in this order.

A. The Settlement Class

The Settlement Class is defined as “[a]ll identifiable individuals who logged into the EMC MyChart patient portal, and/or submitted an online form and/or scheduled a laboratory appointment on EMC’s public website www.eisenhowerhealth.org, in the time frame of January 1, 2019, to May 3, 2023.” (Agreement ¶ 10(mm).)

Excluded from the Class are EMC and its affiliates, parents, subsidiaries, officers, and directors, as well as the judge(s) presiding over this matter and their clerks. (Id.)

B. Release

In exchange for the Settlement’s benefits, all Settlement Class Members will release all Released Claims against Defendant as detailed in the Settlement Agreement. (Id. ¶ 9.)

The Plaintiffs’ Release provision provides that: “[o]n the Effective Date and in consideration of the promises and covenants set forth in this Settlement Agreement, Plaintiffs will be deemed to have fully, finally, and forever completely released, relinquished, and discharged the Released Persons from any and all past, present, and future claims, counterclaims, lawsuits, set-offs, costs, expenses, attorneys’ fees and costs, losses, rights, demands, charges, complaints, actions, suits, causes of action, obligations, debts, contracts, penalties, damages, or liabilities of any nature whatsoever, known, unknown, or capable of being known, in law or equity, fixed for contingent, accrued or unaccrued and matured or not matured that were or could have been asserted in the Litigation.” (Id. ¶ 78.)

The Settlement Class Release provision provides that: “[o]n the Effective Date and in consideration of the promises and covenants set forth in this Settlement Agreement, each Settlement Class Member will be deemed to have fully, finally, and forever completely released, relinquished, and discharged the Released Persons from any and all past, present, and future claims, counterclaims, lawsuits, set-offs, costs, expenses, attorneys’ fees and costs, losses, rights, demands, charges, complaints, actions, suits, causes of action, obligations, debts, contracts, penalties, damages, or liabilities of any nature whatsoever, in law or equity, fixed or contingent,

accrued or unaccrued and matured or not matured that were or could have been asserted in the Litigation.” (Id. ¶ 79.)

Released Claims do not include any “medical malpractice, or other bodily injury claims, or claims relating to the enforcement of the settlement.” (Id. ¶ 77.)

C. Monetary Terms

The Agreement provides for a non-reversionary cash Settlement Fund of \$875,000 to pay (i) all Administrative Expenses; (ii) any Taxes; (iii) any Cash Compensation to Settlement Class Members, (iv) any court-approved Service Awards; and (v) any court-approved attorneys’ fees and costs. (Id. ¶ 13.)

1. Cash Compensation to Settlement Class Members

All Settlement Class Members who submit a valid claim form will receive a pro rata share of the Net Settlement Fund (“Cash Compensation”). (Id. ¶ 25.) Cash Compensation payments shall be issued on a pro rata basis, such that the aggregate value of the Cash Compensation payments does not exceed the Net Settlement Fund. (Id. ¶ 90.)

Participating Settlement Class Members will receive Settlement Payments via electronic means made available by the Settlement Administrator or may elect payment by physical check. (Id. ¶ 36.) Any monies remaining in the Net Settlement Fund one hundred twenty (120) days after the issuance of Claim Payments shall be distributed to a *cy pres* recipient mutually agreed upon by the Parties and approved by the court. (Id. ¶ 37.)

D. Equitable Relief

Under the Agreement, Defendant agrees to create and maintain a Web Governance Committee to assess the implementation and use of analytics and advertising technologies on the Website and patient portal to evaluate whether such use is consistent with Defendant’s mission and all applicable law. (Id. ¶ 23.) Defendant also agrees that for two years following final approval of the Settlement, Defendant will not use the Meta Pixel or Google Analytics source code on its Website unless the Web Governance Committee makes the requisite legal determination under 45 CFR § 164.514(b)(1) and an affirmative disclosure posted on the webpage(s) on its Website that the tool(s) is/are being used on the Website as well as providing proper identification for the tool(s) being used. (Id.)

E. Attorneys’ Fees, Costs, Expenses, and Service Awards

The Agreement provides that the Settlement Amount will cover the Class counsel fees, costs and expenses, and service awards. (Id. ¶¶ 58-59.) Class Counsel seeks an award of attorneys’ fees in the amount of \$288,750 in fees, which is approximately 33% of the total value of the

settlement fund. (Fees Motion at 5.) Class Counsel seeks \$9,180.63 in costs and service awards for Class Representatives in the amount of \$2,500 each. (Id. at 16.)

F. The Settlement Administrator

The Court appointed EAG Gulf Coast, LLC as the settlement administrator (“Settlement Administrator”). (Preliminary Approval Order at 15.) EAG Gulf Coast, LLC provided Class Notice, processed claims, and administered the settlement. (See Aldridge Decl.) EAG Gulf Coast, LLC’s overall costs total \$46,962 thus far, and EAG Gulf Coast, LLC anticipates incurring an additional \$26,394 in costs for a grand total of \$73,356. (Id. at 7.) EAG Gulf Coast, LLC will be paid from the Settlement Fund. (Agreement ¶ 13.)

G. Notice

Pursuant to the Court’s Preliminary Approval Order, Class Notice consisted of E-mail Notice to Settlement Class Members with known email addresses and Postcard Notice for all other Settlement Class Members. (Final Approval Motion at 5-6.) Notice was sent out beginning on July 3, 2025. (Id. at 6.) Additionally, the Settlement Administrator created a dedicated Settlement Website on July 2, 2025. (Id. at 7.) Claimants can download the Complaint, the Notice, the Claim Form, the Settlement Agreement, and other relevant court documents. (Id.; Aldridge Decl. ¶ 14.) The Settlement Administrator also established a toll-free telephone number, e-mail address, and mailing address through which the Settlement Administrator can be contacted. (Final Approval Motion at 7.)

H. Opt-Out and Objection Procedures

Any Settlement Class Member may submit a Request for Exclusion from the Settlement by or before the Opt-Out Date. (Agreement ¶ 55.) To be valid, the Request for Exclusion must be (i) submitted electronically on the Settlement Website, or (ii) postmarked or received by the Settlement Administrator on or before the Opt-Out Date at the address set forth in the Long-Form Notice. (Id.)

Any Settlement Class Member who wishes to object to the proposed Settlement Agreement must file with the Court and serve a written objection(s) to the Settlement on the Settlement Administrator, at the address set forth in the Long-Form Notice. (Id. ¶ 49.) Each Objection must be filed with the Court and served on the Settlement Administrator not later than the Objection Deadline, and must include the following: (i) set forth the Settlement Class Member’s full name, current address, telephone number, and email address; (ii) contain the Settlement Class Member’s original signature; (iii) contain proof that the Settlement Class Member is a member of the Settlement Class (e.g., copy of settlement notice or confirmation of online form submission or laboratory appointment scheduling); (iv) state that the Settlement Class Member objects to the Settlement, in whole or in part; (v) set forth a statement of the legal and factual basis for the Objection; (vi) provide copies of any documents that the Settlement

Class Member wishes to submit in support of his/her position; (vii) identify all counsel representing the Settlement Class Member, if any; (viii) contain the signature of the Settlement Class Member's duly authorized attorney or other duly authorized representative, along with documentation setting forth such representation; and (ix) contain a list, including case name, court, and docket number, of all other cases in which the objector and/or the objector's counsel has filed an objection to any proposed class action settlement. (Id. ¶¶ 50-51.)

The Requests for Exclusion and Objection procedures are detailed in plain language in the Long Form Notice, the Settlement Agreement, and on the Settlement Website. (Id. ¶ 57.)

IV. DISCUSSION

A. Class Certification

The Court previously certified the Class pursuant to Rule 23 for settlement purposes only. (See Preliminary Approval Order at 14-15); Amchem Prods., Inc. v. Windsor, 521 U.S. 591, 620 (1997) ("Confronted with a request for settlement-only class certification, a district court need not inquire whether the case, if tried, would present intractable management problems."). Nothing has been put forth to challenge or otherwise undermine the Court's certification. See In re Apollo Grp. Inc. Sec. Litig., 2012 WL 1378677, at *4 (D. Ariz. Apr. 20, 2012) ("The Court has previously certified, pursuant to Rule 23 . . . and hereby reconfirms its order certifying a class."). Accordingly, the Court reconfirms its order certifying the Class for the purpose of final settlement approval.

B. Final Settlement Approval

1. CAFA Notice Requirements

A court cannot grant final approval of a class action settlement until each defendant complies with the notice requirements under CAFA. See 28 U.S.C. § 1715(d). Specifically, "[n]ot later than 10 days after a proposed settlement of a class action is filed in court, each defendant that is participating in the proposed settlement shall serve" notice of the proposed settlement "upon the appropriate State official of each State in which a class member resides and the appropriate Federal official." Id. § 1715(b).

Here, in compliance with CAFA, EMC served a notice of settlement on the appropriate federal and state officials pursuant to 28 U.S.C. § 1715 ("CAFA Notice"). (Aldrige Decl. ¶ 6.) More than 90 days have passed since the date of the CAFA notice—there is no indication that there were any objections. (Id.) Accordingly, the Court finds that EMC complied with CAFA's notice requirements.

2. Rule 23(c) Notice Requirements

Class actions brought under Rule 23(b)(3), like this one, must satisfy the notice provisions of Rule 23(c)(2) and, upon class settlement, “[t]he court must direct notice in a reasonable manner to all class members who would be bound by the proposal.” Fed. R. Civ. P. 23(e)(1)(B). Rule 23(c)(2) requires “the best notice that is practicable under the circumstances, including individual notice” of particular information. See Fed. R. Civ. P. 23(c)(2)(B).

As discussed above, the Court-approved Class Notice was disseminated to Class Members beginning on July 3, 2025. Class Notice consisted of E-mail Notice to Settlement Class Members with known email addresses and Postcard Notice for all other Settlement Class Members. (Final Approval Motion at 5-6; Aldridge Decl. ¶¶ 9-10.) The Settlement Administrator sent Class Notices to 163,761 Class Members. (Aldridge Decl. ¶ 17.) Additionally, the Settlement Administrator sent a reminder Email Notice to all Class Members with a deliverable email address who had not submitted a claim by September 18, 2025. (Id. ¶ 18.) The reminder Email Notice was sent to 145,225 email addresses on September 18, 2025. (Id.) As of the filing of the Final Approval Motion, the Settlement Administrator received eight opt-outs, and zero objections—this results in 11,754 participating Class Members. (Id. ¶¶ 19-21.)

Based on the Final Approval Motion and its supporting documents, the Court finds that the Class Notice and notice procedure fairly and adequately informed Class Members of the nature of the action, the terms of the proposed settlement, the effect of the action and release of claims, as well as Class Members’ right to exclude themselves from and object to the proposed settlement. Accordingly, the Court finds that the Class Notice was the best notice practicable under the circumstances. Rule 23(c)(2)(B).

3. Fair, Reasonable, and Adequate

Under Rule 23(e), “the claims, issues, or defenses of a certified class may be settled . . . only with the court’s approval.” “The primary concern of [Rule 23(e)] is the protection of those class members, including the named plaintiffs, whose rights may not have been given due regard by the negotiating parties.” Officers for Justice v. Civil Serv. Comm’n of City and Cnty. of S.F., 688 F.2d 615, 624 (9th Cir. 1982). Pursuant to Rule 23(e)(2), “[i]f the proposal would bind class members, the court may approve it only after a hearing and on finding that it is fair, reasonable, and adequate.” Fed. R. Civ. P. 23(e)(2). Here, the Court held a final approval hearing on October 20, 2025.

To determine whether the settlement is fair, reasonable, and adequate, courts consider several factors, including “the strength of plaintiffs’ case; the risk, expense, complexity, and likely duration of further litigation; the risk of maintaining class action status throughout 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.” Staton, 327 F.3d at 959 (internal citations omitted). Moreover, the settlement may not be a product of collusion among the negotiating parties. See In re Mego Fin. Corp. Sec. Litig., 213 F.3d 454, 458 (9th Cir. 2000).

This list of factors is not exhaustive, and “different factors may predominate in different factual contexts.” Torrisi v. Tucson Elec. Power Co., 8 F.3d 1370, 1376 (9th Cir. 1993).

a. Strength of Case, and the Risk, Expense, Complexity, and Duration of Further Litigation

The strength of Plaintiffs’ case favors approval. However, Plaintiffs acknowledge that “success is not guaranteed” and Plaintiffs would “face significant risks” if litigation were to continue. (Final Approval Motion at 11.) Without the settlement, the parties must litigate the ultimate merits of the case—a “long, complex, and expensive” process. Woodard v. Labrada, No. EDCV-16-00189-JGB-SP, 2019 WL 4509301, at *9 (C.D. Cal. Apr. 23, 2019). This holds especially true in “complex” data privacy and tracking technology cases like this one “with novel issues and evolving laws posing hurdles.” (Final Approval Motion at 11.) Therefore, the risk, expense, complexity, and likely duration of further litigation also favors approval.

b. Amount Offered in Settlement

In determining whether the amount offered in settlement is fair, a court compares the settlement amount to the parties’ estimates of the maximum amount of damages recoverable in a successful litigation. In re Mego, 213 F.3d at 459.

The Agreement provides for a non-reversionary cash Settlement Fund of \$875,000. (Agreement ¶¶ 13, 15.) The parties estimate that the monetary relief for the Settlement Class will be a pro rata share per class member of \$4.59 each. (Final Approval Motion at 13.) Plaintiffs contend this relief is within the range that has been approved in similar privacy cases involving tracking pixels. See In re Advocate Aurora Health Pixel Litig., 740 F. Supp. 3d 736, 753 (E.D. Wis. 2024) (approving settlement with pro rata payment of \$4.89). Plaintiffs further contend that the Settlement Amount support final approval when weighing “the immediate cash benefits and injunctive relief this Settlement makes available to Settlement Class Members and the difficulties posed to each individual of pursuing his or her own claims. (Final Approval Motion at 13-14.)

Although the settlement amount may represent a small fraction of the maximum value of this litigation, “[i]t is well-settled law that a cash settlement amounting to only a fraction of the potential recovery does not per se render the settlement inadequate or unfair.” In re Mego, 213 F.3d at 459 (quoting Officers for Justice v. Civil Serv. Comm’n, 688 F.2d 615, 628 (9th Cir. 1982)). In In re Mego, the Ninth Circuit considered the difficulties in proving the case and determined the settlement amount, which was one-sixth of the potential recovery, was fair and adequate. Id. Given the difficulties posed to each individual of pursuing his or her claim, the Court finds the settlement amount is potentially fair.

c. Extent of Discovery Completed and the Stage of Proceedings

For a court to approve a proposed settlement, “[t]he parties must . . . have engaged in sufficient investigation of the facts to enable the court to intelligently make an appraisal of the settlement.” Acosta v. Trans Union, LLC, 243 F.R.D. 377, 396 (C.D. Cal. 2007) (internal citations omitted). Here the parties engaged in fact-investigation “through settlement negotiations and informal discovery.” (Final Approval Motion at 14.) Defendant provided Plaintiffs’ counsel with “information and documents regarding EMC’s use of tracking pixels on its web properties, the class size, and other relevant information.” (Id.) These documents and data “allowed counsel “to understand the strengths and weakness of their respective cases.” (Id.) “[T]he Settlement is the product of informed, arm’s-length settlement negotiations, including a full-day mediation on October 11, 2024, with Martin F. Scheinman, Esq. and nearly six months of negotiations between the Parties.” (Id.)

Because Plaintiffs participated in investigation and mediation, the Court finds each side has a clear idea of the strengths and weaknesses of its respective cases and concludes that the extent of discovery and the stage of proceedings weigh in favor of preliminary approval. See Lewis v. Starbucks Corp., 2008 WL 4196690, at *6 (E.D. Cal. Sept. 11, 2008) (“[A]pproval of a class action settlement is proper as long as discovery allowed the parties to form a clear view of the strengths and weaknesses of their cases.”); In re Mega Fin. Corp. Sec. Litig., 213 F.3d 454, 459 (9th Cir. 2000) (“[F]ormal discovery is not a necessary ticket to the bargaining table where the parties have sufficient information to make an informed decision about settlement.”); Manual for Complex Litigation (Fourth) § 13.12 (recognizing benefits of settlement are diminished if postponed until discovery is completed and approving of targeting early discovery at information needed for settlement negotiations).

d. Experience and Views of Counsel

“Great weight is accorded to the recommendation of counsel, who are most closely acquainted with the facts of the underlying litigation.” Nat’l Rural Telecomms. Coop. v. DIRECTV, Inc., 221 F.R.D. 523, 528 (C.D. Cal. 2004) (internal citation and quotation marks omitted). The parties reached settlement after review of their claims and defenses, with the assistance of a mediator, and Plaintiffs’ counsel recommends approval of the Agreement. (Final Approval Motion at 15.) The Court finds this factor weighs in favor of preliminary approval.

e. Governmental Participant

A court should consider “the presence of a governmental participant” in deciding whether to grant final approval of a settlement. Staton, 327 F.3d at 959. Here, there is no governmental participant so this factor does not apply. (Final Approval Motion at 16.)

f. Class Members’ Reaction to the Proposed Settlement

“It is established that the absence of a large number of objections to a proposed class action settlement raises a strong presumption that the terms of a proposed class settlement action

are favorable to the class members.” Nat’l Rural Telecomms. Coop., 221 F.R.D. at 529. Here, there were only eight requests for exclusion by a Class Member and zero objections to the settlement. (See Aldridge Decl. ¶¶ 20-21.) Given the low number of opt-outs and the absence of objections, the Court finds that this factor weighs in favor of approval.

g. Collusion Between the Parties

Finally, the Court reaffirms that there has been no collusion between the parties. (See Preliminary Approval Order at 12-13.) The settlement was negotiated at arms-length under the supervision of an experienced mediator. (Final Approval Motion at 1.) This process is in accordance with Rule 23(e)(2)(B).

All of the factors above weigh in favor of approval, and the Court finds that the Agreement is fair, reasonable, and adequate. The Court hereby **GRANTS** the Final Approval Motion.

C. Costs and Incentive Award

Under the Agreement, Class Counsel’s actual attorneys’ fees, costs and expenses, and Plaintiffs’ service award will be paid from the Settlement Fund. (Fees Motion at 4.) Class Counsel seeks \$288,750 in attorneys’ fees, and \$9,180.63 in costs (Id. at 5, 16.) Additionally, Class Counsel seeks service awards for Plaintiffs of \$2,500 each to be paid out of the Settlement Fund. (Id. at 4, 16.) The Agreement provides that the Settlement Amount will cover the Class counsel fees and expenses payment. (Agreement ¶ 16.) The attorneys’ fees requested represent approximately 33% of the total value of the settlement fund. (Fees Motion at 5.) Compared to the amount of fees calculated under the lodestar method, the amount of attorneys’ fees requested would result in a negative multiplier of .49. (Id. at 14.) Therefore, the Court finds that an award of \$288,750 to Class counsel and an award of \$9,180.63 for litigation costs is fair and reasonable.

Class Counsel argues that Plaintiffs’ service awards are appropriate because Plaintiffs have “dedicated themselves to vigorously pursuing” this litigation since its inception. (Id. at 17.) Additionally, they routinely communicated with Class Counsel regarding the litigation, remained fully informed on its progress, reviewed pertinent documents, actively participated in settlement discussions, and risked exposing their own “highly sensitive and private medical information.” (Id.) Service awards are “intended to compensate class representatives for work done on behalf of the class, to make up for financial or reputational risk undertaken in bringing the action, and, sometimes, to recognize their willingness to act as a private attorney general.” Rodriguez v. W. Publishing Corp., 563 F.3d 948, 958-59 (9th Cir. 2009). The Court finds that an incentive award of \$2,500 each for both plaintiffs, for a total of \$5,000, is fair and reasonable.

The Court hereby **GRANTS** the Fees Motion.

VII. CONCLUSION

For the above reasons, the Court **ORDERS** as follows:

1. Plaintiffs' Final Approval Motion is **GRANTED**. The parties shall perform their obligations pursuant to the terms of the Agreement and this Order.
2. Plaintiffs' Fees Motion is **GRANTED**. Class Counsel shall receive an award of \$288,750 in attorney's fees, and \$9,180.63 in costs. Plaintiffs shall receive a service award in the amount of \$2,500 each, for a total of \$5,000. The settlement administrator shall receive \$73,356.
3. All Class Members who did not validly and timely request exclusion from the settlement have released their claims against the Released Parties, as defined in the Agreement.
4. Except as to any Class Members who have validly and timely requested exclusion, this action is **DISMISSED WITH PREJUDICE**, with all parties to bear their own fees and costs, except as set forth herein and in the prior orders of this Court.
5. Without affecting the finality of this Order, the Court retains jurisdiction over the parties, including Class Members, for the purposes of construing, enforcing, and administering the Order and Judgment, as well as the Agreement itself.
6. Judgment shall be entered accordingly.

IT IS SO ORDERED.