IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

JANELL MOORE, GARY GLICK, and MICHELLE ZYGELMAN, on Behalf of Themselves and All Others Similarly Situated, Plaintiffs, vs. ANGIE'S LIST, INC., Defendant.	CIVIL ACTION NO: 2:15-cv-01243

PLAINTIFFS' UNOPPOSED MOTION AND INCORPORATED MEMORANDUM OF LAW IN SUPPORT OF THEIR UNOPPOSED MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT

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I. INTRODUCTION

Plaintiffs Janell Moore, Gary Glick, and Michelle Zygelman respectfully move for Final Approval of the proposed Settlement Agreement (ECF 39, Ex. A) (the "Settlement" or "Agreement"), which will resolve Plaintiffs' and Settlement Class Members' ("Class Members") claims in the above-captioned action (the "Action"). The Court has preliminarily approved the proposed settlement reached by the parties in this action, and approved the parties' proposed Class Notice program.[1] *See* ECF 43. Class Notice has been disseminated to the Settlement Class as directed by the Court. By this motion and incorporated memorandum in support, Plaintiffs respectfully request that the Court conduct a final review of the settlement, and approve the settlement as fair, adequate, and reasonable.

II. PROCEDURAL BACKGROUND

A. The Litigation

On March 11, 2015, Plaintiff Janell Moore filed a class action complaint in this District on behalf of herself and a nationwide class (and Pennsylvania subclass) of consumers against Defendant Angie's List, Inc. ("Angie's List"). In the *Moore* action, Ms. Moore sought monetary damages and other relief in connection with Angie's List's allegedly misleading representations and omissions about whether service providers can pay to advertise on Angie's List and whether, by doing so, the service providers allegedly can influence their letter-grade rating, the content and visibility of reviews, and their search-result ranking.

The original complaint asserted that Angie's List's alleged failure to adequately disclose this information constituted a breach of contract (viz., the standardized Membership Agreement between Angie's List and its members) and breach of the implied covenant of good faith and fair

[1] Capitalized terms not defined herein shall have the meaning set forth in the Settlement Agreement.

dealing (Count I), fraud and fraudulent inducement (Count II), unjust enrichment (Count III), and a violation of state unfair trade practices and consumer protection laws (Count IV). *See generally* ECF 1. In addition to the *Moore* action, Plaintiffs subsequently filed actions in New Jersey (the *Glick* action) and California (the *Zygelman* action).

The *Moore* action primarily focused on the alleged effect of service provider revenue on the reviews, ratings, and search result rankings of service providers consumers could access through Angie's List. As characterized in the *Moore* complaint, "reviews" are narrative descriptions of a consumer's experience with a given service provider; "ratings" are "A" through "F" letter grades that consumers assign to service providers across various metrics (such as price, punctuality, etc.); and "search result rankings" means the order in which service providers appear in consumers' online search results when consumers search the list for a service provider. The *Moore* action included allegations that service providers can pay advertising dollars to artificially inflate their letter-grade ratings, to suppress (i.e., render not visible to consumers) negative reviews, and to be ranked higher in members' search results than the service providers otherwise would have appeared on the list.

An extensive factual record was developed in the *Moore* action, aided by the Court's approval of two requests for short extensions of the discovery deadline, particularly to accommodate document and electronic discovery and the scheduling of multiple depositions. *See* ECF 25; ECF 36. Angie's List produced more than 100,000 pages of documents from multiple document custodians, and engaged a third-party vendor to assist with complex data extractions. *See* Decl. of David J. Stanoch, Esq. ("Stanoch Decl.") (Ex. A hereto) at ¶¶ 14, 17. Meanwhile, Plaintiff subpoenaed BPA Worldwide, Angie's List's outside auditor of certain of its practices, including the integrity of Angie's List's ratings, reviews, and advertising and related

business practices. *See id.* at ¶ 16. The subpoena sought documents and a corporate deposition. BPA Worldwide separately produced more than 15,000 pages of documents in response to the subpoena. *Id.* Moreover, in February 2016, Plaintiff deposed four key Angie's List personnel in Indianapolis, Indiana, both in their individual capacity and on a number of topics pursuant to Rule 30(b)(6). *Id.* at ¶ 15.

Angie's List defended the Action on several grounds, including that the existence of revenue from service providers has been publicly disclosed in different ways and in multiple locations, such as in response to FAQs posted to its website, through various mentions in the Membership Agreement, and in significant public filings with the SEC. Angie's List also has denied and continues to deny that service-provider advertising revenue has an impact on a service provider's rating, or the content or visibility of reviews about that service provider. Additionally, Angie's List has defended these claims on the basis that it tells its members that service providers offering coupons are placed at the top of category and keyword search results under the setting on the website in which members sort service providers using the "with coupon" category, and further explains how members can sort results differently by chosen criteria (like by overall rating or alphabetically) without regard to whether the provider also offers coupons. Moreover, while Angie's List used a phrase that "businesses don't pay" and other similar language for a time, Angie's List produced evidence in discovery that the phrase or other similar language frequently was used in conjunction with important context, including an explanation that Angie's List claims was intended to mean that service providers cannot pay "to be on Angie's List," and, in many instances, with a link to a page purporting to describe service-provider advertising.

Plaintiffs acknowledge that in light of these defenses, there are significant risks that Angie's List may be able to establish the absence of a genuine issue of materials fact with regard to any claims relating to ratings and reviews. *See, e.g.*, Stanoch Decl. at ¶¶ 18-20. Plaintiffs also recognize that the existence of service provider advertising arguably might have been disclosed in certain ways, and that the challenged "businesses don't pay" advertising phrase substantially ceased by the end of November 2013. On the one hand, Plaintiffs maintain that this disclosure was not adequate, clear enough, or consistent enough, and believe that they had a valid evidentiary basis to continue to assert these claims. Indeed, Plaintiffs believe certain discovery suggests that the adequacy of the disclosure and transparency about certain fees Angie's List earned on certain service provider e-commerce transactions facilitated through the Angie's List website was lacking. On the other hand, Plaintiffs are mindful of the material risk of an adverse determination at the summary judgment stage.

Even to the extent Plaintiffs' claims were to withstand summary judgment, significant manageability issues could cloud the prospects of certification of a litigation class. There is the potential that variations in state law could present manageability concerns, as could manageability issues regarding whether putative class members did or did not see the challenged statements, whether they knew that Angie's List received money from service providers, and whether the putative class member did or did not perceive that they received full value for their membership fee. The prospect of a trial represented its own risks for all parties. *Id.* at ¶¶ 20-21.

In conjunction with the Court's preliminary approval of the Settlement, the *Glick* and *Zygelman* actions were voluntarily dismissed and the plaintiffs and claims therein were folded into this action pursuant to the Conditional Amended Complaint filed with leave of Court. *See generally* ECF 40 (Conditional Amended Complaint). Having had the benefit of substantial

discovery, Plaintiffs narrowed their allegations in the Conditional Amended Complaint to focus on Angie's List's alleged failure to adequately disclose its acceptance of advertising revenue from service providers and the alleged impact this may have on search result rankings. As a result of this discovery, the allegations about the suppression of negative reviews and artificial inflation of letter grades that had appeared in the *Moore* complaint were removed from the Conditional Amended Complaint. *See generally* ECF 40.

B. Settlement Negotiations

On August 14, 2015, this Court referred the parties to mediation before Magistrate Judge Jacob P. Hart, and directed the parties to engage in limited discovery. *See* ECF 17. The parties exchanged limited discovery to facilitate discussions and, on October 26, 2015, mediated before Magistrate Judge Hart. *See* ECF 21. A resolution could not be achieved at that time, and thus the Court set a schedule of further proceedings, including, but not limited to, a deadline for discovery and for summary judgment motions. *See* ECF 22 (October 26, 2015 Order). Full discovery commenced immediately.

As the litigation matured, and additional facts and information were learned by both sides, the parties believed it was worthwhile to re-engage in formal mediation. To that end, the parties jointly engaged an experienced mediator, James T. Giles, Esq., currently Of Counsel to Pepper Hamilton LLP and a retired former Chief Judge of this District. *See* Stanoch Decl. at ¶ 6. The first in-person, all-day mediation session before Judge Giles took place on April 4, 2016, after providing Judge Giles with certain case materials and information. *Id.* at ¶ 7. Unlike the first mediation session before Magistrate Judge Hart, this mediation session had the benefit of having taken place after nearly all fact discovery had been completed, and the parties' discovery motions had been resolved. *Id.*

The parties made substantial progress on April 4, but a resolution could not be achieved that day. *Id.* at ¶ 8. The parties nevertheless continued to engage in negotiations and, after considerable back-and-forth, the contours of a potential agreement in principle began to take shape. *Id.* The parties therefore held another in-person, lengthy mediation session with Judge Giles on April 12, 2016, the result of which was a detailed, written Memorandum of Understanding executed with the authority of each of the Plaintiffs and Angie's List. *Id.* at ¶ 9.

On April 20, 2016, the parties informed this Court that they had reached an agreement in principle on behalf of the Settlement Class defined herein. *Id.* at ¶ 11. The parties informed the *Zygelman* and *Glick* courts about the settlement, securing a stay in anticipation that both cases would soon be voluntarily withdrawn. *Id.* The parties executed the Settlement Agreement on June 24, 2016, memorializing the agreement and expanding upon the Memorandum of Understanding executed on April 19, 2016, subject to Preliminary Approval and Final Approval as required by Federal Rule of Civil Procedure 23. *Id.* at ¶ 12. This Court granted Plaintiffs' unopposed motion for preliminary approval of the settlement on July 12, 2016, and set deadlines for settlement proceedings and a date for the Fairness Hearing. ECF 43. This schedule was amended by Order dated August 11, 2016, to accommodate the orderly completion of the Class Notice plan and the construction of a pre-populated Claims module to make an already convenient Claims process even more user-friendly. ECF 44.

III. SUMMARY OF THE SETTLEMENT

As set forth more fully below, the Settlement Agreement contemplates a nationwide settlement class consisting of all persons in the United States who were paying members of Angie's List at any time between March 11, 2009 and the date of Preliminary Approval (i.e., July 12, 2016). *See* Agreement at ¶ 4. The Settlement Class consisted of approximately 5.9 million individuals. Of the approximately 5,915,214 potential members of the Settlement Class, **over**

99% received direct E-mail or Postcard Notice of the settlement under the Class Notice program. *See* Decl. of Cameron Azari, Esq. on Implementation of Settlement Notice Plan ("Azari Decl.") (Ex. B) at ¶ 9. The terms most pertinent to this Motion are discussed below.

A. Monetary Relief

Under the terms of the Agreement, Angie's List will pay a total of $1.4 million for monetary relief to the Settlement Class. *Id.* at ¶ 8. Settlement Class Members who submit a valid Claim may elect one of two forms of relief: a monetary benefit or a membership benefit. *See* Agreement at ¶¶ 17-21.

Settlement Class Members who purchased or renewed a membership with Angie's List between March 11, 2009 and December 31, 2013, may elect to receive a cash payment (currently estimated to be approximately $8.50, based on the robust claim-response rate and pending adjustments following industry-standard verification protocols), or one month of free membership for every year they were a paying member, with a minimum benefit of one month (including for those Settlement Class Members with only a partial year of membership) and a maximum benefit of four months. *Id.* at ¶¶ 18-19. The total monetary relief available to this group is $966,000.00, to be distributed on a *pro rata* basis among the valid Claims electing this form of relief. *Id.*

Settlement Class Members who purchased or renewed a membership with Angie's List between January 1, 2014 and July 12, 2016 (the date of Preliminary Approval) may elect to receive a cash payment (currently estimated to be approximately $4.00, based on the robust claim-response rate and pending adjustments following industry-standard verification protocols), or one month of free membership for every year they had been a paying member, with a minimum benefit of one month (including for those Settlement Class Members with only a partial year of membership) and a maximum benefit of two months. *Id.* at ¶¶ 18, 20. The total

monetary relief available to this group is $434,000.00, to be distributed on a *pro rata* basis among the valid Claims electing this form of relief.

In addition, Settlement Class Members who straddle both time periods above are eligible to make an election from both periods of relief; provided, however, that the maximum membership benefit for those electing a free membership period is four months of free membership. *Id.* at ¶ 21.

Relatively greater compensation has been made available to members who joined or renewed on or before December 31, 2013, out of recognition that Angie's List's use of advertising phrases that include words to the effect that "businesses do not pay" substantially ceased by the end of November 2013. Given that this advertising phrase had become a material focus of the claims asserted in the Action and the Conditional Amended Complaint, the parties, including the representative Plaintiffs who became members during Angie's List's use of these marketing phrases and either rejoined or renewed their membership after Angie's List ceased using these phrases, agreed that Settlement Class Members who joined while the phrases were in use should receive more than those who joined after they ceased.

B. Prospective Relief

The settlement also provides significant prospective relief. No later than thirty days after the settlement's Final Effective Date, Angie's List shall amend its standardized Membership Agreement to conform with the language agreed to by the parties and reflected in Exhibit 8 to the Agreement. *See* Agreement at ¶ 22. In addition, within the same timeframe, Angie's List shall amend its publicly available FAQs on its website to conform with the language agreed to by the parties and reflected in Exhibit 9 to the Agreement. *Id.* at ¶ 23. These amendments go to the core of Plaintiffs' claims and enhance, *inter alia*, Angie's List's explanations that (1) it derives advertising revenue from service providers offering coupons and discounts through its website,

its call center, and its magazine, (2) eligible service providers offering discounts or coupons are placed at the top of category and keyword search results under the sort by "with coupon" sort option and that alternative sort options are available, and (3) Angie's List may earn a transaction fee in connection with service providers' e-Commerce offerings purchased through Angie's List.

IV. PRELIMINARY CLASS CERTIFICATION AND NOTICE

A. Class Certification

On July 12, 2016, the Court certified for settlement purposes the proposed class, finding that the prerequisites for a class action under Rules 23(a) and 23(b)(3) of the Federal Rules of Civil Procedure have been met. ECF 43. No substantive change in fact or law warrants reconsideration of that order. Stanoch Decl. at ¶ 3. For purposes of settlement, Angie's List does not oppose class certification. Plaintiffs respectfully request that the Court maintain certification of the Settlement Class and finally approve the proposed Settlement Class as certified and enter the Final Order and Final Judgment initially submitted with the Settlement Agreement, and attached hereto as Exhibits D and E.

B. Class Notice

The parties have selected and the Court approved Epiq Systems, Inc. ("Epiq") to disseminate notice and handle claims administration. Agreement at ¶ 1(kk); *see* ECF 43 (approving notice program). Class Notice was designed to give the best notice practicable, was tailored to reach members of the Settlement Class, and was reasonably calculated under the circumstances to apprise the Settlement Class of the settlement and, specifically, each member's rights (i) to make claims, (ii) to exclude themselves from the Settlement, or (iii) to object to the settlement's terms or Plaintiffs' Class Counsel's anticipated fee application and request for Plaintiffs' service awards. *See* Agreement at ¶¶ 56-69, & Exs. 2, 5, and 6 thereto; *see also* ECF 43 at 3 (approving notice program).

The Class Notice program was comprised of three parts: (i) direct e-mail notice; (ii) direct mail notice for e-mail transmissions for which Epiq receives an "undeliverable" notification; and (iii) long form notice with more detail than the e-mail and direct mail notices, which was available on a Settlement Website and via e-mail and/or mail upon request. Agreement at ¶¶ 58, 60-63. A toll-free telephone number was established as well. *Id.* ¶ 60. All forms of notice included, among other information: (i) a context-appropriate description of the settlement; (ii) the date by which Settlement Class Members may make a claim, exclude themselves from the Settlement Class, or object to the settlement; (iii) the date of the Fairness Hearing; (iv) the address of the Settlement Website; and (v) the number of the toll-free telephone line. *Id.* at ¶¶ 60-62 & Exs. 2, 5, and 6 thereto. The Class Notice plan directly reached **over 99%** of the Settlement Class members, constituting sufficient notice to persons entitled to receive it and satisfying all applicable requirements of law, including Federal Rule of Civil Procedure 23 and the constitutional requirement of due process. *See* ECF 43 at 3 (approving notice program); Azari Decl. at ¶¶ 7-8.

After the Court granted preliminary approval of the settlement, Epiq began implementing the Class Notice plan. *See* Azari Decl. ¶¶ 7-8. As set forth below, Epiq found that the Class Notice plan, as implemented, was comprehensive, well-suited to the Class, and conforms to the high standards that jurisprudence requires. *Id.*

1. Email Notice

Angie's List provided Epiq with a list of all members of the Settlement Class identifiable through Angie's List's membership records, including available e-mail and mailing address information. *See* Azari Decl. at ¶ 9. Between August 16, 2016 and August 26, 2016, Epiq disseminated 5,915,214 individual email notices at the most recent e-mail address on record at Angie's List. *Id.* For class members' convenience, each E-mail Notice contained an embedded

link to the online Claims module along with a unique code number that, when entered into the Claims module, produced an electronic Claim Form pre-populated with objective information from Angie's List's records relating to their benefit eligibility that helped Claimants evaluate and select among the particular settlement remedies available to them. *See* Decl. of Guy Thompson Regarding Notice and Claims ("Thompson Decl.") (Ex. C) at ¶ 8. Settlement Class Members were also able to complete a Claim Form through an open form (i.e., without any pre-population) either electronically through the Claims module or through hard-copy format, if they so chose. *Id.* at ¶¶ 8-9. The overwhelming majority of Claimants opted to submit an electronic, rather than hard-copy, Claim Form. *Id.* at ¶ 10.

2. Direct-Mail Notice

The Class Notice provided that E-mail Notice transmissions returned as undeliverable would be supplemented with a direct Postcard Notice to the last known mailing address as reflected in Angie's List's records. 474,657 of E-mail Notice transmissions were returned as undeliverable within the meaning of paragraph 62 to the Settlement Agreement. *See* Azari Decl. at ¶ 15. Epiq disseminated 462,695 direct-mail Postcard Notices. *Id.*. at ¶ 19. As of November 10, 2016, only 32,812 Postcard Notices remain undeliverable. *Id.* at ¶ 20. Epiq also transmitted 289 hard-copy Claims packages to Settlement Class Members upon request. *Id.* at ¶ 22.

3. The Settlement Website and the Toll-Free Settlement Phone Line

Epiq established a Settlement Website (www.MoorevALsettlement.com) as a means for Settlement Class members to obtain notice of, and information about, the settlement. *Id.* at ¶ 24. The Settlement Website included an electronic and printable copy of the Long Form Notice, Claim Form, information about the litigation and the settlement, and important Court documents. *Id.* The Settlement Website was activated on August 17, 2016 and remains active. *Id.* The Settlement Website's URL was prominently displayed in all notice materials. *Id.* There have

been 258,347 unique visitors to the Settlement Website and over 1,413,018 website page viewed presented. *Id.* at ¶ 27.

Epiq also activated and maintains a dedicated toll-free telephone line, (888) 293-9919, for the members of the Settlement Class to obtain additional information about the settlement in the form of frequently asked questions and answers. *Id.* at ¶ 28. The toll-free number also allowed Settlement Class members to request to have more information mailed directly to them. *Id.* The toll-free number was prominently displayed in all printed notice materials. As of November 10, 2016, Epiq has received a total of 2,196 calls (representing 4,389 minutes of use). *Id.*

4. The Best Notice Practicable Was Provided to the Class

Rule 23(e)(1) requires the Court to direct notice in a reasonable manner to all class members who would be bound by a proposed settlement, voluntary dismissal, or compromise regardless of whether the class was certified under Rule 23(b)(1), (b)(2), or (b)(3). *Manual for Complex Litig.* (4th Ed.), at § 21.312. The test is whether the method employed to distribute the notice was reasonably calculated to apprise the class of the pendency of the action, of the proposed settlement, and of the class members' rights to opt out or to object. *Eisen v. Carlisle & Jacquelin*, 417 U.S. 156, 173 (1974); *Glaberson v. Comcast Corp.*, Civ. A. No. 03-6604, 2014 U.S. Dist. LEXIS 172040, at *18 (E.D. Pa. Dec. 12, 2014) ("[N]otice to class members must be reasonably calculated under all the circumstances, to apprise interested parties of the pendency of the action and afford them an opportunity to present their objections"); *In re Ikon Office Sols., Inc., Sec. Litig.*, 194 F.R.D. 166, 174 (E.D. Pa. 2000) ("In order to satisfy due process, notice to class members must be 'reasonably calculated under all the circumstances, to apprise interested parties of the pendency of the action and afford them an opportunity to present their objections.'") (citations omitted).

The Class Notice plan – comprised of direct E-mail Notice, direct-mail Postcard Notice, and a dedicated Settlement Website and toll-free number – easily satisfies these requirements. Because Class Members' principal interactions with Angie's List are through the internet, and because of the type of membership records maintained by Angie's List, it was determined that direct e-mail notice (including follow-up e-mail notice or, in the alternative, direct-mail postcard notice) was the best primary vehicle to reach the Settlement Class. *See* Azari Decl. at ¶¶ 8, 23. Courts in this Circuit routinely approve similar notice programs. *See, e.g.*, *Hanlon v. Palace Enmt. Holdings*, LLC, Civ. A. No. 11-987, 2012 U.S. Dist. LEXIS 364, at *17 (W.D. Pa. Jan. 3, 2012) (use of summary notice via e-mail or postcard, based on defendant's databases, "provides a direct avenue to the persons most likely to be potential class members. The court finds this is the best notice practicable under the circumstances."); *Esslinger v. HSBC Bank Nevada, N.A.*, Civ. A. No. 10-3213, 2012 U.S. Dist. LEXIS 165773, at *19 (E.D. Pa. Nov. 2012) ("'[F]irst-class mail and publication regularly have been deemed adequate under the stricter notice requirements . . . of Rule 23(c)(2)'") (alteration in original) (quoting *Zimmer Paper Prods., Inc. v. Berger & Montague, P.C.*, 758 F.2d 86, 91 (3d Cir. 1985)). The Notice Program reached approximately 99% of likely Settlement Class members. *See* Azari Decl. at ¶ 23. This reach exceeds even the high end of the standard range set forth in the Federal Judicial Center's (FJC) *Judge's Class Action Notice and Claims Process Checklist and Plain Language Guide. Id.* at ¶¶ 3, 16, 40 (quoting Guide, which states "the lynchpin in an objective determination of the adequacy of a proposed notice effort is whether all the notice efforts together will reach a high percentage of the class. It is reasonable to reach between 70–95%").

As noted in the various forms of Notice, Settlement Class members were informed of their options for opting-out or objecting to the settlement, information about the Fairness

Hearing, the salient terms of the settlement and how to obtain additional information. *See, e.g.*, *id.* at ¶ 13. The Notice documents and Claim Form are plain and easy to understand and provide neutral and objective information about the nature of the Settlement. *See id.* at ¶ 34. In addition, the Class Notice was designed to give the best notice practicable, tailored to reach putative Settlement Class members directly, and reasonably calculated under the circumstances to apprise the Settlement Class of the pendency of the Action, Settlement Class members' rights to make a Claim for benefits, to opt-out of the Settlement Class, or to object to the terms of the Settlement, and Plaintiffs' Class Counsel's fee application and the requests for Service Awards. *See id.* at ¶ 13. In addition, "CAFA notice" was provided to government officials pursuant to the Class Action Fairness Act. *See id.* at ¶¶ 34-37; *see Hanlon*, 2012 U.S. Dist. LEXIS 364, at *17; *Esslinger*, 2012 U.S. Dist. LEXIS 165773, at *19.

C. Claims Process

Settlement Class Members had the option to select their preferred settlement benefit by submitting a Claim Form before the deadline set by the Court. Agreement at ¶¶ 26-27. The Court originally set this deadline for October 3, 2016 (ECF 43), and subsequently extended the deadline to November 15, 2016 (ECF 44). As noted above, Settlement Class Members were able to complete Claim Forms online (with certain eligibility information already pre-populated based on Angie's List's membership records to facilitate their Claim). *See* Thompson Decl. at ¶¶ 8-9. Alternatively, Settlement Class Members could complete a hard-copy Claim Form, which was downloadable from the Settlement Website or available by calling or writing to the Settlement Administrator. *See id.* at ¶¶ 5, 10. Claims Forms could be completed and submitted online directly through a Claims module on the Settlement Website or by mail. *Id.*

The Settlement Administrator is initially responsible for reviewing the Claims for validity and, after consultation with Plaintiffs' Class Counsel and Angie's List's Counsel, makes the final

determinations of the benefit amount owed to each eligible Claimant. *See* Agreement at ¶¶ 28-34. Claimants who submit a Claim deemed invalid are given electronic notice of the decision and an opportunity to challenge the denial. *Id.* at ¶¶ 32-33.

D. Class Representatives' Service Awards, and Plaintiffs' Class Counsel's Attorneys' Fees and Litigation Expenses

The Court has already appointed Plaintiffs' Class Counsel to represent the Settlement Class. *See* ECF 43. Angie's List will not oppose Plaintiffs' Class Counsel's request for reasonable attorneys' fees up to $937,500.00, which includes reimbursement of litigation costs and expenses. *See* Agreement at ¶ 83. Angie's List will also not oppose Service Awards for each of the representative Plaintiffs, in the amounts of $7,500 for Plaintiff Moore, $2,500 for Plaintiff Zygelman, and $2,500 for Plaintiff Glick. *Id.* at ¶ 85. The service awards, attorneys' fees, costs and expenses were negotiated only after the principal terms and structure of relief for the Settlement Class were agreed upon, and will be paid by Angie's List apart from the monetary relief available to the Settlement Class, and from each other. *Id.* at ¶ 85.

V. THE COURT SHOULD GRANT FINAL APPROVAL

A. Legal Standard

Rule 23(e) of the Federal Rules of Civil Procedure provides for judicial approval of the compromise of claims brought on a class basis if the proposed class action settlement is "fair, reasonable, and adequate." Approval of class action settlements is committed to the sound discretion of the district court. *See* Fed. R. Civ. P. 23(e). In exercising its discretion, a district court should be mindful of the strong judicial policy favoring settlements. *See, e.g., In re Warfarin Sodium Antitrust Litig.*, 391 F.3d 516, 535 (3d Cir. 2004).

A district court's evaluation of a proposed class action settlement focuses on whether the settlement is fair, adequate, and reasonable. *See, e.g., In re GMC Pick-Up Truck Fuel Tank*

Prods. Liab. Litig., 55 F.3d 768, 785 (3d Cir. 1995); *Glaberson v. Comcast Corp.*, Civ. A. No. 03-6604, 2014 U.S. Dist. LEXIS 172040, at *14 (E.D. Pa. Dec. 12, 2014); *see also Manual for Complex Litigation (Fourth)* § 21.61-21.62. Additionally, a settlement enjoys an "initial presumption of fairness" when, *inter alia*, it was negotiated at arm's length by experienced counsel. *See In re Warfarin Sodium Antitrust Litig.*, 391 F.3d 516, 535 (3d Cir. 2004). The settlement here is presumptively fair, and otherwise satisfies the criteria for final approval.

B. The Settlement – The Result of Informed, Non-Collusive Arm's Length Negotiations Between Experienced Counsel – Is Presumptively Fair

The Third Circuit has "directed a district court to apply an initial presumption of fairness when reviewing a proposed settlement where: '(1) the settlement negotiations occurred at arm's length; (2) there was sufficient discovery; (3) the proponents of the settlement are experiences in similar litigation; and (4) only a small fraction of the class objected.'" *Warfarin*, 391 F.3d at 535 (quoting *In re Cendant Corp. Litig.*, 264 F.3d 201, 232 n.18 (3d Cir. 2001)); *Fleisher v. Fiber Composites, LLC*, No. CIV. A. 12-1326, 2014 U.S. Dist. LEXIS 29151, at *10 (E.D. Pa. Mar. 5, 2014) (same); *see also Newberg on Class Actions* § 11.41 (4th ed. 2002) ("There is a presumption of fairness when a proposed class settlement, which was negotiated at arm's-length by counsel for the class, is presented to the Court for approval."). The settlement here satisfies each of these requirements.

First, the parties certainly engaged in protracted arm's length negotiations. *See, e.g.*, Stanoch Decl. at ¶¶ 5-10. The parties' initial in-person mediation session with Magistrate Judge Hart occurred after limited discovery. *Id.* at ¶ 5. The parties' subsequent mediation efforts involved two lengthy, in-person mediation sessions with an experienced mediator, James T.

Giles, Esq., the former Chief Judge of this District. *Id.* at ¶¶ 6-10.[2] By this time, fact discovery had been nearly completed, and this Court had resolved the parties' discovery motions. *Id.* at ¶ 7. Thus, the parties and their counsel had an informed view of the strengths and weaknesses of their respective positions, the risks of continued litigation, and an appreciation for the remarkable value this settlement delivers to the Settlement Class when evaluated in this context. *See id.* at ¶ 7, 10; *see also id.* at ¶¶ 19, 21. The informed, non-collusive negotiations strongly militates in favor of final approval. *See, e.g., In re Processed Egg Prods. Antitrust Litig.*, No. 08-md-2002, 2016 U.S. Dist. LEXIS 85853, at *37 (E.D. Pa. June 30, 2016); *see also Wallace v. Powell*, 301 F.R.D. 144, 161 (M.D. Pa. 2014) ("When the settlement results from arm's-length negotiations, the court will 'afford[ ] considerable weight to the views of experienced counsel regarding the merits of the settlement.'") (citation omitted); *In re Imprelis Herbicide Mktg., Sales Practices & Prod. Liab. Litig.*, 296 F.R.D. 351, 364 (E.D. Pa. 2013) ("On the other hand, because a settlement represents the result of a process by which opposing parties attempt to weigh and balance the factual and legal issues that neither side chooses to risk taking to final resolution, courts have given considerable weight to the views of experienced counsel as to the merits of a settlement.").

[2] That the parties were assisted by an experienced mediator over multiple mediation sessions evidences the Settlement's fairness and non-collusive nature. *See, e.g., Mayer v. Driver Solutions, Inc.*, Civ. A. No. 10-cv-1939, 2012 U.S. Dist. LEXIS 17783, at *5-6 (E.D. Pa. Feb. 13, 2012) ("The Settlement Agreement was reached in part through the assistance of an experienced mediator…which further reinforces that it is non-collusive."); *Adams v. Inter-Con Sec. Sys., Inc.*, No. C-06-5428, 2007 U.S. Dist. LEXIS 83147, at *9-10 (N.D. Cal. Oct. 30, 2007) ("The assistance of an experienced mediator in the settlement process confirms that the settlement is non-collusive."); *In re Indep. Energy Holdings PLC*, No. 00 Civ. 6689, 2003 U.S. Dist. LEXIS 17090, at *13 (S.D.N.Y. Sept. 29, 2003) ("[T]he fact that the settlement was reached after exhaustive arm's length negotiations, with the assistance of a private mediator experienced in complex litigation, is further proof that it is fair and reasonable.").

Second, the settlement was not negotiated and consummated until after the parties had nearly completed fact discovery. Stanoch Decl. at ¶ 7. Angie's List had propounded multiple document requests and interrogatories to Plaintiff Moore, all of which she answered. *Id.* at ¶ 13. Plaintiff Moore produced documents, and was deposed. *Id.* Plaintiff Moore, in turn, propounded multiple sets of document requests, interrogatories, and requests for admission on Angie's List. *Id.* at ¶ 14. Angie's List responded to Plaintiff's written discovery, and also produced more than 100,000 pages of documents. *Id.* Plaintiff also deposed four key defense witnesses, including Angie's List's senior director of product management, senior director of sales originations, manager of service provider integrity, and former director of product and market research. *Id.* at ¶ 15. In addition, Plaintiff had conducted third-party discovery as well, having subpoenaed Angie's List's outside auditor, BPA Worldwide, who separately produced more than 15,000 pages of documents. *Id.* at ¶ 16. The depth of discovery also weighs in favor of settlement. *See, e.g., In re Processed Egg Prods.*, 2016 U.S. Dist. LEXIS 85853, at *37.

Third, both sides' counsel are qualified and competent class actions litigators, well-positioned to evaluate the strengths and weaknesses of continued litigation, as well as the reasonableness of the Settlement. Plaintiffs' Class Counsel has successfully handled national, regional, and statewide class actions, as well as other complex mass or multi-party actions, throughout the United States in both federal and state courts. *See* Stanoch Decl. at ¶¶ 26-28. All of this weighs in favor of final approval. *See, e.g., Hunter v. City of Phila.*, Civ. A. No. 98-4598, 1999 U.S. Dist. LEXIS 8527, at *6-7 (E.D. Pa. June 9, 1999) (Dalzell, J.) ("significant weight should be attributed the belief of experienced counsel that settlement is in the best interest of the class") (internal quotations omitted); *see also Good v. Nationwide Credit, Inc.*, 314 F.R.D. 141, 159 (E.D. Pa. 2016) ("Plaintiffs also note that class counsel, who is very experienced in FDCPA

litigation, endorses this settlement as favorable to the class . . . [t]he opinion of experienced class counsel that settlement is in the class's best interest is entitled to 'significant weight'") (citations omitted).

Finally, out of a class of nearly six million members of the Settlement Class, ***only six*** have submitted an objection. *See* Thompson Decl. at ¶ 11. This is an exceedingly small fraction of the Settlement Class, and courts have applied the presumption of fairness even where comparatively higher percentages of the class objected. *See, e.g.*, *Warfarin*, 391 F.3d at 535 (finding that 13 objections out of class of approximately 1.8 million class members to be "only a small fraction" that warranted presumption of fairness) (quoting *In re Cendant*, 264 F.3d at 232 n.18). In addition, all of the objections reflect a misunderstanding of either the settlement's terms, or the compromise nature of a class action settlement. Plaintiffs succinctly address each objection in a separate response filed contemporaneously herewith.

C. The Settlement Is Fair, Adequate, And Reasonable

The Third Circuit has identified nine factors that bear on the fairness, reasonableness, and adequacy of the settlement agreement:

> (1) the complexity and duration of the litigation; (2) the reaction of the class to the settlement; (3) the stage of the proceedings; (4) the risks of establishing liability; (5) the risks of establishing damages; (6) the risks of maintaining a class action; (7) the ability of the defendants to withstand a greater judgment; (8) the range of reasonableness of the settlement in light of the best recovery; and (9) the range of reasonableness of the settlement in light of all the attendant risks of litigation.

In re Gen. Motors Corp. Pick-Up Truck Fuel Tank Prods. Liab. Litig., 55 F.3d 768, 785-86 (3d Cir. 1995) (citing *Girsh v. Jepson*, 521 F.2d 153, 157 (3d Cir. 1975)). Each factor weighs in favor of final approval of the Settlement.

1. The complexity and duration of the litigation

This factor is "intended to capture the probable costs, in both time and money, of continued litigation." *In re Gen. Motors*, 55 F.3d at 812 (internal quotations and citation omitted).

Continued litigation of this Action would be lengthy, complex, and costly. Although the parties had engaged in substantial fact discovery, some fact discovery remains were this case to be litigated further, such as additional depositions and the extraction, production, and analysis of various data from Angie's List. Stanoch Decl. at ¶ 17. The parties have not yet briefed class certification, which likely would require expert disclosures and depositions, and dispositive motions have not yet been filed. *Id.* at ¶¶ 18-19. All of these matters would require significant time and expense, and while Plaintiffs and Plaintiffs' Class Counsel remain committed to their claims, they are also pragmatic that there is no guarantee of success and that substantial obstacles exist at the summary judgment, class certification, and trial phases below. *Id.* Further, the non-prevailing party would likely appeal an adverse judgment, which would further lengthen matters. *Id.* at ¶ 24. The settlement, on the other hand, "provides substantial and immediate benefits for the Class, undiminished by further expenses and without the risk and uncertainty of continued litigation." *Chemi v. Champion Mortg.*, No. 2:05-cv-1238, 2009 U.S. Dist. LEXIS 44860, at *10 (D.N.J. Feb. 22, 2011); *see, e.g.*, *Pichler v. UNITE*, 775 F. Supp. 2d 754, 759 (E.D. Pa. 2011) (Dalzell, J.).

2. The reaction of the Class

"In an effort to measure the class's own reaction to the settlement's terms directly, courts look to the number and vociferousness of the objectors." *In re Gen. Motors*, 55 F.3d at 812. A largely positive reaction from the class is persuasive evidence of the fairness and adequacy of the Settlement. *Chemi*, 2009 U.S. Dist. LEXIS 44860, at *10. As noted above, 175,194 Claims

have been submitted, 330 members of the Settlement Class have elected to opt out, and six Settlement Class Members have objected. *See* Thompson Decl. at ¶¶ 10; Azari Decl. at ¶ 32. The objections and opt-outs represent a miniscule fraction (less than .001%) of the Settlement Class. *See* Azari Decl. at ¶¶ 9, 32. Overall, this factor strongly favors approval. *See, e.g.*, *Boone v. City of Philadelphia*, 668 F. Supp. 2d 693, 712 (E.D. Pa. 2009) ("The second factor, reaction of the class, also favors approval of the settlement. Out of over 37,000 potential class members, only three have formally objected. A low number of objectors compared to the number of potential class members creates a strong presumption in favor of approving the settlement."); *Carroll v. Stettler*, Civ. A. No. 10-2262, 2011 U.S. Dist. LEXIS 121185, at *8, *13 (E.D. Pa. Oct. 19, 2011) (granting final approval of settlement where 2,627 class members received direct-mail notice and only one class member objected); *Yaeger v. Subaru of Am., Inc.*, No. 1:14-cv-4490, 2016 U.S. Dist. LEXIS 117193, at *55 (D.N.J. Aug. 31, 2016) (28 objectors out of 665,730 notice receipts showed "strong overall acceptance"); *see also Stoetzner v. U.S. Steel Corp.*, 897 F.2d 115, 118-19 (3d Cir. 1990) (10% objection rate indicates class favors settlement).

3. The stage of the proceedings

The third *Girsh* factor considers whether a settlement was the result of "informed negotiations." *In re Prudential Ins. Co. Am. Sales Practice Litig. Agent Actions*, 148 F.3d 283, 319 (3d Cir. 1998). As discussed in Part II.B, *supra*, the settlement was not negotiated and consummated until after the parties had nearly completed fact discovery, and the parties were assisted by a neutral mediator. Given such, this factor supports final approval of the settlement. *See, e.g.*, *In re Processed Egg Prods.*, 2016 U.S. Dist. LEXIS 85853, at *41-42.

4. The risks of continued litigation

The fourth (risks of establishing liability), fifth (risks of establishing damages), and sixth (risks of maintaining a class action) *Girsh* factors collectively balance "the likelihood of success and the potential damage award if the case were taken to trial against the benefits of immediate settlement." *See Warfarin*, 391 F.3d at 537 (internal quotations and citation omitted).

The settlement was reached at a pivotal stage: after substantial fact discovery, but before pivotal procedural and merits junctures. This has enabled Plaintiffs' Class Counsel to evaluate with confidence the strengths and weaknesses of Plaintiffs' claims and Angie's List's defenses. *See* Stanoch Decl. at ¶¶ 18, 22. Plaintiffs also face the very real prospect of being foreclosed from some or any recovery at all as a result of summary judgment or other motions practice. *See, e.g.*, *In re Processed Egg Prods.*, 2016 U.S. Dist. LEXIS 85853, at *43-44 (finding the four, fifth, and sixth *Girsh* factors favored final approval where court had yet to decide summary judgment or class certification motions).

Underscoring these risks, after substantial discovery, Plaintiffs thought it prudent to remove the *Moore* allegations about suppression of negative reviews and artificial inflation of letter grade ratings from the Conditional Amended Complaint. Also, Angie's List substantially ceased using language to the effect that "businesses do not pay" on its website and promotional materials in or about November 2013. The settlement reflects this, insofar as it contemplates greater relief for Settlement Class members who were members prior to this date (i.e., those who theoretically could have been misled by this language) than those who were members after this date.

Thus, these factors favor final approval, as it is far from clear whether the Settlement Class would benefit from further litigation; indeed, substantial merits and procedural hurdles remain, each of which would jeopardize the immediate benefits of the settlement. *See, e.g.*,

Pichler, 775 F. Supp. 2d at 760; *see also Pro v. Hertz Equip. Rental Corp.*, Civ. A. No. 06-3830, 2013 U.S. Dist. LEXIS 86995, at *12 (D.N.J. June 20, 2013) ("The risks of litigation in this matter include the risk of losing at trial or reversal on appeal. The Settlement Agreement provides substantial monetary and injunctive benefits without the inherent risk of being unable to establish liability during litigation. Accordingly, this factor also weighs in favor of approval.").

5. The ability of the defendant to withstand a greater judgment

This factor considers "whether the defendant[] could withstand a judgment for an amount significantly greater than the Settlement." *In re Cendant*, 264 F.3d at 240. It is unclear whether Angie's List can withstand such a judgment here. At worst, this factor neither favors nor disfavors settlement in light of the balance of the other factors favoring approval. *See, e.g.*, *In re Processed Egg Prods.*, 2016 U.S. Dist. LEXIS 85853, at *43-44 ("Even if the Court were to presume that the defendants' resources far exceeded the settlement amount, in light of the balance of the other factors considered which indicate the fairness, reasonableness, and adequacy of the settlement, the ability of the defendants to pay more, does not weigh against approval of the settlement."); *Warfarin*, 391 F.3d at 537-38 (noting "[h]ere, the District Court concluded that DuPont's ability to pay a higher amount was irrelevant to determining the fairness of the settlement" and affirming settlement).

6. The range of reasonableness of the settlement

The eighth and ninth *Girsh* factors – the range of reasonableness of the settlement in light of the best recovery (factor eight), and in light of all the attendant risks of litigation (factor nine) – are interrelated, and examine "whether the settlement represents a good value for a weak case or a poor value for a strong case." *Warfarin*, 391 F.3d at 538. Because settlements reflect a compromise, courts should rely on the judgment of experienced counsel who negotiated the settlement, and should resist the temptation to rewrite the settlement "demand[] too large a

settlement." *Esslinger*, 2012 U.S. Dist. LEXIS 165773, at *33. "The fact that a proposed settlement may only amount to a fraction of the potential recovery does not, in and of itself, mean that the proposed settlement is grossly inadequate and should be disapproved." *In re Linerboard Antitrust Litig.*, 296 F. Supp. 2d 568, 581 (E.D. Pa. 2003) (internal quotations and citation omitted).

Under the settlement, Settlement Class Members may elect either a monetary benefit or a monthly membership benefit. Agreement at ¶¶ 17-21. Eligible Settlement Class Members electing a monetary benefit will receive an estimated $4.00 or $8.50 depending on their period(s) of paid membership to Angie's List, with potential eligibility to select both a currently estimated $4.00 and $8.50 payment for those who were paid members during both the Group A and Group B periods. *See* Agreement at ¶ 18-19; Thompson Decl. at ¶¶ 13-14. These estimates – which reflect Claim activity to date – project a slight downward *pro rata* adjustment from the originally estimated $5.00 and $10.00 payments because of the robust Claim response rate. All Claims will be put through industry-standard verification protocols to eliminate duplicate or invalid Claims, which likely will cause the estimated figures to increase to some degree.

The Claim volume simply underscores the strength of the Notice plan employed here and the positive response of the Settlement Class. Even with a projected slight downward *pro rata* adjustment, the monetary benefit still reflects substantial value. For instance, in 2013-2014, prices of membership varied across the country, but the average cost of an Angie's List membership was approximately $10 to $12 a year. *See* Cheaper Advice: Angie's List Cuts Prices (Oct. 2, 2013), *available at* http://blogs.wsj.com/digits/2013/10/02/cheaper-advice-angies-list-cuts-prices/ (noting annual membership costs "about $10 down from around $40"). By way of further example, in June 2015, Plaintiff Moore only paid approximately $4.79 for her last full-

year of membership. A Settlement Class Member who paid an equivalent amount for a one-year membership in 2015, and who validly selects a monetary benefit under the Settlement, will be receiving approximately $4.00 – essentially, an approximate 80% recovery. *See* Thompson Decl. at ¶ 13. Someone who might have paid twice as much as Ms. Moore (say, $10.00) would be receiving approximately 50% of her possible recovery. *Id.* By way of further example, even a Settlement Class Members who paid $40.00 on average in or before October 2013 would be eligible for approximately $8.50, which represents a 21.25% average recovery. Courts routinely approve settlements that yield recoveries in and far below these ranges. *See, e.g., In re AT&T Corp. Secs. Litig.*, 455 F.3d 160, 170 (3d Cir. 2006) (settlement representing only 4% of total damages claimed was still "excellent" result in light of litigation risks); *Noll v. Ebay, Inc.*, 309 F.R.D. 593, 607 (N.D. Cal. 2015) (granting final approval to settlement providing 9% recovery of online fees incurred); *Little-King v. Hayt, Hayt & Landau*, Civ. A. No. 11-5621, 2013 U.S. Dist. LEXIS 129587, at *39, (D.N.J. Sept. 10, 2013) (overruling objections to settlement amounts and finally approving settlement where average claimant was estimated to receive approximately $7.87).

In addition, Angie's List shall fully fund the monetary relief, which will not be diminished by attorneys' fees and costs, class representative service awards, or notice and settlement administration costs (estimated to exceed $400,000.00), *see* Agreement at ¶¶ 68, 85, and Angie's List shall not have a reversionary interest in the money allocated to eligible Claimants, *see id.* ¶ 11.

Alternatively, Settlement Class Members may elect a monthly membership benefit, equating to one month of free membership for each year of paying membership to Angie's List (up to a maximum of four months). *See* Agreement at ¶¶ 18, 20-21. Approximately 10.5% of

Claimants have elected this relief. *See* Thompson Decl. at ¶ 12. Up until June 2016, Angie's List had three levels of paying membership – Basic, Plus, or Premium. In June 2016, Angie's List implemented a new membership structure consisting of a "Green" level (at no cost) and upgraded tiers referred to as Silver (at a cost of $24.99/year) and Gold (at a cost of $99.99/year).[3] Existing paying Angie's List members have been transitioned into the new tier corresponding to their level of paying membership before the transition (with grandfathered rates for the remainder of their membership). Members previously paying for a Basic membership have been upgraded to a Silver membership, and members paying for Plus or Premium have been upgraded to Gold membership.

Importantly, Settlement Class Members who submit a valid Claim for the monthly membership benefit will receive the upgraded corresponding Premium membership, along with the upgraded services and benefits that apply. *See* Agreement at ¶ 20(b). That means that a former Basic member will receive their eligible period of Silver membership, and former Plus or Premium members will receive their eligible period of Gold membership. *Id.*

Thus, all current Angie's List members who validly elect a monthly membership benefit will receive one month for each year they paid to be a member during the class period, at either the Premium Silver or Premium Gold level. In other words, Settlement Class Members validly making this election will receive a benefit worth up to $8.33 (i.e., the four-month *pro rata* cost for the new Premium Silver membership) or $33.33 (i.e., the four-month *pro rata* cost for the Premium Gold membership). Based on current estimates, Eligible Claimants electing this relief will receive an average of 2-3 months of membership each. *See* Thompson Decl. at ¶ 14. This is

[3] Angie's List's new Silver and Gold subscriptions include a number of additional services and benefits over the new "green" level of free membership. *See, e.g.*, What Are My Membership Options? (Oct. 6, 2016), *available at* https://www.angieslist.com/faq/what-are-my-membership-options/.

an appropriate range of relief, and a valid alternative to a monetary benefit, for Settlement Class Members who prefer to obtain a free period of membership to Angie's List over the cash benefit.

Furthermore, the settlement includes prospective relief in the form of enhancements to Angie's List's Membership Agreement and publicly available FAQs, which Angie's List will implement no later than thirty days after the Settlement's effective date. *See* Agreement at ¶¶ 22-23 & Exs. 8-9 thereto. This non-monetary relief reflects an additional, non-monetary benefit to the Settlement Class further weighing in favor of approval. *See, e.g.*, *Bodnar v. Bank of Am., N.A.*, No. CV 14-3224, 2016 WL 4582084, at *5 (E.D. Pa. Aug. 4, 2016) ("The value of the settlement is actually greater in light of the meaningful injunctive relief to which Bank of America has agreed, but which has not been quantified monetarily. As the Action has resulted in substantial benefits to Settlement Class Members, this factor weighs in favor of the requested fee award . . ."); *Desantis v. Snap-On Tools Co., LLC*, Civ. A. No. 06-cv-2231, 2006 U.S. Dist. LEXIS 78362, at *24 (D.N.J. Oct. 27, 2006) (finding that hybrid nature of settlement that provided both monetary and non-monetary benefits favored final approval).

Lastly, the value of monetary and non-monetary relief contemplated by the Settlement must be viewed in light of the risks of not prevailing. *See In re Gen. Motors*, 55 F.3d at 806. In light of the countervailing risks of continued litigation, *see supra* Part V.C.4, the Settlement confers substantial, immediate benefits on Settlement Class Members, as opposed to the very real risk of recovering less, or nothing at all, were this Action to be litigated further.

VI. CONCLUSION

For the reasons set forth herein, Plaintiffs respectfully request that this Court grant Final Approval of this settlement and enter judgment accordingly.

Dated: November 14, 2016

BY: */s/ DJS8892*

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CERTIFICATE OF SERVICE

I, David J. Stanoch, Esquire, hereby certify that on this 14th day of November 2016, a copy of the foregoing **Plaintiffs' Unopposed Motion and Incorporated Memorandum of Law in Support of Unopposed Motion for Final Approval of Class Action Settlement** was filed and served upon all counsel via operation of the Court's CM/ECF system.

/s/ DJS8892
David J. Stanoch, Esquire