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

KARLA MAREE and MOURAD  
GUERDAD, on behalf of themselves  
and all others similarly situated,  
  
Plaintiff,

v.

DEUTSCHE LUFTHANSA AG,  
  
Defendant.

Case No. 8:20-cv-00885-SVW-MRW

**[PROPOSED] ORDER GRANTING  
FINAL APPROVAL OF CLASS  
ACTION SETTLEMENT**

Judge: Hon. Stephen V. Wilson

1 WHEREAS, the Parties have entered into the Stipulation of Class Action  
2 Settlement, with its attached exhibits and, as amended to include a minimum floor  
3 to the Net Claims Amount of \$500,000 (collectively, the “Agreement”), signed and  
4 filed with this Court on August 16, 2021 (ECF No. 95-1, Ex. 1), to settle *Maree v.*  
5 *Deutsche Lufthansa AG*, Case No. 8:20-CV-00885-SVW-MRW, pending in the  
6 United States District Court for the Central District of California (the “Action”).

7 WHEREAS, by Order dated January 9, 2023 (ECF No. 185), this Court  
8 granted preliminary approval of the proposed class action settlement between the  
9 parties in the Action, ordering the dissemination of Class Notice to potential Class  
10 Members, and providing potential Class Members with an opportunity either to  
11 exclude themselves from the Class or to object to the proposed settlement and  
12 issuing related Orders.

13 WHEREAS, by Order dated February 10, 2023 (ECF No. 197), this Court  
14 entered an amended order granting preliminary approval of the proposed class  
15 action settlement between the parties in the Action, ordering the dissemination of  
16 Class Notice to potential Class Members, and providing potential Class Members  
17 with an opportunity either to exclude themselves from the Class or to object to the  
18 proposed settlement and issuing related Orders, which was further amended by the  
19 Court on April 21, 2023 (ECF No. 203) (the “Preliminary Approval Order”).

20 WHEREAS, the Preliminary Approval Order also preliminarily certified a  
21 Class, for settlement purposes only, approved the procedure for giving notice and  
22 forms of notice.

23 WHEREAS, as part of the Preliminary Approval Order, this Court set a  
24 Fairness Hearing to take place on July 10, 2023. On that date, the Court held a duly  
25 noticed Fairness Hearing to consider: (1) whether the terms and conditions of the  
26 Agreement are fair, reasonable, and adequate; (2) whether a judgment should be  
27 entered dismissing Plaintiffs’ complaint on the merits and with prejudice in favor of  
28 Defendant and the Released Parties and against all persons who are Class Members

1 pursuant and subject to the terms of the Agreement; (3) whether and in what  
2 amount to award Incentive Awards to Plaintiffs; and (4) whether and in what  
3 amount to award Attorneys' Fees and Expenses to Plaintiffs' Counsel.

4 WHEREAS, the Court, having considered the papers submitted by the Parties  
5 and by all other persons who timely submitted papers in accordance with the  
6 Preliminary Approval Order, and having heard oral presentations by the Parties and  
7 all persons who complied with the Preliminary Approval Order, and based on all of  
8 the foregoing, together with this Court's familiarity with the Action, it is hereby  
9 **ORDERED, ADJUDGED, AND DECREED** as follows:

10 1. Use of Capitalized Terms. Except where otherwise noted, all  
11 capitalized terms used in this Final Order Approving Class Action Settlement shall  
12 have the meanings attributed to them in the Agreement.

13 2. Incorporation of Other Documents. This Final Order Approving Class  
14 Action Settlement incorporates and makes a part hereof: (a) the Agreement,  
15 including all amendments and exhibits thereto, and definitions included therein,  
16 which was signed and filed with this Court on August 16, 2021 (ECF No. 95-1, Ex.  
17 1); (b) the briefs, affidavits, declarations, and other materials filed in support of the  
18 Settlement and Plaintiffs' Counsel's request for an award of Attorneys' Fees and  
19 Expenses; (c) the record at the Fairness Hearing; (d) the documents listed on the  
20 docket sheet or otherwise submitted to the Court; and (e) all prior proceedings in  
21 the Action.

22 3. Jurisdiction. The Court has personal jurisdiction over the Parties, and  
23 because due, adequate, and the best practicable notice has been disseminated and all  
24 potential Class Members have been given the opportunity to exclude themselves  
25 from or object to this Settlement, the Court has personal jurisdiction over all Class  
26 Members (as defined below and in the Agreement). The Court has subject matter  
27 jurisdiction over the claims asserted in the Action pursuant to 28 U.S.C. §§ 1332  
28 and 1367, including, without limitation, jurisdiction to approve the proposed

1 Settlement and the Agreement and all exhibits attached thereto, grant final  
2 certification of the Class for settlement purposes, settle and release all claims  
3 arising out of the transactions alleged in this Action, and dismiss the Action on the  
4 merits and with prejudice and issue related orders. The Court finds that venue is  
5 proper in this district pursuant to 28 U.S.C. § 1391.

6 4. Final Class Certification for Settlement Purposes Only. The Class  
7 preliminarily certified by this Court is hereby finally certified, for settlement  
8 purposes only, under Fed. R. Civ. P. 23(a), (b)(2), (b)(3), and (c)(2), the Court  
9 finding that the Class fully satisfies all the applicable requirements of Fed. R. Civ.  
10 P. 23 and due process. The Class shall consist of all residents of the United States  
11 who purchased a Qualifying Flight on Lufthansa scheduled to operate to or from the  
12 United States from January 1, 2020 to August 16, 2021 whose flights were  
13 cancelled by Lufthansa. Specifically excluded from the Class are: (a) Defendant,  
14 its employees, principals, officers, directors, agents, affiliated entities legal  
15 representatives, successors, and assigns; (b) the judges to whom the Action has  
16 been or is assigned and any members of their immediate families; and (c) all  
17 persons who have filed a timely Request for Exclusion from the Class.

18 5. Requests for Exclusion. The Court finds that eleven (11) persons have  
19 submitted timely and valid Requests for Exclusion from the Class. The Court  
20 deems those requests valid and excludes the following members from the  
21 Settlement Class: Jana Berntgen, Marina Buzuk, Anthony Castanares, Ryan  
22 Geoffrey Croker, John Pierre Grzeschiek, Melrose Harden, Marcelo Marchetti,  
23 Dean Puskarich, Irena Puskarich, Sonia Puskarich, and Kristin Sullivan. Class  
24 Counsel and Defense Counsel may mutually agree to allow Class Members to  
25 exclude themselves by filing an appropriate notice with the Court.

26 6. Adequacy of Representation. The Court designates Plaintiffs as  
27 representatives of the Class, and finds that these Plaintiffs have adequately  
28 represented the Class for purposes of entering into and implementing the

1 Agreement. The Court appoints the law firm of Bursor & Fisher, P.A. as Class  
2 Counsel. For purposes of these settlement approval proceedings only, the Court  
3 finds that Class Counsel are experienced and adequate Plaintiffs' Counsel.  
4 Plaintiffs and Plaintiffs' Counsel have satisfied the requirements of Fed. R. Civ. P.  
5 23(a)(4) and 23(g).

6 7. Class Notice. The Court finds that the dissemination of the Class  
7 Notice in accordance with the terms of the Agreement and this Court's Preliminary  
8 Approval Order, as described in the Claims Administrator's Declaration filed  
9 before the Fairness Hearing, a copy of which is incorporated herein and made a part  
10 hereof:

- 11 a. Constituted the best practicable notice to Class Members  
12 under the circumstances of the Action;
- 13 b. Constituted notice that was reasonably calculated, under  
14 the circumstances, to apprise Class Members of (i) the  
15 pendency of this class action; (ii) the terms of the proposed  
16 Settlement; (iii) their rights under the proposed  
17 Settlement; (iv) their right to exclude themselves from the  
18 Class and the proposed Settlement; (v) their right to object  
19 to any aspect of the proposed Settlement (including, but  
20 not limited to, final certification of the Class, the fairness,  
21 reasonableness or adequacy of the proposed Settlement,  
22 the adequacy of the Class' representation by Plaintiffs or  
23 Plaintiffs' Counsel, and/or the award of attorneys' fees and  
24 expenses and representative awards); (vi) their right to  
25 appear at the Fairness Hearing—either on their own or  
26 through counsel hired at their own expense—if they did  
27 not exclude themselves from the Class; and (vii) the  
28 binding effect of the Orders and Final Judgment in this  
Action, whether favorable or unfavorable, on all persons  
who did not request exclusion from the Class;
- c. Constituted notice that was reasonable, due, adequate, and  
sufficient notice to all persons and entities entitled to be  
provided with notice; and
- d. Constituted notice that fully satisfied all applicable  
requirements of the Federal Rules of Civil Procedure,  
including Rule 23(c)(2) and (e) of the Federal Rules of  
Civil Procedure, the United States Constitution (including  
the Due Process Clause), the Rules of this Court, and any

1 other applicable law, as well as complied with the Federal  
2 Judicial Center’s illustrative class action notices.

3 8. CAFA Notice. The Court finds that Defendant provided notice of the  
4 proposed Settlement to the appropriate state and federal government officials  
5 pursuant to 28 U.S.C. § 1715. Furthermore, the Court has given the appropriate  
6 state and federal government officials the requisite ninety (90) day time period  
7 (pursuant to the Class Action Fairness Act of 2005 (“CAFA”), 28 U.S.C.  
8 § 1715(d)) to comment or object to the proposed settlement before entering its  
9 Orders and Final Judgment and no such objections or comments were received.

10 9. Final Settlement Approval. The terms and provisions of the  
11 Agreement, including any and all amendments and exhibits, have been entered into  
12 in good faith and are hereby fully and finally approved as fair, reasonable, and  
13 adequate as to, and in the best interests of, each of the Parties and the Class  
14 Members, and in full compliance with all applicable requirements of the Federal  
15 Rules of Civil Procedure, CAFA, the United States Constitution (including the Due  
16 Process Clause), and any other applicable law. The Settlement is approved [and all  
17 objections to the Settlement are overruled as without merit.] The Parties and Class  
18 Members are hereby directed to implement and consummate the Agreement in  
19 accordance with its terms and provisions. Class Counsel shall take all steps  
20 necessary and appropriate to provide Class Members with the benefits to which  
21 they are entitled under the terms of the Agreement.

22 The Court finds that the Agreement is fair, reasonable, and adequate based on  
23 the following factors, among other things:

- 24 a. There was no fraud or collusion underlying this  
25 Settlement, and it was reached as a result of extensive  
26 arm’s-length negotiations, occurring over the course of  
27 several months. This included two full day mediation  
28 sessions before the Honorable Wayne R. Andersen (Ret.)  
of JAMS. During the mediation session, Judge Andersen  
maintained communication with the parties and facilitated  
the Settlement. *See, e.g., Officers for Justice v. Civil Serv.*  
*Comm’n*, 688 F.2d 615, 625 (9th Cir. 1982); *In re*

1 *Bluetooth Headset Prods. Liab. Litig.*, 654 F.3d 935, 948  
2 (9th Cir. 2011) (presence of a neutral mediator is a factor  
3 weighing in favor of a finding of non-collusiveness).

4 b. The complexity, expense, and likely duration of the  
5 litigation favor settlement—which provides meaningful  
6 benefits on a much shorter time frame than otherwise  
7 possible—on behalf of the Settlement Class. *See, e.g.,*  
8 *Lane v. Facebook, Inc.*, 696 F.3d 811, 820 (9th Cir. 2012)  
9 (affirming the district court’s approval of a settlement  
10 where Plaintiffs’ Counsel “reasonably concluded that the  
11 immediate benefits represented by the Settlement  
12 outweighed the possibility ... of obtaining a better result  
13 at trial”); *Class Plaintiffs v. Seattle*, 955 F.2d 1268, 1276  
14 (9th Cir. 1992) (the Ninth Circuit has a “strong judicial  
15 policy that favors settlements, particularly where complex  
16 class action litigation is concerned”).

17 c. Based on the stage of the proceedings and the amount of  
18 investigation and discovery completed, the parties had  
19 developed a sufficient factual record to evaluate their  
20 chances of success at trial and the proposed settlement. In  
21 addition, the parties negotiated the benefits to the class  
22 before discussing Plaintiffs’ claim to attorneys’ fees. *See*  
23 *In re Apple Deriv. Litig.*, 2008 WL 4820784, at \*3 (N.D.  
24 Cal. Nov. 5, 2008) (parties’ negotiations free of collusion  
25 because, among other things, the parties negotiated the  
26 benefits to the class before discussing attorneys’ fees); *In*  
27 *re Midland Nat’l Life Ins. Co. Annuity Sales Practices*  
28 *Litig.*, 2012 WL 5462665, at \*2-3 (C.D. Cal. Nov. 7, 2012)  
(same).

d. The support of Class Counsel, who are highly skilled in  
class action litigation such as this, and the Plaintiffs, who  
have participated in this litigation and evaluated the  
proposed settlement, also favors final approval. *See Class*  
*Plaintiffs*, 955 F.2d at 1291; *Fernandez v. Victoria Secret*  
*Stores, LLC*, No. 06-04149, 2008 WL 8150856, at \*7  
(C.D. Cal. July 21, 2008); *Boyd v. Bechtel Corp.*, 485 F.  
Supp. 610, 622 (N.D. Cal. 1979).

e. The Settlement provides meaningful relief to the Class,  
including cash relief, and certainly falls within the range  
of possible recoveries by the Class.

The Settlement is approved and all objections to the Settlement are overruled  
as without merit. The Parties and Class Members are hereby directed to implement

1 and consummate the Agreement in accordance with its terms and provisions. Class  
2 Counsel shall take all steps necessary and appropriate to provide Class Members  
3 with the benefits to which they are entitled under the terms of the Agreement.

4 10. Settlement Consideration. As described in the Agreement, for those  
5 Settlement Class Members who have received refunds from Lufthansa for Qualified  
6 Flights, they were provided the option to receive either \$10 in cash (the “Cash  
7 Option”) or a \$45 travel voucher (the “Voucher Option”). For those Settlement  
8 Class Members who have not received a refund for Qualified Flights, but are  
9 entitled to a refund, they were provided the ability to receive a full refund in  
10 addition to a 1% Interest Payment (*i.e.*, a 101% refund). The maximum value for  
11 all Valid Claims for Cash Payments, Voucher Options, and Interest Payments shall  
12 be three million five hundred thousand dollars (\$3,500,000.00), inclusive of any  
13 Court-ordered Attorneys’ Fees and Costs, Incentive Awards, and Notice Costs.  
14 Any claims for a full refund (exclusive of Interest Payments) shall not be capped in  
15 any manner. In addition, Lufthansa will increase the payouts to these Settlement  
16 Class Members on a pro rata basis such that the full \$500,000 minimum floor is  
17 paid out. The settlement fund shall be administered and implemented by RG/2  
18 Claims Administration and under the terms set forth in the Agreement.

19 11. Binding Effect. The terms of the Agreement and of this Final Order  
20 and the accompanying Final Judgment shall be forever binding on the Parties and  
21 all Class Members, as well as their heirs, guardians, executors, administrators,  
22 representatives, agents, attorneys, partners, successors, predecessors-in interest, and  
23 assigns, and those terms shall have *res judicata* and other preclusive effect in all  
24 pending and future claims, lawsuits or other proceedings maintained by or on behalf  
25 of any such persons, to the extent those claims, lawsuits or other proceedings  
26 involve matters that were or could have been raised in the Action or are otherwise  
27 encompassed by the Release set forth in the Agreement.

1           12. Release. The following Release, which is also set forth in Section VII  
2 of the Agreement, is expressly incorporated herein in all respects, including all  
3 defined terms used therein, is effective as of the date of this Final Order and the  
4 accompanying Final Judgment, and forever discharges the Released Parties from  
5 any claims or liabilities arising from or related to the Release:

6           Upon the Effective Date, the Releasing Parties shall be deemed to have, and  
7 by operation of the Final Order and Final Judgment shall have, fully, finally and  
8 forever released, relinquished, and discharged all Released Claims against the  
9 Released Parties. In connection with the Released Claims, each Releasing Party  
10 shall be deemed as of the Effective Date to have expressly, knowingly, and  
11 voluntarily waived any and all provisions, rights, benefits conferred by Section  
12 1542 of the California Civil Code, and any statute, rule, and legal doctrine similar,  
13 comparable, or equivalent to Section 1542, which provides as follows:

14           **A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS**  
15           **THAT THE CREDITOR OR RELEASING PARTY DOES NOT**  
16           **KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT**  
17           **THE TIME OF EXECUTING THE RELEASE AND THAT, IF**  
18           **KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY**  
19           **AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR**  
20           **OR RELEASED PARTY.**

21           In connection with such waiver and relinquishment, the Releasing Parties hereby  
22 acknowledge that they are aware that they or their attorneys may hereafter discover  
23 claims or facts in addition to or different from those that they now know or believe  
24 exist with respect to Released Claims, but that it is their intention to hereby fully,  
25 finally, and forever settle and release all of the Released Claims, whether known or  
26 unknown, suspected or unsuspected, that they have against the Released Parties. In  
27 furtherance of such intention, the Release herein given by the Releasing Parties  
28 shall be and remain in effect as a full and complete general release notwithstanding  
the discovery or existence of any such additional different claims or facts. Each of  
the Releasing Parties expressly acknowledges that he/she/it has been advised by its

1 attorney of the contents and effect of Section 1542, and with knowledge, each of  
2 the Parties hereby expressly waives whatever benefits he/she/it may have had  
3 pursuant to such section. Plaintiffs and Class Members are not releasing any claims  
4 for personal injuries. Plaintiffs acknowledge, and the Class Members shall be  
5 deemed by operation of the Final Judgment to have acknowledged, that the  
6 foregoing waiver was separately bargained for and a material element of the  
7 Settlement of which this Release is a part.

8 13. Permanent Injunction. All Class Members and/or their representatives  
9 who have not been timely excluded from the Class are hereby permanently barred  
10 and enjoined from bringing, filing, commencing, prosecuting, maintaining,  
11 intervening in, participating in, continuing or receiving any benefits from, as class  
12 members or otherwise, any lawsuit (including putative class actions), arbitration,  
13 administrative, regulatory or other proceeding in any jurisdiction that is covered by  
14 the Release. All Class Members and all persons in active concert or participation  
15 with Class Members are permanently barred and enjoined from organizing or  
16 soliciting the participation of any Class Members who did not timely exclude  
17 themselves from the Class into a separate class or group for purposes of pursuing a  
18 putative class action, any claim or lawsuit in any jurisdiction that is covered by the  
19 Release. Pursuant to 28 U.S.C. §§ 1651(a) and 2283, the Court finds that issuance  
20 of this permanent injunction is necessary and appropriate in aid of the Court's  
21 continuing jurisdiction and authority over the Action. However, Class Members do  
22 not waive their right to contact, in any way or for any purpose, any state or federal  
23 agency regarding the activities of any Party, nor do they waive any right to enjoy  
24 any benefits obtained by a state or federal agency.

25 14. Enforcement of Settlement. Nothing in this Final Order or in the  
26 accompanying Final Judgment shall preclude any action to enforce the terms of the  
27 Agreement; nor shall anything in this Final Order or in the accompanying Final  
28 Judgment preclude Plaintiffs or other Class Members from participating in the

1 claims process described in the Agreement if they are entitled to do so under the  
2 terms of the Agreement.

3 15. Attorneys' Fees and Expenses and Plaintiffs' Incentive Awards. The  
4 Court is concurrently issuing a separate Order with respect to Attorneys' Fees and  
5 Expenses and the Incentive Awards to the representative, entitled Final Order  
6 Approving Attorneys' Fees and Expenses and Incentive Awards.

7 16. Modification of Settlement Agreement. The Parties are hereby  
8 authorized, without needing further approval from the Court, to agree to written  
9 amendments, modifications, or expansions of the Agreement and its implementing  
10 documents (including all exhibits) without further notice to the Class or approval by  
11 the Court if such changes are consistent with this Final Order and the  
12 accompanying Final Judgment and do not materially alter, reduce, or limit the  
13 rights of Class Members under the Agreement.

14 17. Retention of Jurisdiction. The Court has jurisdiction to enter this Final  
15 Order, the Final Order Approving Attorneys' Fees and Expenses and Incentive  
16 Awards, and the accompanying Final Judgment. Without in any way affecting the  
17 finality of these Final Orders and/or the accompanying Final Judgment, this Court  
18 expressly retains jurisdiction as to all matters relating to the administration,  
19 consummation, enforcement, and interpretation of the Agreement, and of these  
20 Final Orders and the accompanying Final Judgment, and for any other necessary  
21 purpose, including, without limitation (*see Kokkonen v. Guardian Life Ins. Co. of*  
22 *Am.*, 511 U.S. 375, 381-82 (1994)):

- 23 a. Enforcing the terms and conditions of the Agreement and  
24 resolving any disputes, claims or causes of action that, in  
25 whole or in part, are related to or arise out of the  
26 Agreement, this Final Order, the Final Order Approving  
27 Attorneys' Fees and Expenses and Incentive Awards, or  
28 the accompanying Final Judgment (including, without  
limitation, whether a person or entity is or is not a Class  
Member; and whether claims or causes of action allegedly  
related to this case are or are not barred by this Final Order

1 and the accompanying Final Judgment; and whether  
2 persons or entities are enjoined from pursuing any claims  
3 against Defendant);

4 b. Entering such additional Orders, if any, as may be  
5 necessary or appropriate to protect or effectuate this Final  
6 Order, the Final Order Approving Attorneys' Fees and  
7 Expenses and Incentive Awards, the accompanying Final  
8 Judgment, and the Agreement (including, without  
9 limitation, orders enjoining persons or entities from  
10 pursuing any claims against Defendant), or dismissing all  
11 claims on the merits and with prejudice, and permanently  
12 enjoining Class Members from initiating or pursuing  
13 related proceedings, or to ensure the fair and orderly  
14 administration of this settlement; and

15 c. Entering any other necessary or appropriate Orders to  
16 protect and effectuate this Court's retention of continuing  
17 jurisdiction; provided, however, that nothing in this  
18 paragraph is intended to restrict the ability of the Parties to  
19 exercise their rights as provided in the Agreement.

20 18. No Admissions. Neither this Final Order, the accompanying Final  
21 Judgment nor the Agreement (nor any other document referred to herein, nor any  
22 action taken to carry out this Final Order or the accompanying Final Judgment) is,  
23 may be construed as, or may be used as an admission or concession by or against  
24 Defendant or the Released Parties of the validity of any claim or defense or any  
25 actual or potential fault, wrongdoing or liability whatsoever or the propriety of class  
26 certification. Defendant continues to deny that the Action meets the requisites for  
27 class certification under Fed. R. Civ. P. 23 for any purpose other than settlement.  
28 Entering into or carrying out the Agreement, and any negotiations or proceedings  
related to it, shall not in any event be construed as, or deemed evidence of, an  
admission or concession as to Defendant's denials or defenses and shall not be  
offered or received in evidence in any action or proceeding against any Party hereto  
in any court, administrative agency or other tribunal for any purpose whatsoever,  
except as evidence of the Settlement or to enforce the provisions of this Final Order  
and the accompanying Final Judgment and the Settlement Agreement; provided,

1 however, that this Final Order, the accompanying Final Judgment and the  
2 Settlement Agreement may be filed in any action against or by Defendant or  
3 Released Parties to support a defense of *res judicata*, collateral estoppel.

4 19. Dismissal of Action. The Action (including all individual and Class  
5 claims presented therein) as well as the action *Castanares v. Deutsche Lufthansa*  
6 *AG*, No. 2:20-cv-04261-SVW-MRW, which counsel for the *Castanares* Plaintiffs  
7 has admitted is fully subsumed by the Settlement Class in the Action (ECF No. 179  
8 at 14, 18), is hereby dismissed on the merits and with prejudice, without fees or  
9 costs to any Party except as otherwise provided in this Final Order, the Final Order  
10 Approving Attorneys' Fees and Expenses and Incentive Awards, and the  
11 accompanying Final Judgment, and the Agreement.

12 20. Occurrence of Terminating Conditions. In the event that the Effective  
13 Date does not occur, certification shall be automatically vacated and this Final  
14 Order, the Final Order Approving Attorneys' Fees and Expenses and Incentive  
15 Awards, and the accompanying Final Judgment, and all other orders entered and  
16 releases delivered in connection herewith, shall be vacated and shall become null  
17 and void.

18  
19 Dated: \_\_\_\_\_

\_\_\_\_\_  
HON. STEPHEN V. WILSON  
UNITED STATES DISTRICT JUDGE