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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,

Plaintiffs,

v.

DEUTSCHE LUFTHANSA AG,

Defendant.

CASE NO. 8:20-cv-885-SVW-MRW

HON. STEPHEN V. WILSON

**AMENDED ORDER GRANTING
PRELIMINARY APPROVAL OF
CLASS ACTION SETTLEMENT**

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1 **WHEREAS**, Plaintiffs Karla Maree and Mourad Guerdad (“Plaintiffs”) filed a
2 putative class action against Deutsche Lufthansa AG (“Lufthansa”) on behalf of
3 themselves and all others similarly situated, alleging that Lufthansa did not issue or
4 timely issue refunds for its customers’ flights that were cancelled due to Covid-19 and
5 Lufthansa denied such allegations;

6 **WHEREAS**, Plaintiffs and Lufthansa entered into a Settlement Agreement and
7 Release (“Settlement Agreement” or “Settlement”) on August 16, 2021, which is
8 attached as Exhibit 1 to the Declaration of Yeremey O. Krivoshey in Support of
9 Plaintiffs’ Motion for Preliminary Approval of Class Action Settlement filed on
10 August 16, 2021, and sets forth the terms and conditions of the proposed Settlement
11 and the dismissal of the Litigation¹ against Lufthansa with prejudice (ECF No. 95-1);

12 **WHEREAS**, Plaintiffs moved the Court for an Order preliminarily approving
13 the proposed Settlement pursuant to Federal Rule of Civil Procedure 23, certifying a
14 Settlement Class for purposes of settlement, and approving notice to the Settlement
15 Class as more fully described herein;

16 **WHEREAS**, Lufthansa does not contest certification of the Settlement Class
17 solely for purposes of settlement;

18 **WHEREAS**, the Court is familiar with and has reviewed the record and has
19 reviewed the Settlement Agreement and its exhibits, Plaintiffs’ Memorandum of Law
20 in Support of Motion for Preliminary Approval of Class Settlement, and the
21 supporting Declaration of Yeremey O. Krivoshey, and found good cause for entering
22 the following Order.

23 **NOW, THEREFORE, IT IS HEREBY ORDERED:**

24 1. For purposes of this Order, the Court adopts all defined terms as set forth
25 in the Settlement Agreement.

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28 ¹ Capitalized terms used herein shall have the meaning ascribed to them in the
Settlement Agreement, unless otherwise defined.

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Settlement Class Certification

2. The Court finds, upon preliminary evaluation and for purposes of the Settlement only, that the requirements of Federal Rules of Civil Procedure 23(a) and (b)(3) have been met. The Court preliminarily certifies the following class for purposes of the Settlement only: All residents of the United States who purchased a Qualifying Flight on Lufthansa scheduled to operate to or from the United States from January 1, 2020 to August 16, 2021 whose flights were cancelled by Lufthansa (the “Settlement Class”).

3. The Court preliminarily finds, for purposes of the Settlement only, that the requirements of Federal Rules of Civil Procedure 23(a) and (b)(3) have been satisfied for the Settlement Class in that: (a) the number of Settlement Class Members is so numerous that joinder of all members is impracticable; (b) there are questions of law and fact common to the Settlement Class; (c) Plaintiffs’ claims are typical of the claims of the Settlement Class; (d) Plaintiffs and Class Counsel will fairly and adequately represent the interests of the Settlement Class; (e) the questions of law and fact common to the Settlement Class predominate over any questions affecting only individual members of the Settlement Class; and (f) a class settlement is superior to other available methods for the fair and efficient adjudication of the controversy.

4. The Court finds that pursuant to Federal Rule of Civil Procedure 23, and for purposes of the Settlement only, that Plaintiffs Karla Maree and Mourad Guerdad are adequate class representatives and appoints them to serve as representatives for the Settlement Class.

5. The Court also finds that the law firm of Bursor & Fisher, P.A. has significant expertise and knowledge in prosecuting class actions involving consumer claims, and has committed the necessary resources to represent the Settlement Class. The Court, for purposes of settlement, appoints Bursor & Fisher, P.A. as Class Counsel for the Settlement Class pursuant to Federal Rule of Civil Procedure 23(g).

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Preliminary Approval of the Settlement

6. The Court finds that the Settlement is the product of non-collusive, arm’s-length negotiations between experienced counsel who were thoroughly informed of the strengths and weaknesses of the case through discovery and motion practice, and whose negotiations were supervised by an experienced mediator. The Court also finds that the Settlement is within the range of possible approval because it compares favorably with the expected recovery balanced against the risks of continued litigation and does not grant preferential treatment to the Plaintiffs and their counsel, and has no obvious deficiencies.

7. The Court hereby preliminarily approves the Settlement, as memorialized in the Settlement Agreement, as fair, reasonable, and adequate, and in the best interest of the Plaintiffs and the other Settlement Class Members, subject to further consideration at the Final Approval Hearing to be conducted as described below.

Manner and Form of Notice

8. The Court approves the Class Notice substantially in the form attached as Exhibit C and Exhibit D to the Settlement Agreement. The Court also finds that the proposed notice plan, which includes e-mail dissemination of notice to the Settlement Class, first-class mail service of postcard Summary Notice to those Settlement Class Members for whom e-mail notice is unavailable or where the e-mail notice has been undeliverable, digital advertising, a press release, and the posting of the notice on the Settlement Website, will provide the best notice practicable under the circumstances. The Class Notice is reasonably calculated, under the circumstances, to apprise Settlement Class Members of the pendency of the Litigation, the effect of the proposed Settlement (including the Released Claims contained therein), and any motion for attorneys’ fees, costs, and expenses, and service awards, and of their right to submit a Claim Form and object to any aspect of the proposed Settlement. The notice plan constitutes due, adequate and sufficient notice to Settlement Class

1 Members; and satisfies the requirements of Rule 23 of the Federal Rules of Civil
2 Procedure, due process, and all other applicable law and rules. The date and time of
3 the Final Approval Hearing shall be included in the Class Notice before it is mailed
4 or posted.

5 9. The Court hereby appoints RG/2 Claims Administration LLC to serve as
6 the Settlement Claims Administrator to supervise and administer the notice
7 procedures, establish and operate a Settlement Website and a toll-free number,
8 administer the Claims processes, distribute cash payments, Vouchers, and Interest
9 Payments according to the processes and criteria set forth in the Settlement
10 Agreement, and perform any other duties provided for in the Settlement Agreement.

11 10. Lufthansa shall provide the Settlement Claims Administrator with the e-
12 mail and mail addresses of the Settlement Class Members (the “Class List”), for the
13 purpose of disseminating e-mail and postcard notice as detailed in the Settlement
14 Agreement on or before March 3, 2023 (one week before Class Notice Date).
15 Lufthansa shall take appropriate measures to ensure that the Class List is transferred
16 to the Settlement Claims Administrator in a secure manner, and the Settlement Claims
17 Administrator shall maintain the Class List in a secure manner.

18 11. On or before **March 10, 2023** (the “Class Notice Date”), the Settlement
19 Claims Administrator shall provide notice of the Settlement and the Final Approval
20 Hearing to Settlement Class Members as follows:

21 (a) The Settlement Claims Administrator will disseminate Class Notice to
22 Settlement Class Members via e-mail.

23 (b) The Settlement Claims Administrator will send first-class mail service
24 of postcard Summary Notice to the last known address for those Settlement Class
25 Members associated with an unknown or undeliverable e-mail address; and

26 (c) As soon as practicable following the entry of this Order, and no later
27 than the commencement of the Class Notice Date, the Settlement Claims
28 Administrator shall establish the Settlement Website and toll-free telephone number

1 pursuant to the terms of the Settlement Agreement. The Class Notice shall be posted
2 on the Settlement Website on or before the Class Notice Date.

3 12. The Court approves a reminder notice substantially in the form attached
4 as Exhibits 1 and 2 to Lufthansa’s Unopposed *Ex Parte* Application For Modification
5 of the Preliminary Approval Order. On or before **May 5, 2023**, the Settlement Claims
6 Administrator shall provide a reminder notice of the Settlement to Settlement Class
7 Members by e-mail and by postcard.

8 **The Final Approval Hearing**

9 13. The Court will hold a Final Approval Hearing on **July 10, 2023 at 1:30**
10 **p.m.** in the United States District Court for the Central District of California, First
11 Street Courthouse, 350 West First Street, Los Angeles, CA 90012, Courtroom 10A,
12 for the following purpose: (i) to finally determine whether the Settlement Class
13 satisfies the applicable requirements for class action treatment under Rules 23(a) and
14 23(b)(3); (ii) to determine whether the Settlement should be approved as fair,
15 reasonable, and adequate and in the best interests of the Settlement Class; (iii) to rule
16 upon Class Counsel’s application for an award of attorneys’ fees, costs, and expenses;
17 (iv) to rule upon Class Counsel’s application for service awards to Plaintiffs; and (v)
18 to consider any other matters that may properly be brought before the Court in
19 connection with the Settlement.

20 14. The Court reserves the right to (a) adjourn or continue the Final Approval
21 Hearing without further notice to Settlement Class Members and (b) approve the
22 Settlement Agreement with modification and without further notice to Settlement
23 Class Members. The parties retain their rights under the Settlement Agreement to
24 terminate the Settlement if the Court rejects, materially modifies, materially amends
25 or changes, or declines to finally approve the Settlement.

26 15. If the Settlement is approved, all Settlement Class Members who do not
27 exclude themselves will be bound by the proposed Settlement provided for in the
28 Settlement Agreement, and by any judgment or determination of the Court affecting

1 Settlement Class Members. All Settlement Class Members who do not exclude
2 themselves shall be bound by all determinations and judgments in the Litigation
3 concerning the Settlement, whether favorable or unfavorable to the Settlement Class.

4 16. Papers in support of final approval of the Settlement and Class Counsel’s
5 application for attorneys’ fees, expenses and costs and service awards shall be filed
6 no later than **fourteen (14) calendar days** prior to the Opt-Out and Objection Date.
7 Papers in opposition shall be filed on or by the objection deadline, as set forth below.
8 Reply papers shall be filed no later than **seven (7) calendar days** prior to the Final
9 Approval Hearing.

10 **Objections and Appearance at the Final Approval Hearing**

11 17. Any Settlement Class Member may appear at the Final Approval
12 Hearing and show cause why the proposed Settlement should or should not be
13 approved as fair, reasonable, and adequate and in the best interests of the Settlement
14 Class, or why judgment should or should not be entered, or to present opposition to
15 Class Counsel’s application for attorneys’ fees, costs, and expenses or to Class
16 Counsel’s application for service awards. No Settlement Class Member or any other
17 person shall be heard or entitled to contest the approval of the terms and conditions
18 of the Settlement, or if approved, the judgment to be entered approving the Settlement,
19 or Class Counsel’s application for an award of attorneys’ fees, costs, and expenses, or
20 for service awards, unless that Settlement Class Member or person has served written
21 objections upon the Settlement Claims Administrator no later than the Opt-Out and
22 Objection Date.

23 18. For an objection to be considered by the Court, the objection must set
24 forth: (a) the name of this Litigation; (b) the objector’s full name, address, email
25 address, and telephone number; (c) the objector’s flight numbers for all flights at issue
26 in the Settlement, the flight dates, and the flight route (destination and origin airports);
27 (d) an explanation of the basis upon which the objector claims to be a Settlement Class
28 Member; (e) all grounds for the objection, accompanied by any legal support for the

1 objection; (f) copies of any papers, briefs, or other documents upon which the
2 objection is based or upon which the objector or his or her counsel intends to rely; (g)
3 the identity of all counsel who represent the objector; and (h) the objector’s
4 handwritten signature, even if represented by counsel.

5 19. Any Settlement Class Member who does not make his or her objection
6 in the manner provided for herein shall, absent good cause, be deemed to have waived
7 such objection and shall forever be foreclosed from making any objection to the
8 fairness, reasonableness, or adequacy of the Settlement, or to Class Counsel’s
9 application for an award of attorneys’ fees, costs, and expenses or for service awards.
10 By objecting, or otherwise requesting to be heard at the Final Approval Hearing, a
11 person shall be deemed to have submitted to the jurisdiction of the Court with respect
12 to the objection or request to be heard and the subject matter of the Settlement,
13 including but not limited to enforcement of the terms of the Settlement.

14 20. Any Settlement Class Member may enter an appearance in the Litigation,
15 at his or her own expense, individually or through counsel of his or her own choice.
16 If a Settlement Class Member does not enter an appearance, he or she will be
17 represented by Class Counsel.

18 **Exclusion from the Settlement Class**

19 21. Any requests for exclusion must be postmarked no later than June 8,
20 2023 (the “Opt-Out and Objection Date”). Any person who would otherwise be a
21 Settlement Class Member who wishes to be excluded from the Settlement Class must
22 notify the Settlement Claims Administrator in writing of the intent to exclude himself
23 or herself from the Settlement Class, postmarked no later than the Opt-Out and
24 Objection Date. The written notification must include the individual’s (i) name, (ii)
25 address, (iii) a statement that the person wishes to be excluded from the Settlement in
26 this Litigation, and (iv) handwritten signature. All persons who submit valid and
27 timely notifications of exclusion in the manner set forth in this paragraph shall have
28 no rights under the Settlement Agreement, shall not share in the forms of relief

1 provided by the Settlement, and shall not be bound by the Settlement Agreement or
2 any orders of the Court, or any final judgment.

3 22. Any person who would otherwise be a member of the Settlement Class
4 and who does not notify the Settlement Claims Administrator of his/her intent to
5 exclude himself or herself from the Settlement Class in the manner stated in this Order
6 shall be deemed to have waived his or her right to be excluded from the Settlement
7 Class, and shall forever be barred from requesting exclusion from the Settlement Class
8 in this or any other proceeding, and shall be bound by the Settlement and the
9 judgment, including but not limited to, the release of the Released Claims against the
10 Released Parties provided for in the Settlement Agreement and the judgment, if the
11 Court approves the Settlement.

12 23. The Settlement Claims Administrator shall also provide a final report to
13 Class Counsel and Lufthansa, no later than **thirteen (13) court days** before the Final
14 Approval Hearing, that summarize the number of opt-out notifications received to
15 date and other pertinent information, and provide copies of the opt-out requests to the
16 Parties' counsel.

17 **Termination of the Settlement**

18 24. If the Settlement fails to become effective in accordance with its terms,
19 or if the judgment is not entered or is reversed, vacated or materially modified on
20 appeal (and, in the event of material modification, if the Parties elect to terminate the
21 Settlement), this Order shall be null and void, the Settlement Agreement shall be
22 deemed terminated (except for any paragraphs that, pursuant to the terms of the
23 Settlement Agreement, survive termination of the Settlement Agreement), and the
24 Parties shall return to their positions without prejudice in any way, as provided for in
25 the Settlement Agreement.

26 25. The Court retains jurisdiction over the Litigation to consider all further
27 matters arising out of or connected with the Settlement.

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Minimum Distribution Floor

26. The Proposed Settlement incorporates a minimum floor of \$500,000 to the Net Claims Amount (“Minimum Floor”). Any amount not directly claimed through the claims process from the Minimum Floor would be paid on a pro rata basis to those Settlement Class Members who have submitted claims for either the \$10 cash payment or \$45 voucher or 1% interest paid to Open Tickets until the Minimum Floor is met.

Settlement Deadlines

27. Based on the foregoing and the deadlines set forth in the Settlement Agreement, the Court modifies the previous deadlines and sets forth the schedule below for the Final Approval Hearing and the actions which must precede it. These deadlines may be extended by order of the Court, for good cause shown, without further notice to the Class. Settlement Class Members must check the Settlement website regularly for updates and further details regarding this Settlement.

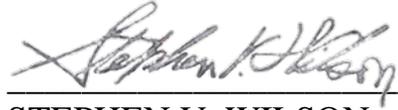
EVENT	DATE
Class Notice Date	March 10, 2023
Reminder Notice Date for those that have not yet made their selection	On or before May 5, 2023
Motion for Final Approval of Class Action Settlement	June 5, 2023
Motion for Attorneys’ Fees and Expenses and Service Awards	June 5, 2023
Claim Deadline	June 8, 2023
Objection and Opt-Out Deadline	June 8, 2023
Opposition to Motion for Final Approval of Class Action Settlement	June 19, 2023
Opposition to Motion for Attorneys’ Fees and Expenses and Service Awards	June 19, 2023

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Claims Administrator Submits Declaration (i) Summarizing the Number of Opt-Out Notifications Received to Date and Other Pertinent Information, and (ii) Providing Copies of the Opt-Out Requests to the Parties' Counsel	June 20, 2023
Reply in Support of Motion for Final Approval of Class Action Settlement	July 3, 2023
Reply in Support of Motion for Attorneys' Fees and Expenses and Service Awards	July 3, 2023
Final Approval Hearing	July 10, 2023 at 1:30 p.m.

IT IS SO ORDERED.

Date: April 21, 2023



STEPHEN V. WILSON
United States District Judge