

Sophia M. Rios, CSB #305801
Email: srios@bm.net
BERGER MONTAGUE PC
8241 La Mesa Blvd., Suite A
La Mesa, California 91942
Telephone: (619) 489-0300
Facsimile: (215) 875-4604

[Additional Counsel Appear on Signature Page]

Class Counsel

UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF CALIFORNIA
OAKLAND DIVISION

PAULA SPARKMAN, on behalf of herself and
all others similarly situated,

Plaintiff,

v.

COMERICA BANK, a foreign corporation, and
CONDUENT STATE & LOCAL SOLUTIONS,
INC., a foreign corporation,

Defendants.

NO. 4:23-cv-02028-DMR

**NOTICE OF MOTION AND
MEMORANDUM IN SUPPORT OF
PLAINTIFF'S MOTION FOR FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT**

The Honorable Donna M. Ryu

CLASS ACTION

DATE: December 11, 2025

TIME: 1:00 p.m.

LOCATION: Courtroom 4 – 3rd Floor

TO: CLERK OF THE COURT: and

TO: ALL PARTIES AND THEIR COUNSEL OF RECORD:

PLEASE TAKE NOTICE THAT on December 11, 2025, at 1:00 p.m., in Courtroom 4,
3rd Floor, of the Oakland Courthouse for the U.S. District Court for the Northern District of
California, 1301 Clay Street, Oakland, California 94612, Plaintiff Paula Sparkman will move for
final approval of class action settlement. This motion will be based on this Notice of Motion, the
Memorandum of Points and Authorities, the declarations of Blythe H. Chandler and of American

1 Legal Claim Services, LLC Regarding Due Diligence in Noticing, the records and file in this
2 action, and on such other matters as may be presented before or at the hearing.

3 DATED this 25th day of November, 2025.

4 TERRELL MARSHALL LAW GROUP PLLC

5 By: /s/ Blythe H. Chandler

6 Beth E. Terrell, CSB #178181
7 Email: bterrell@terrellmarshall.com
8 Blythe H. Chandler, *Admitted Pro Hac Vice*
9 Email: bchandler@terrellmarshall.com
10 936 North 34th Street, Suite 300
11 Seattle, Washington 98103-8869
12 Telephone: (206) 816-6603
13 Facsimile: (206) 319-5450

14 Sophia M. Rios, CSB #305801
15 Email: srios@bm.net
16 BERGER MONTAGUE PC
17 8241 La Mesa Blvd., Suite A
18 La Mesa, California 91942
19 Telephone: (619) 489-0300
20 Facsimile: (215) 875-4604

21 Colleen Fewer, CSB #323808
22 Email: cfewer@bm.net
23 BERGER MONTAGUE PC
24 505 Montgomery Street, Suite 625
25 San Francisco, CA 94111
26 Telephone: (800) 424-6690

27 E. Michelle Drake, *Admitted Pro Hac Vice*
Email: emdrake@bergermontague.com
BERGER MONTAGUE PC
1229 Tyler Street NE, Suite 205
Minneapolis, MN 55413
Telephone: (612) 594-5999
Facsimile: (612) 584-4470

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Daniel A. Schlanger, *Admitted Pro Hac Vice*
Email: dschlanger@consumerprotection.net
SCHLANGER LAW GROUP LLP
60 East 42nd Street, 46th Floor
New York, New York 10165
Telephone: (212) 500-6114
Facsimile: (646) 612-7996

Class Counsel

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1 **I. INTRODUCTION**

2 Plaintiff Paula Sparkman moves for final approval of a class settlement with Defendants
3 Conduent State & Local Solutions, Inc., and Comerica Bank. The settlement requires Defendants
4 to pay \$1,956,000 to establish a non-reversionary Settlement Fund that will be used to make
5 payments to Settlement Class Members and to pay Court-approved administration costs,
6 attorneys' fees and costs, and a service award to Ms. Sparkman. If the settlement is approved as
7 requested, Settlement Class Members will receive 73.58% of their actual damages resulting from
8 the challenged dispute handling processes. Settlement Class Members were not required to file
9 claims forms to receive their settlement award. Additionally, Settlement Class Members will
10 benefit from Conduent's practice changes, which will reduce their risk of future losses.

11 The notice program was very successful, reaching over 98.80% of Settlement Class
12 Members. Settlement Administrator American Legal Claim Services, LLC ("ALCS")
13 implemented the Court-approved notice plan and successfully delivered notice via postcard and
14 email to 5,207 Settlement Class Members. No Settlement Class Member objected to the
15 Settlement and only one opted out.

16 The settlement is an excellent result for Class Members, and consideration of the
17 applicable factors confirms that it is fair, adequate, and reasonable. Ms. Sparkman requests the
18 Court grant final approval of the settlement.

19 **II. BACKGROUND**

20 **A. The litigation and settlement**

21 Ms. Sparkman described the hard-fought litigation that led to the class settlement in her
22 separate motion for an award of attorneys' fees, costs, and service awards. ECF 136-40. In
23 accordance with the U.S. District Court for the Northern District of California's Procedural
24 Guidance for Class Action Settlements, Ms. Sparkman will not repeat those facts here.

25 **B. Preliminary approval and notice**

26 Ms. Sparkman moved for preliminary approval of the settlement on May 15, 2025. ECF
27 111. The Court granted the motion on August 13, 2025. ECF 133. In granting the motion for

1 preliminary approval, the Court appointed ALCS to serve as Settlement Administrator and
 2 approved the proposed Notice Plan, including the email, mail, and Website notices. *Id.* ¶¶ 12, 14.
 3 ALCS implemented the Notice Plan outlined in the Settlement Agreement and approved by the
 4 Court. *See generally* Indra Decl. A total of 5,207 Class Members, or 98.80% of the Class,
 5 received direct notice. *Id.* ¶ 12. Class Members had 60 days from the September 11, 2025,
 6 Settlement Notice Date, or until November 10, 2025, to opt out of the Class or to submit
 7 objections. ECF 133 ¶ 19; Indra Decl. ¶¶ 5, 9-10. No Class Member objected. Indra Decl. ¶ 10.
 8 Only one Settlement Class Member submitted an exclusion request, which was timely. Indra
 9 Decl. ¶ 9, Ex. D.

10 C. Payments to Class Members

11 Ms. Sparkman has moved for an award of attorneys' fees of \$489,000, costs in the
 12 amount of \$56,164, and a service award of \$10,000. ECF 136-140. If these amounts are
 13 approved as requested, the net fund to pay settlement awards will be \$1,375,900 and Settlement
 14 Class Members will recover 73.58% of their actual damages. Settlement Award payments will be
 15 equal to each Settlement Class Member's Electronic Funds Transfer Act (EFTA) dispute amount
 16 divided by the value of all Settlement Class Members' EFTA dispute amounts, multiplied by the
 17 net Settlement Fund. ECF 112-1, IV.2.

18 The parties will file a timely Post-Distribution Accounting in accordance with the
 19 District's Procedural Guidance for Class Action Settlements.

20 III. ISSUES TO BE DECIDED

- 21 1. Should the Settlement Class be finally certified?
- 22 2. Is the Settlement fair, reasonable, and adequate, justifying approval?
- 23 3. Did the notice program satisfy Rule 23 and due process?

24 IV. ARGUMENT

25 A. The Settlement Class should be finally certified for settlement purposes.

26 The Court conditionally certified the Settlement Class for settlement purposes when it
 27 granted preliminary approval of the settlement. The Settlement Class continues to satisfy the

1 Rule 23(a) and (b)(3) certification requirements. During settlement administration, ALCS
2 identified 498 duplicates in the class data, bringing the final class size to 5,270. As was true at
3 preliminary approval, the Settlement Class is “so numerous that joinder of all members is
4 impracticable” and, therefore, numerosity is satisfied. No changes have occurred that impact the
5 Court’s findings that the Settlement Class satisfies (1) commonality because common questions
6 include whether Defendants had a practice of denying claims of unauthorized transactions when
7 they could not “confirm fraud occurred” after a cursory investigation found “conflicting
8 information,” and whether the practice violated the EFTA; (2) typicality because Ms.
9 Sparkman’s and Class Members’ claims arise from the same course of alleged conduct and are
10 based on the same legal theories; and (3) adequacy because Ms. Sparkman has no conflicts with
11 Class Members and has demonstrated her commitment to the Class, and her counsel has
12 substantial experience in litigating consumer class actions. ECF 133 ¶ 3-6. In addition, the Court
13 found predominance is satisfied because the common question of “the adequacy of Defendants’
14 standardized procedures for investigating claims of unauthorized transactions” predominates
15 over individualized issues. ECF 133 ¶ 7. Finally, the Court concluded that class-wide resolution
16 of this case “is superior to other available methods for fairly and efficiently adjudicating the
17 controversy,” Fed. R. Civ. P. 23(b)(3), including because “Settlement Class Members are
18 unlikely to have the necessary resources to bring individual claims against Defendants.” ECF
19 133 ¶ 8.

20 For the same reasons, the Court should finally certify the Settlement Class for settlement
21 purposes.

22 **B. The settlement should be approved as fair, reasonable, and adequate.**

23 Rule 23(e) provides that courts should grant final approval to class action settlements that
24 are “fair, reasonable, and adequate.” Fed. R. Civ. P. 23(e)(2). The 2018 amendments to Rule 23
25 articulate a four-factor test to “focus the court and the lawyers on the core concerns of procedure
26 and substance that should guide the decision” Fed. R. Civ. P. 23(e)(2) advisory committee’s
27 note to 2018 amendments.

1 Under Rule 23(e)(2), the Court may approve a class action settlement “only after a
2 hearing and only on finding that it is fair, reasonable, and adequate” after considering whether
3 (1) the class representative and class counsel have adequately represented the class; (2) the
4 proposal was negotiated at arm’s length; (3) the relief provided for the class is adequate, taking
5 into account (i) the costs, risks, and delay of trial and appeal, (ii) the effectiveness of any
6 proposed method of distributing relief to the class, including the method of processing class
7 member claims, (iii) the terms of any proposed award of attorneys’ fees, including timing of
8 payment, and (iv) any agreement required to be identified under Rule 23(e)(3); and (4) the
9 proposal treats class members equitably relative to each other. Fed. R. Civ. P. 23(e)(2). The Rule
10 23 factors are consistent with factors that the Ninth Circuit has identified as guides in
11 determining whether a proposed settlement should be approved. These factors include (1) the
12 strength of the plaintiff’s case; (2) the risk, expense, complexity, and likely duration of further
13 litigation; (3) the risk of maintaining class action status throughout the trial; (4) the amount
14 offered in settlement; (5) the extent of discovery completed and the stage of the proceedings; (6)
15 the experience and views of counsel; (7) the presence of a governmental participant; and (8) the
16 reaction of the class members of the proposed settlement. *In re Bluetooth Headset Products Liab.*
17 *Litig.*, 654 F.3d 935, 946 (9th Cir. 2011).

18 Despite this “lengthy but non-exhaustive list of factors that a district court may consider
19 when weighing a proposed settlement,” “there are few, if any, hard-and-fast rules about what
20 makes a settlement ‘fair’ or ‘reasonable.’” *In re Volkswagen “Clean Diesel” Mktg., Sales Pracs.,*
21 *& Prod. Liab. Litig.*, 895 F.3d 597, 610 (9th Cir. 2018). Ultimately, “[d]eciding whether a
22 settlement is fair” is “best left to the district judge who can develop a firsthand grasp of the
23 claims, the class, the evidence, and the course of the proceedings—the whole gestalt of the case.”
24 *Id.* at 611. Consideration of the relevant factors and “the whole gestalt of the case” confirms that
25 this settlement is fair, reasonable, and adequate.

- 1 1. The relief provided by the settlement favors approval, taking into account the
2 strength of Ms. Sparkman’s case and the risk, cost, and delay of trial and appeal.

3 This \$1,956,000 settlement is an outstanding result for the Settlement Class. Without this
4 litigation, these Way2Go cardholders were unlikely to recover any of the child support funds
5 they lost to unauthorized charges on their prepaid debit cards. If the settlement is approved as
6 requested, they will recoup 73.58% of those lost funds. ECF 122 ¶ 12. Many individual
7 Settlement Class Members will recover hundreds of dollars lost to unauthorized charges. ECF
8 112-1, Ex. C. Some will recover thousands. *Id.* For the many Settlement Class Members who are
9 still Way2Go cardholders, the settlement also provides important prospective relief. The changes
10 to Conduent’s unauthorized dispute handling practices reduce the risk that Defendants will
11 wrongfully deny any of Settlement Class Members’ future claims for reimbursement.

12 The recovery that Ms. Sparkman obtained for Class Members is especially remarkable
13 given the risks inherent in any litigation and in this litigation in particular. Ms. Sparkman still
14 faced the hurdle of class certification, and the risk of later decertification. *See In re Netflix*
15 *Privacy Litig.*, No. 5:11-CV-00379-EJD, 2013 WL 1120801, at *6 (N.D. Cal. Mar. 18, 2013)
16 (“The notion that a district court could decertify a class at any time is one that weighs in favor of
17 settlement.”). Although Ms. Sparkman is confident in the strength of her claims, there was no
18 guarantee that they would survive further stages of litigation or result in actual recovery for the
19 Class. This settlement, by contrast, provides prompt and certain relief for Class Members. *See*
20 *Almanzar v. Home Depot U.S.A., Inc.*, No. 2:20-cv-0699-KJN, 2024 WL 36175, at *4 (E.D. Cal.
21 Jan. 3, 2024) (“Approval of settlement is ‘preferable to lengthy and expensive litigation with
22 uncertain results.’”); *Nat’l Rural Telecommc’ns Coop. v. DIRECTV, Inc.*, 221 F.R.D. 523, 526
23 (C.D. Cal. 2004) (“Courts must consider the vagaries of litigation and compare the significance
24 of immediate recovery by way of the compromise to the mere possibility of relief in the future,
25 after protracted and expensive litigation.” (citation omitted)).

26 This case also carried unique risks. When she filed her lawsuit, Ms. Sparkman’s core
27 claim for class treatment was untested. At that time, no court had certified claims under the

1 EFTA for a financial institution’s wrongful denials of reimbursement for unauthorized
2 transactions. Two years later, only one court has certified this type of claim. *See Nelipa v. TD*
3 *Bank, N.A.*, 2024 WL 3017141, at *8 (E.D.N.Y. June 17, 2024) (recommending certification and
4 noting that neither party could identify any case addressing whether to certify “a class that
5 consists of consumers who contend that a bank erroneously denied their reimbursement claims
6 relating to allegedly unauthorized transactions, in violation of the EFTA”), *certification of*
7 *narrowed EFTA class granted by Nelipa v. TD Bank, N.A.*, No. 1:21-cv-01092 (Docket Text
8 Order) (Sept. 30, 2025). The significant monetary and non-monetary relief provided by this
9 settlement weigh in favor of approval, especially when considered against the risks created by
10 the dearth of authority on class certification under the relevant provision of the EFTA.

11 That novelty also means that there are few similar class action settlements against which
12 to compare the settlement in this case. However, this proposed settlement compares favorably to
13 those that do exist. For example, Defendants recently agreed to pay \$1.2 million into a non-
14 reversionary settlement fund to settle claims from a class of hundreds of thousands of Direct
15 Express cardholders who alleged that Defendants improperly handled their claims for fraudulent
16 transactions. *Almon v. Conduent Business Services, LLC*, No. 5:19-cv-01075-XR (W.D. Tex.
17 Nov. 1, 2024), ECF 95 (preliminary approval order), 110 (final approval order). In June 2025, a
18 court approved a settlement of similar EFTA violations that included payment of \$500,000 to the
19 325-member class, \$525,000 in attorney’s fees, and \$29,782 in costs. *See Granados v. OnPoint*
20 *Community Credit Union*, No. 3:21-cv-00847-SI (D. Or. June 10, 2025), ECF 99 (final approval
21 order).

22 2. The extent of discovery, stage of proceedings, and recommendation of
23 experienced counsel favor approval.

24 The parties negotiated the settlement after a significant amount of discovery and motion
25 practice, arming them with strong insight into the strengths and weaknesses of their respective
26 positions. *See Cabiness v. Educ. Fin. Sols., LLC*, No. 16-cv-01109-JST, 2019 WL 1369929, at *5
27 (N.D. Cal. Mar. 26, 2019) (finding “the parties conducted sufficient discovery to make an

1 informed decision about the adequacy of the settlement” because “[a]t the time of settlement, the
2 parties had spent almost two years engaged in litigation, including dispositive motions,
3 discovery, and depositions”).

4 Class Counsel, who are experienced in litigating and resolving class action cases,
5 strongly support the settlement. Chandler Decl. ¶ 2; *see In re Online DVD-Rental Antitrust Litig.*,
6 779 F.3d 934, 944 (9th Cir. 2015) (explaining that “the extent of discovery completed and the
7 stage of the proceedings” as well as “the experience and views of counsel” are relevant to
8 approval of settlement (quoting *In re Bluetooth*, 654 F.3d at 946)); *see also Slezak v. City of Palo*
9 *Alto*, No. 16-cv-3224-LHK, 2017 WL 2688224, at *4 (N.D. Cal. June 22, 2017) (“If the parties
10 have sufficient information to make an informed decision about settlement, this factor will weigh
11 in favor of approval.” (quoting *Linney v. Cellular Alaska P’ship*, 151 F.3d 1234, 1239 (9th Cir.
12 1998))). The recommendation of experienced counsel weighs in favor of granting approval. *See*
13 *Philips v. Munchery Inc.*, No. 19-cv-00469-JSC, 2021 WL 326924, at *6 (N.D. Cal. Feb. 1,
14 2021) (“The trial court is entitled to, and should, rely upon the judgment of experienced counsel
15 for the parties.” (citation omitted)).

16 3. Settlement Class Members’ response favors approval

17 A court may appropriately infer that a class settlement is fair, reasonable, and adequate
18 when few (or no) class members object to it. *In re Anthem, Inc. Data Breach Litig.*, 327 F.R.D.
19 299, 320-21 (N.D. Cal. 2018) (finding low rates of objections and opt-outs are “indicia of the
20 approval of the class” (citation omitted)); *In re ConAgra Foods, Inc.*, No. CV 11-05379-CJC,
21 2023 WL 8937622, at *10 (C.D. Cal. Sept. 18, 2023) (noting that lack of objections “indicates
22 very strong overall support for the [settlement] and supports final approval”). Settlement Class
23 Members were given sixty days to object to the Settlement or exclude themselves from the
24 Settlement Class, including thirty days after the motion for attorneys’ fees and costs was filed
25 and posted on the Settlement Website. Indra Decl. ¶¶ 8-10; ECF 136; *see also In re Volkswagen*
26 *“Clean Diesel” Mktg.*, 895 F.3d at 614-15 (class members must be provided sufficient
27 opportunity to object to the settlement and Ms. Sparkman’s request for attorneys’ fees, costs, and

1 service awards). Not a single Settlement Class Member objected to the settlement or Class
2 Counsel's fee request and only one opted out. Indra Decl. ¶¶ 9-10.

3 4. The presence of a governmental participant.

4 The Settlement Administrator timely sent the notice required under the Class Action
5 Fairness Act ("CAFA"), 28 U.S.C. § 1715. Indra Decl. ¶ 3. No governmental entity has objected
6 to the settlement.

7 5. The Rule 23(e)(2) considerations favor approval.

8 The considerations outlined in Rule 23(e)(2) also support final approval of the settlement.
9 The first consideration is the adequacy of Ms. Sparkman's and her counsel's representation of
10 the Settlement Class. In granting preliminary approval of the settlement, the Court found that
11 Ms. Sparkman and Class Counsel are adequate representatives. ECF 133 ¶ 6. They have
12 continued to advocate for Settlement Class Members' interests. This consideration supports
13 approval.

14 The second consideration also supports approval because the settlement was negotiated at
15 arms' length. The parties' negotiations involved private mediation with the Hon. Jose Linares
16 (Ret.), an experienced mediator of consumer class action lawsuits, followed by the direct
17 exchange of offers and proposed terms. ECF 112 ¶ 12; *see also Ruch v. AM Retail Group, Inc.*,
18 No. 14-cv-05352-MEJ, 2016 WL 1161453, at *11 (N.D. Cal. Mar. 24, 2016) (holding that the
19 "process by which the parties reached their settlement," which included "formal mediation ...
20 weigh[ed] in favor of preliminary approval"); Fed. R. Civ. P. 23(e)(2) advisory committee's note
21 to 2018 amendment ("the involvement of a neutral or court-affiliated mediator or facilitator in
22 [settlement] negotiations may bear on whether they were conducted in a manner that would
23 protect and further the class interests"). None of the "red flags" of potential collusion the Ninth
24 Circuit has identified exist in this case. *See In re Bluetooth*, 654 F.3d at 947 (noting that courts
25 may conclude that plaintiffs' counsel allowed pursuit of their own self-interest to infect
26 settlement negotiations when they receive a disproportionate portion of the settlement, the parties
27 agree to a "clear sailing" arrangement providing for the payment of attorneys' fees separate and

1 apart from class funds, or the parties agree that any fees not awarded will revert to defendants
2 rather than be added to the class fund).

3 The third consideration—the adequacy of the relief—also supports approval of the
4 settlement. As discussed above, the \$1,956,000 Settlement Fund, combined with the meaningful
5 non-monetary relief Defendants have agreed to provide, is more than adequate to warrant
6 approval, particularly in light of the costs, risks, and delay of trial and appeal. Settlement Class
7 Members did not have to file claims to receive payments from the Settlement Fund proportionate
8 to their EFTA Dispute amounts. Settlement Administrator ALCS will distribute the Settlement
9 Fund through the methods specified in the Settlement Agreement. ECF No. 131.

10 Class Counsel’s request for an award of fees at the Ninth Circuit’s 25% benchmark for
11 common fund awards is reasonable, as discussed in the motion filed on October 9, 2025, and it
12 will not be paid unless and until the Court approves the settlement. ECF 133 ¶ 19. Any amount
13 of the requested fees not approved by the Court will be distributed to Settlement Class Members.
14 ECF 112-1, IV.

15 Finally, the fourth consideration supports approval because the distribution plan ensures
16 that Settlement Class Members will be treated equitably relative to each other. *See Radcliffe v.*
17 *Hernandez*, 794 F. App’x 605, 607 (9th Cir. 2019) (“Rule 23’s flexible standard allows for the
18 unequal distribution of settlement funds so long as the distribution formula takes account of
19 legitimate considerations and the settlement remains ‘fair, reasonable, and adequate.’” (quoting
20 Fed. R. Civ. P. 23(e)(2)). Each Settlement Class Member’s share will be based on his or her
21 actual damages. ECF 112-1, IV.2. Settlement Award payments will be equal to each Settlement
22 Class Member’s EFTA Dispute amount divided by the value of all Settlement Class Members’
23 EFTA Dispute amounts, multiplied by the net Settlement Fund. ECF 112-1, IV.2. Settlement
24 Class Members will also benefit from the injunctive relief that will prevent future losses due to
25 Defendant’s wrongful dispute handling practices.

1 **C. The Notice Plan complied with Rule 23 and due process.**

2 The Notice Plan approved by the Court and implemented by ALCS satisfied the
3 requirements of Rule 23 and due process. Rule 23 provides that “[t]he court must direct notice in
4 a reasonable manner to all class members who would be bound by the proposal.” Fed. R. Civ. P.
5 23(e)(1). When the class is certified under Rule 23(b)(3), the notice must also be the “best notice
6 practicable under the circumstances, including individual notice to all members who can be
7 identified through reasonable effort.” Fed. R. Civ. P. 23(c)(2)(B). To comply with constitutional
8 due process standards, the notice must be “reasonably calculated, under all the circumstances, to
9 apprise interested parties of the pendency of the action and afford them an opportunity to present
10 their objections.” *Mullane v. Central Hanover Bank & Trust Co.*, 339 U.S. 306, 314 (1950).

11 The Court-approved Notice Plan satisfied these requirements. The Notices provided
12 Class Members with information about the litigation, the certified Class, the claims and defenses,
13 how to object, opt out, and appear at the Fairness Hearing, and the binding effect of a class
14 judgment. Fed. R. Civ. P. 23(c)(2)(B); *see also In re Hyundai and Kia Fuel Econ. Litig.*, 926
15 F.3d 539, 567 (9th Cir. 2019) (explaining that “settlement notices must ‘present information
16 about a proposed settlement neutrally, simply, and understandably’” (citation omitted)). The
17 Notices gave Class Members “enough information so that those with adverse viewpoints could
18 investigate and come forward and be heard.” *Id.* at 568 (citation omitted).

19 ALCS sent the Postcard Notice to 5,270 Class Members by first class mail using the most
20 recent address information available based on Defendants’ records and the USPS National
21 Change of Address database. Indra Decl. ¶ 4. When 522 Postcard Notices were returned as
22 undeliverable, ALCS re-mailed 435 Postcard Notices to addresses obtained by performing an
23 advanced address search. *Id.* ¶ 6. ALCS sent the Email Notice to 4,240 Class Members, and only
24 346 were not delivered due to an invalid address or other error. *Id.* ¶ 7. In total, 5,207 of 5,270
25 Settlement Class Members, or 98.80% of the Class, received direct notice. *Id.*; *see also Edwards*
26 *v. Andrew*, 846 F. App’x 538, 539 (9th Cir. 2021) (affirming finding “that the plaintiffs’ class
27

1 notice satisfied Federal Rule of Civil Procedure 23 and due process because, among other things,
2 the plaintiffs' expert opined that at least 75 percent of the class received notice").

3 ALCS also established a Settlement Website with detailed information in both English
4 and Spanish about the settlement, including the Website Notice, the Settlement Agreement, the
5 complaint, the opt-out form, and motions and orders relating to the settlement. Indra Decl. ¶ 8.
6 ALCS posted Ms. Sparkman's motion for attorneys' fees, costs, and service awards on the
7 Settlement Website on October 10, 2025. *Id.* The Postcard Notice, Website Notice, and
8 Settlement Website also provided contact information for Class Counsel and ALCS, including a
9 toll-free number that Settlement Class Members could call with questions about the settlement.
10 Class Counsel received 22 calls on the toll-free number. Chandler Decl. ¶ 3.

11 The Notice Plan approved by the Court was faithfully executed by ALCS and complied
12 with Rule 23 and due process.

13 **V. CONCLUSION**

14 Ms. Sparkman requests that the Court finally certify the Settlement Class and approve the
15 settlement as fair, reasonable and adequate.

16 RESPECTFULLY SUBMITTED AND DATED this 25th day of November, 2025.

17 TERRELL MARSHALL LAW GROUP PLLC

18 By: /s/ Blythe H. Chandler

19 Beth E. Terrell, CSB #178181

20 Email: bterrell@terrellmarshall.com

21 Blythe H. Chandler, *Admitted Pro Hac Vice*

22 Email: bchandler@terrellmarshall.com

23 936 North 34th Street, Suite 300

24 Seattle, Washington 98103-8869

25 Telephone: (206) 816-6603

26 Facsimile: (206) 319-5450

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Sophia M. Rios, CSB #305801
Email: srios@bm.net
BERGER MONTAGUE PC
8241 La Mesa Blvd., Suite A
La Mesa, California 91942
Telephone: (619) 489-0300
Facsimile: (215) 875-4604

Colleen Fewer, CSB #323808
Email: cfewer@bm.net
BERGER MONTAGUE PC
505 Montgomery Street, Suite 625
San Francisco, CA 94111
Telephone: (800) 424-6690

E. Michelle Drake, *Admitted Pro Hac Vice*
Email: emdrake@bergermontague.com
BERGER MONTAGUE PC
1229 Tyler Street NE, Suite 205
Minneapolis, MN 55413
Telephone: (612) 594-5999
Facsimile: (612) 584-4470

Daniel A. Schlanger, *Admitted Pro Hac Vice*
Email: dschlanger@consumerprotection.net
SCHLANGER LAW GROUP LLP
60 East 42nd Street, 46th Floor
New York, New York 10165
Telephone: (212) 500-6114
Facsimile: (646) 612-7996

Class Counsel

1 Sophia M. Rios, CSB #305801
2 Email: srios@bm.net
3 BERGER MONTAGUE PC
4 8241 La Mesa Blvd., Suite A
5 La Mesa, California 91942
6 Telephone: (619) 489-0300
7 Facsimile: (215) 875-4604

8 [Additional Counsel Appear on Signature Page]

9 *Class Counsel*

10 UNITED STATES DISTRICT COURT
11 FOR THE NORTHERN DISTRICT OF CALIFORNIA
12 OAKLAND DIVISION

13 PAULA SPARKMAN, on behalf of herself and
14 all others similarly situated,

15 Plaintiff,

16 v.

17 COMERICA BANK, a foreign corporation, and
18 CONDUENT STATE & LOCAL SOLUTIONS,
19 INC., a foreign corporation,

20 Defendants.

NO. 4:23-cv-02028-DMR

**PROPOSED ORDER GRANTING
PLAINTIFF’S MOTION FOR FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT**

The Honorable Donna M. Ryu

CLASS ACTION

21 THIS MATTER came before the Court on Plaintiff’s Motion for Final Approval of Class
22 Action Settlement. Prior to ruling, the Court considered the following:

- 23 1. Plaintiff’s Motion for Final Approval of Class Action Settlement;
- 24 2. Declaration of Blythe H. Chandler in Support of Plaintiff’s Motion for Final
25 Approval of Class Action Settlement;
- 26 3. Declaration of American Legal Claim Services, LLC Regarding Due Diligence in
27 Noticing;
- 4. Plaintiff’s Motion for Attorneys’ Fees, Costs and Service Awards;

1 5. Declaration of Blythe H. Chandler in Support of Plaintiff’s Motion for Attorneys’
2 Fees, Costs and Service Awards;

3 6. Declaration of E. Michelle Drake in Support of Plaintiff’s Motion for Attorneys’
4 Fees, Costs and Service Awards;

5 7. Declaration of Daniel Schlanger in Support of Plaintiff’s Motion for Attorneys’
6 Fees, Costs and Service Awards; and

7 8. Declaration of Paula Sparkman in Support of Plaintiff’s Motion for Attorneys’
8 Fees, Costs and Service Awards.

9 Based on the foregoing, the Court finds that:

10 1. On December 11, 2025, the Court held a Final Approval Hearing. Settlement
11 Class Members were given a full opportunity to participate in the Hearing, and all Settlement
12 Class Members and other persons wishing to be heard have been heard. Accordingly, the Court
13 determines that all Settlement Class Members who did not timely and properly opt out of the
14 settlement are bound by this Order.

15 2. Notice to the Settlement Class required by Rule 23(e) of the Federal Rules of
16 Civil Procedure has been provided in accordance with the Settlement Agreement and the Court’s
17 Preliminary Approval Order. Such Notice has been given in an adequate and sufficient manner;
18 constitutes the best notice practicable under the circumstances, including the dissemination of
19 individual notice to all Settlement Class Members; and satisfies Rule 23(e) and due process.

20 3. Settlement Administrator American Legal Claims Services, LLC (“ALCS”)
21 timely served notification of this settlement to the appropriate officials pursuant to the Class
22 Action Fairness Act of 2005 (“CAFA”), 28 U.S.C. § 1715. The terms of the Settlement
23 Agreement are incorporated fully into this Order by reference.

24 4. The terms of the Settlement Agreement are fair, reasonable, and adequate. In so
25 finding, the Court has considered all evidence presented, including evidence regarding the relief
26 provided by the settlement; the strength of Plaintiff’s case; the risk, expense, and delay of
27 continued litigation; the extent of discovery completed and stage of proceedings; the experience

1 and views of class counsel; Settlement Class Members' response; the adequacy of Plaintiff's and
2 her counsel's representation; the arm's length negotiations; and the equitable distribution of the
3 Settlement Fund to Settlement Class Members. The Court has also considered the absence of
4 objection to the settlement.

5 5. The Court has considered the factors enumerated in Rule 23(e)(2) and finds they
6 counsel in favor of final approval.

7 6. The Court hereby finds the Settlement Awards to be paid to Settlement Class
8 Members under the terms of the settlement to be fair and reasonable in light of all the
9 circumstances. The Court therefore orders the Settlement Awards to be distributed to Settlement
10 Class Members in accordance with the terms of the Settlement Agreement. The parties and each
11 Settlement Class Member have irrevocably submitted to the jurisdiction of this Court for any
12 suit, action, proceeding, or dispute arising out of the Settlement Agreement.

13 7. The Court finds that it is in the best interests of the parties and the Settlement
14 Class and consistent with principles of judicial economy that any dispute between any Settlement
15 Class Member (including any dispute as to whether any person is a Settlement Class Member)
16 and any Released Party that relates in any way to the applicability or scope of the Settlement
17 Agreement or this Order should be presented exclusively to this Court for resolution by this
18 Court.

19 IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED THAT:

20 8. **Class Certification.** This action is a class action against Defendants on behalf of
21 a class of persons defined as follows (the "Settlement Class"):

22 All persons issued a California Way2Go Card Prepaid Mastercard
23 (1) who notified Conduent that one or more charges on their
24 Way2Go account were unauthorized; (2) for whom Conduent's
25 records do not reflect indicia of first-party fraud or a dispute over
26 the quality of a good or service; and (3) who were denied
27 reimbursement with a denial letter identified in Defendants' systems
by the letter code FRD7-GO-Deny-Conflicting Info or FRD7 Deny-
Conflicting Info dated on or before December 10, 2024.

1 9. One person, Sajia Ghias, submitted a timely and valid request for exclusion. They
2 are excluded from the Settlement Class and are not bound by this Order or the terms of the
3 Settlement Agreement.

4 10. The Settlement Class satisfies the requirements of Rule 23(a) and (b)(3) of the
5 Federal Rules of Civil Procedure and is certified, for settlement purposes only, because: (a) the
6 Settlement Class is so numerous that joinder of all members is impracticable; (b) there are
7 questions of law or fact common to the Settlement Class; (c) Plaintiff's claims are typical of the
8 claims of the Settlement Class; (d) Plaintiff and her counsel will fairly and adequately protect the
9 interests of the Settlement Class; (e) the questions of law or fact common to the members of the
10 Settlement Class predominate over any questions affecting only individual members, and (f)
11 certification of the Settlement Class is superior to other available methods for the fair and
12 efficient adjudication of the controversy.

13 11. For purposes of settlement, the Court appoints Plaintiff Paula Sparkman as Class
14 Representative.

15 12. For purposes of settlement, the Court appoints Terrell Marshall Law Group
16 PLLC, Berger Montague PC, and Schlanger Law Group LLP to serve as Class Counsel.

17 13. **Settlement Agreement.** The Settlement Agreement is finally approved pursuant
18 to Rule 23(e) of the Federal Rules of Civil Procedure as fair, reasonable, and adequate and in the
19 best interests of the Settlement Class. The Settlement Agreement shall be deemed incorporated
20 herein and shall be consummated in accordance with the terms and provisions thereof, except as
21 amended or clarified by any subsequent order issued by this Court.

22 14. As agreed by the parties in the Settlement Agreement, upon Final Approval,
23 Plaintiff and Settlement Class Members release, resolve, relinquish, and discharge forever each
24 of the Released Parties from each of the Released Claims as set forth in the Settlement
25 Agreement.

1 15. Plaintiff, each Settlement Class Member, and each Releasing Party will be
2 deemed to have agreed not to sue any Released Party with respect to any of the Released Claims
3 and to have agreed to be forever barred from doing so.

4 16. As agreed by the parties in the Settlement Agreement, Defendant Conduent State
5 & Local Solutions, Inc. will revise its form letters so that they no longer list conflicting
6 information as a reason for denying California Way2Go cardholder unauthorized transaction
7 disputes and shall retrain its fraud investigators consistent with the revised letters.

8 17. **Administration.** The Court approves ALCS's costs of \$24,936 and authorizes
9 payment of those costs from the Settlement Fund as set forth in the Settlement Agreement.

10 18. **Attorneys' Fees.** Where Class Counsel's efforts have created a common fund,
11 Courts in the Ninth Circuit have discretion to use either the percentage-of-the-fund method or the
12 lodestar method to award attorneys' fees. *In re Hyundai & Kia Fuel Econ. Litig.*, 926 F.3d 539,
13 570 (9th Cir. 2019). The method a district court chooses to use, and its application of that
14 method, must achieve a reasonable result. *See In re Bluetooth Headset Prods. Liab. Litig.*, 654
15 F.3d 935, 942 (9th Cir. 2011).

16 19. The percentage-of-the-fund method is an appropriate method for calculating a
17 reasonable attorney's fee where, as here, the benefit to the Settlement Class can be quantified. *In*
18 *re Bluetooth*, 654 F.3d at 942. In the Ninth Circuit, 25% of the settlement amount is the
19 benchmark for attorneys' fees awarded under the percentage-of-the-fund method. *In re Hyundai*,
20 926 F.3d at 570.

21 20. The Court finds that Class Counsel's request for an award of 25% of the
22 Settlement Fund is reasonable under the percentage-of-the-fund method. Class Counsel's efforts
23 have delivered a quantifiable benefit to the Settlement Class in the form of a \$1,956,000
24 Settlement Fund, providing class-wide recovery equal to 73.58% of Settlement Class Members'
25 actual damages. In light of the excellent result they achieved for the Settlement Class, the risk
26 they assumed of no recovery, the skill and quality of their work, the contingent nature of the fee,
27 and awards in similar cases, a fee equal to 25% of the Settlement Fund is reasonable.

1 21. The Court further finds that a lodestar crosscheck supports the reasonableness of
2 Class Counsel’s fee. *In re Bluetooth*, 654 F.3d at 944-45. The court calculates the “lodestar
3 figure” by multiplying the number of hours reasonably expended by a reasonable rate. *In re*
4 *Hyundai*, 926 F.3d at 570. The Court finds that Class Counsel reasonably invested 1233.6 hours
5 in the litigation. Class Counsel’s lodestar—calculated at reasonable hourly rates ranging from
6 \$950 to \$1180 for attorneys with at least twenty years of experience, \$725 to \$895 for attorneys
7 with at least ten years of experience, \$500 to \$640 for attorneys with fewer than ten years of
8 experience, and \$330-\$500 for experienced paralegals—is \$833,400. Counsel’s fee request of
9 \$489,000 represents a 0.59 “negative” multiplier on their lodestar figure, which is a further
10 indication that their requested fee is reasonable. *See, e.g., Ong v. Arlo Techs., Inc.*, No. 5:19
11 CV 00372 BLF, 2021 WL 1531171, at *11 (N.D. Cal. Apr. 19, 2021).

12 22. Class Counsel are awarded \$489,000 in attorneys’ fees to be paid from the
13 Settlement Fund in accordance with the terms of the Settlement Agreement.

14 23. **Costs.** The Court finds that Class Counsel’s litigation costs are reasonable,
15 necessary and directly related to the work performed on behalf of the Settlement Class. *See In re*
16 *Apple Inc. Device Performance Litig.*, 50 F.4th 769, 785 (9th Cir. 2022). Class Counsel are
17 awarded \$56,164 in costs to be paid from the Settlement Fund in accordance with the terms of
18 the Settlement Agreement.

19 24. **Service Award.** The Court approves a service award of \$10,000 for Class
20 Representative Paula Sparkman, to be paid from the Settlement Fund, in recognition of her
21 efforts on behalf of the Settlement Class, which includes devoting at least 40 hours to this
22 litigation. The Court also gives weight to the fact that Ms. Sparkman was the Class’s sole
23 representative and that her award is just 0.51% of the settlement amount. *Staton v. Boeing Co.*,
24 327 F.3d 938, 977 (9th Cir. 2003).

25 25. **Effect of Order.** Neither this Final Approval Order nor the Settlement Agreement
26 is an admission or concession by Defendants or any of the other Released Parties of any liability
27 or wrongdoing of any kind in connection with the claims alleged in this Action. This Final

1 Approval Order and the Settlement Agreement do not constitute an admission by Defendants of
2 the truth of any factual allegations in this Action, that all Settlement Class Members have
3 standing to assert a claim under the UCL, or that all California Way2Go cardholders have
4 standing to assert a claim under the UCL. Neither this Final Approval Order nor the Settlement
5 Agreement nor any related documents in this proceeding, nor any reports or accounts thereof,
6 shall be offered or received in evidence in any civil, criminal, or administrative action or
7 proceeding, other than such proceedings as may be necessary to consummate or enforce this
8 Final Approval Order, the Settlement Agreement, and all releases given thereunder, or to
9 establish the affirmative defenses of res judicata or collateral estoppel barring the pursuit of
10 claims released in the Settlement Agreement. This Final Approval Order also does not constitute
11 any opinion or position of the Court as to the merits of the claims and defenses related to this
12 Action.

13 26. Without affecting the finality of this judgment, the Court reserves and retains
14 jurisdiction over this settlement, including the administration and consummation of the
15 settlement. In addition, without affecting the finality of this judgment, the Court retains exclusive
16 jurisdiction over Defendants and each member of the Settlement Class for any suit, action,
17 proceeding, or dispute arising out of or relating to this Order, the Settlement Agreement, or the
18 applicability of the Settlement Agreement. Without limiting the generality of the foregoing, any
19 dispute concerning the Settlement Agreement, including, but not limited to, any suit, action,
20 arbitration, or other proceeding by a Settlement Class Member in which the provisions of the
21 Settlement Agreement are asserted as a defense in whole or in part to any claim or cause of
22 action or otherwise raised as an objection, shall constitute a suit, action, or proceeding arising out
23 of or relating to this Order. Solely for purposes of such suit, action, or proceeding, to the fullest
24 extent possible under applicable law, the parties and all Settlement Class Members are hereby
25 deemed to have irrevocably waived and agreed not to assert, by way of motion, as a defense or
26 otherwise, any claim or objection that they are not subject to the jurisdiction of this Court, or that
27 this Court is, in any way, an improper venue or an inconvenient forum.

1 27. This action is hereby dismissed on the merits, in its entirety, with prejudice and
2 without costs except as provided elsewhere in this order, including without limitation all
3 Released Claims of Settlement Class Members against the Released Parties.

4 28. The Court finds, pursuant to Rule 54(b) of the Federal Rules of Civil Procedure,
5 that there is no just reason for delay, and directs the Clerk to enter final judgment.

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IT IS SO ORDERED.

Dated: _____

DONNA M. RYU
United States District Court Judge