

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

In re:
Bluetooth Headset Products
Liability Litigation

Case No. 2:07-ML-1822-DSF-E
CLASS ACTION

**ORDER GRANTING FINAL
APPROVAL**

1 Before the Court is Plaintiffs’ Motion for Final Approval of Class Settlement.
2 The Court, having considered the papers submitted in support of the proposed
3 Settlement Agreement and the oral presentations of counsel, having considered all
4 objections made to the proposed Settlement Agreement and the oral presentations of
5 those objectors who appeared at the Fairness Hearing, and having considered all
6 applicable law, finds that there is no just reason for delay of the entry of this Order
7 Granting Final Approval and approves the Settlement Agreement entered into by the
8 Parties. This Order Granting Final Approval adopts and incorporates the Settlement
9 Agreement and its defined terms.

10 BACKGROUND

11 Twenty-six putative class actions were filed against Motorola, Inc., Plantronics,
12 Inc., and GN Netcom, Inc. (collectively, “Defendants”) in various courts across the
13 country concerning the marketing of wireless headsets commonly known as
14 “Bluetooth headsets.” On February 20, 2007, the Judicial Panel on Multidistrict
15 Litigation coordinated the cases before this Court in *In Re Bluetooth Headset Products*
16 *Liability Litigation*, MDL No. 1822. On August 26, 2007, a lawsuit raising similar
17 questions of law and fact, entitled *Kirkpatrick v. Motorola*, No. 07-5570 (DSF) (Ex)
18 was filed in the Central District of California and transferred to this Court.¹

19 Plaintiffs filed a Consolidated Class Action Complaint on July 6, 2007. (Dkt.
20 No. 13.) As a result of a meet-and-confer between the Parties, Plaintiffs filed their
21 First Amended Consolidated Complaint (“FACC”) on August 3, 2007. (Dkt. No. 16.)
22 The Parties had a second meet-and-confer and, as a result, Plaintiffs filed a Second
23 Amended Consolidated Complaint (“SACC”) on September 25, 2007. (Dkt. No. 19.)
24 The SACC is the operative Complaint.

25 Plaintiffs allege that the use of Defendants’ Bluetooth headsets could
26 potentially cause noise-induced hearing loss (“NIHL”). Plaintiffs further allege that

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28 ¹ The 26 coordinated cases and the *Kirkpatrick* case shall be collectively referred to as
the “Actions.”

1 Defendants failed to disclose this purported risk. Defendants strongly assert that their
2 Bluetooth headsets are safe and deny that they have done anything wrong. Defendants
3 also deny that the actions are amenable to class treatment for merits purposes (as
4 opposed to settlement purposes).

5 In May 2008 Defendants filed a joint Motion to Dismiss the Actions. (Dkt. No.
6 34.) The motion was fully briefed when the Parties informed the Court that they had
7 reached an agreement in principle to settle the lawsuit, and sought a temporary stay of
8 the proceedings. (Dkt. No. 49.)

9 On January 16, 2009, the Parties filed a Class Action Settlement Agreement
10 (the “Settlement Agreement” or “Agreement”) that purported to resolve all claims
11 raised in the Actions. (Dkt. No. 61.) After a February 9, 2009 hearing, the Court
12 preliminarily approved the settlement and directed that notice be provided to the Class
13 as set forth in the Court’s Order Preliminarily Approving Settlement and Providing for
14 Notice (the “Notice Order”). (Dkt. No. 64.)

15 Notice was provided to the Class and Class Members were given the
16 opportunity to object or opt out. Fifty objections were received by the Court and/or
17 settlement administrator and 715 people validly elected to opt out of the lawsuit.

18 On July 6, 2009, the Court held a Fairness Hearing to consider whether final
19 approval of the settlement was warranted. Attorneys for the Parties were present at
20 the hearing, as was counsel for the seven objectors referred to in the pleadings and at
21 the hearing as the “Brennan objectors.” (Dkt. Nos. 107 & 164.)

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1 **JURISDICTION**

2 The Court finds that it has jurisdiction over the Parties and all members of the
3 Settlement Class pursuant to 28 U.S.C. § 1332(d).

4 **FINDINGS**

5 The Ninth Circuit has a “strong judicial policy that favors settlements,
6 particularly where complex class action litigation is concerned.” *Class Plaintiffs v.*
7 *Seattle*, 955 F.2d 1268, 1276 (9th Cir. 1992).

8 For the reasons set forth below, the Court finds that: (1) certification of a Rule
9 23(b)(3) settlement class is appropriate; (2) the best notice practicable has been given
10 to the Class; and (3) the settlement should be approved as being fair, adequate, and
11 reasonable.

12 **A. CLASS CERTIFICATION FOR SETTLEMENT PURPOSES ONLY.**

13 The Court provisionally certified a Settlement Class (for settlement purposes
14 only) in its Notice Order. (Notice Order ¶ 1.) None of the objectors contests
15 certification of the Settlement Class. The Court finds that it is appropriate, pursuant to
16 Federal Rule of Civil Procedure 23(b)(3) and for settlement purposes only, to make
17 final its provisional certification of a Settlement Class, which consists of:

18 all persons or entities in the United States who, between June 30, 2002
19 and the date of entry of this Notice Order, purchased a Bluetooth Headset
20 manufactured by Motorola, Plantronics or GN. Excluded from the Class
21 are: (a) the Defendants and their parents, subsidiaries, and affiliates,
22 current and former directors and officers; (b) any entity in which any of
23 the Defendants has a controlling interest; (c) any successor or assign of
24 any of the Defendants; (d) any person who has validly requested
25 exclusion from the Settlement Class, as listed in Exhibit A to this Order;
26 and (e) the Judge to whom the Actions are assigned.
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1 **1. The Settlement Class Satisfies the Requirements of Rule 23(a).**

2 The Settlement Class satisfies the four threshold requirements of Rule 23(a) -
3 numerosity, commonality, typicality, and adequacy of representation. *See* Fed. R.
4 Civ. P. 23; *Amchem Prods., Inc. v. Windsor*, 521 U.S. 591, 625 (1997); *Hanlon v.*
5 *Chrysler Corp.*, 150 F.3d 1011, 1020 (9th Cir. 1998).

6 *Numerosity.* The Settlement Class is composed of millions of purchasers of
7 Bluetooth headsets residing throughout all fifty states. Numerosity is “clearly
8 satisfied” where there is a “nationwide class with millions of class members residing
9 in fifty states” *Hanlon*, 150 F.3d at 1019. The numerosity requirement is met
10 here.

11 *Commonality.* A class has sufficient commonality if “there are questions of law
12 or fact common to the class.” Fed. R. Civ. P. 23(a)(2). Defendants’ alleged conduct -
13 failing to warn of a purported risk of NIHL - is relevant to each Class Member’s
14 claims. Therefore, commonality is satisfied. *See Hanlon*, 150 F.3d at 1019.

15 *Typicality.* A representative plaintiff’s claims are typical if they “are reasonably
16 co-extensive with those of absent class members; they need not be substantially
17 identical.” *Id.* at 1020. In this case, Plaintiffs and the Settlement Class allege they
18 have suffered the same type of “harm,” growing out of Defendants’ failure to warn
19 about a purported risk of hearing loss. Because the settlement excludes personal
20 injury claims (Agreement ¶ 3.10), claims among the members of the Settlement Class
21 are typical. *Hanlon*, 150 F.3d at 1020.

22 *Adequacy of Representation.* The adequacy requirement has two prongs:
23 “1) that the representative party’s attorney be qualified, experienced and generally
24 able to conduct the litigation; and 2) that the suit not be collusive and plaintiff’s
25 interests not be antagonistic to those of the remainder of the class.” *In re United*
26 *Energy Corp. Solar Power Modules Tax Shelter Invs. Sec. Litig.*, 122 F.R.D. 251, 257
27 (C.D. Cal. 1988). Both elements are satisfied here. First, Plaintiffs retained counsel
28 who are qualified and experienced to litigate this action. The law firms representing

1 the Settlement Class have represented plaintiffs in dozens of class actions. Second,
2 there is no evidence that Plaintiffs have interests that are antagonistic to those of other
3 Class Members, or that Plaintiffs will fail to protect the interests of the Class.
4 Moreover, there is no evidence that this case (or the settlement) was collusive.

5 **2. The Settlement Class Satisfies the Requirements of Rule 23(b)(3).**

6 The requirements of Rule 23(b)(3) are satisfied where (1) common issues of law
7 or fact “predominate over any questions affecting only individual members” and (2)
8 class resolution is “superior to other available methods fairly and efficiently
9 adjudicating the controversy.” Fed. R. Civ. P. 23(b)(3).

10 Defendants’ alleged conduct and the science issues related to the purported risk
11 of NIHL are a significant aspect of the case and can be resolved for all members of the
12 class in a single adjudication. This common nucleus of facts and the potential legal
13 remedies predominate over any questions related to individual members of the Class
14 and support Class certification here. *Amchem*, 521 U.S. at 625 (finding
15 “[p]redominance is a test readily met in certain cases alleging consumer or securities
16 fraud or violations of the antitrust laws”).

17 Moreover, a class action is superior here because employing the class device
18 will conserve the resources of the judicial system, preserve public confidence in the
19 integrity of the system by avoiding the waste and delay of repetitive proceedings, and
20 prevent the inconsistent adjudications of similar issues and claims. *Hanlon*, 150 F.3d
21 at 1023.

22 Assessment of the non-exclusive factors listed in Rule 23(b)(3), which
23 potentially apply to both the predominance and superiority inquiries, yields the same
24 result. Because a nationwide Class is being certified for the purposes of settlement
25 only, manageability is not an issue. *Amchem*, 521 U.S. at 620 (“Confronted with a
26 request for settlement-only class certification, a district court need not inquire whether
27 the case, if tried, would present intractable management problems . . . for the proposal
28 is that there be no trial.” (citation omitted)).

1 Thus, the Court certifies a settlement Class pursuant to Rule 23(b)(3). A list of
2 the Class Members who properly and timely excluded themselves from the Class is
3 attached to this Order Granting Final Approval as Exhibit A.

4 **B. THE NOTICE TO THE CLASS WAS THE BEST NOTICE PRACTICABLE.**

5 The Court provided for a comprehensive, multi-faceted notice to the Class in its
6 Notice Order. (Notice Order ¶ 8.) Kinsella Media, LLC, a nationally renowned notice
7 expert that has developed and directed some of the largest and most complex national
8 notification programs in the country, developed and implemented the notice program
9 approved by the Court. There have been no objections to the content or the form of
10 the notice program.

11 Notice of the settlement was disseminated via first class mail to the last known
12 address of all potential Class Members who could be identified with reasonable effort.
13 A total of 246,236 notices were mailed to potential Class Members. (Dkt. No 154,
14 Kinsella Decl. ¶ 10; Dkt. No. 153, Fenwick Decl. ¶¶ 4-7.) The Summary Notice
15 approved by the Court was published in several national publications, including
16 *People*, *Newsweek*, *Sports Illustrated*, *National Geographic*, *Parade*, and *USA*
17 *Weekend*. (Kinsella Decl. ¶¶ 19-20.) The notices informed potential Class Members
18 of the litigation and the terms of the proposed settlement. The notices also advised
19 Class Members that they could remain a member of the Class, opt out of the Class, or
20 object to the proposed settlement. Moreover, the notice program included
21 maintenance of an Internet website (www.bluetoothheadsetlitigation.com), which
22 provided downloadable copies of the Class Notice and Settlement Agreement.
23 (Fenwick Decl. ¶ 3(c).)

24 According to Katherine Kinsella, the president of Kinsella Media, the notice
25 program reached more than 80% of the potential Class Members an average of more
26 than 2.5 times each. (Kinsella Decl. ¶ 24.) Kinsella testified via affidavit that the
27 notice program was “the best notice practicable under the circumstances and . . . fully
28 compliant with Rule 23 of the Federal Rules of Civil Procedure.” (*Id.* ¶ 26.) The

1 Court agrees. *See Zimmer Paper Prods., Inc. v. Berger & Montague, P.C.*, 758 F.2d
2 86, 90 (3d Cir. 1985) (“It is well settled that in the usual situation first-class mail and
3 publication in the press fully satisfy the notice requirements of both Fed. R. Civ. P. 23
4 and the due process clause.”); *Manual for Complex Litigation* § 21.311 (4th Ed.)
5 (“Determination of whether a given notification is reasonable under the circumstances
6 of the case is discretionary.”). The notice adequately described the terms of the
7 settlement in sufficient detail to alert those with adverse viewpoints to investigate and
8 to come forward and be heard. The notice also provided absent Class Members with
9 the opportunity to opt out and individually pursue any state law remedies that they so
10 choose.

11 B. The Court also finds that Defendants provided sufficient notice to the
12 appropriate state official of each state in which a Class Member resides and the
13 appropriate federal official, pursuant to 28 U.S.C. § 1715(b). (Dkt. No. 156, Lombard
14 Decl. ¶¶ 3-4.) The Court has received no notice of any objections by any such
15 officials.

1 **C. THE TERMS OF THE SETTLEMENT ARE FAIR, REASONABLE, AND ADEQUATE.**

2 The Court has weighed the factors set forth in *Churchill Village, L.L.C. v.*
3 *General Electric*, 361 F.3d 566, 575 (9th Cir. 2004), and determined that the
4 settlement should be approved as fair, reasonable, and adequate. Fed. R. Civ. P. 23(e).

5 The *Churchill* factors include: “(1) the strength of the plaintiffs’ case; (2) the risk,
6 expense, complexity, and likely duration of further litigation; (3) the risk of
7 maintaining class action status throughout the trial; (4) the amount offered in
8 settlement; (5) the extent of discovery completed and the stage of the proceedings;
9 (6) the experience and views of counsel; (7) the presence of a governmental
10 participant; and (8) the reaction of the class members to the proposed settlement.”²

11 *Churchill*, 361 F.3d at 575. The relative degree of importance of each of these factors
12 varies according to the circumstances of each case and is dictated by the nature of the
13 claim and the type of relief sought. *See Hanlon*, 150 F.3d at 1026; *Officers for Justice*
14 *v. Civil Serv. Comm’n of City & County of San Francisco*, 688 F.2d 615, 625 (9th Cir. ...
15 1982).

16 **1. The Strength of Plaintiffs’ Case.**

17 The majority of the objectors suggest the claims pursued in this litigation are
18 frivolous and meritless and that the Court should dismiss the case instead of approving
19 the settlement. The Court rejects that suggestion - the type of frivolousness that
20 would justify dismissing a case outright or imposing sanctions is quite rare, and this is
21 not such a case.

22 The objectors may be correct that the suit ultimately would not be successful.
23 For example, before the settlement was reached, the Parties completed briefing on
24 Defendants’ Motion to Dismiss. Defendants argued that Plaintiffs: (1) lack Article III
25 standing because their damages claim is based on nothing more than a hypothetical
26 economic injury, (2) fail to allege a cognizable “injury” or “damages” under

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28 ² Because the settlement evaluation factors are non-exclusive, discussion of those
factors not relevant to this case has been omitted. *Churchill*, 361 F.3d at 576 n.7.

1 applicable state law, (3) fail to allege any affirmative misstatement of fact, and
2 (4) base their theory of recovery on NIOSH recommended “standards” that actually
3 undermine their claims. (Dkt. No. 34, Defendants’ Motion to Dismiss.) While the
4 settlement relieves the Court of having to rule on the Motion, it is clear that, although
5 at least some of the claims would have survived the Motion, Defendants have
6 significant defenses and that Plaintiffs face the risk of obtaining nothing if they
7 continue to pursue this litigation. It is clear to the Court that the parties and the
8 mediator, the Honorable Steven J. Stone, Presiding Justice, California District Court
9 of Appeal (Ret.), carefully considered this risk and weighed it against the benefits of
10 the settlement. This factor supports approval of the settlement. *Gribble v. Cool*
11 *Transps. Inc.*, No. CV 06-04863 GAF (SHx), 2008 WL 5281665, at *9 (C.D. Cal.
12 Dec. 15, 2008) (noting “it is important to remember that the [settlement agreement] is
13 a better option than not receiving any compensation, which is a reasonable possibility
14 given the questions surrounding Plaintiff’s claims and class certification”).

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1 **2. The Risk, Expense, Complexity, and Likely Duration of Further**
2 **Litigation.**

3 Defendants are confident that they have a strong case on the merits and will
4 vigorously challenge Plaintiffs’ claims. Thus, even if the Court were to decide the
5 Motion to Dismiss in favor of Plaintiffs, there is no question that there would be
6 contested Class certification briefing, likely cross-motions for summary judgment, and
7 challenges to expert testimony under *Daubert*. If the case goes to trial, there is no
8 dispute that it would be a long, contested trial with likely appeals by the losing party
9 or parties. In short, if the settlement were not approved, further litigation before this
10 Court would be time-consuming, complex, and expensive.

11 Several objectors raised economic concerns that the settlement will cost
12 Defendants money, which will end up costing consumers more because it may cause
13 Defendants to raise the price of their headsets. Such arguments are better addressed to
14 the legislature than to the courts. Moreover, disapproving the settlement would cost
15 Defendants even more money because Defendants would incur additional attorneys’
16 fees and costs to defend the litigation, even if Defendants were ultimately successful.

17 In light of the risks and strengths of Plaintiffs’ claims and the expense,
18 complexity, and likely duration of future litigation, final approval of the settlement is
19 warranted here. *Bullock v. Adm’r of Estate of Kircher*, 84 F.R.D. 1, 10 (D.N.J. 1979)
20 (“The expense and risk of litigation often weigh heavily in favor of settlement.”).
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1 **3. The Risk of Maintaining Class Action Status Throughout the Trial.**

2 In reaching the settlement, the Parties agreed that Defendants’ right to oppose a
3 motion for Class certification would be preserved if the settlement were not approved.
4 (Agreement ¶ 5.12.) Because the settlement was reached before the Parties briefed the
5 issue of Class certification, the Court is unable to make any definitive analysis of the
6 likelihood that a Class would be certified and remain certified through trial.

7 **4. The Amount Offered in Settlement.**

8 The settlement requires Defendants to add (or modify) warnings concerning
9 NIHL. The warnings were posted on each Defendant’s website when the Court
10 preliminarily approved the settlement in the Notice Order. (*See* Agreement ¶ 3.1(a).)
11 Notice of these warnings was sent to all Class Members who could be identified with
12 reasonable effort. (Fenwick Decl., Ex. A, at 4.) Moreover, warnings will be added to
13 Defendants’ product manuals. (Agreement ¶ 3.1(b).)

14 The settlement also requires \$100,000 in donations to nonprofit organizations
15 whose mission involves the prevention of NIHL, which will provide some indirect
16 benefit to the Class. Specifically, Defendants will fund the following organizations in
17 the specified amounts: The University of Tennessee College of Medicine, Center for
18 Independent Living Research (“CILR”), \$31,666.67; the National Hearing
19 Conservation Association (“NHCA”), \$31,666.67; the American Speech and Hearing
20 Association (“ASHA”), \$31,666.66; and the Greater Los Angeles Agency on Deafness
21 (“GLAD”), \$5,000. (*Id.* ¶ 3.2.)

22 The Brennan objectors suggest that a settlement with a *cy pres* component is not
23 permissible. That is not the law in the Ninth Circuit, as conceded by the Brennan
24 objectors. *Six (6) Mexican Workers v. Arizona Citrus Growers*, 904 F.2d 1301 (9th
25 Cir. 1990); (Dkt. No. 107, Brennan *et al.* Objection, at 9 (noting that *Six (6) Mexican*
26 *Workers* “approves of the use of *cy pres*”). The Court finds that a *cy pres* is
27 appropriate in this case. There is no purpose in requiring a payment to the Class that
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1 could not possibly be more than pennies. *See, e.g., Koppell v. Keds Corp.*, No. 93
2 CIV. 6708 (CSH), 1994 WL 97201, at *3 (S.D.N.Y. Mar. 21, 1994) (finding “the *cy*
3 *pres* resolution adopted by the settlement agreements is reasonable and adequate”
4 where, given the size of the class and the small size of any individual recovery, the
5 cost of identifying and administering any claims process would consume the entire
6 settlement).

7 Objectors have also suggested that it would be unfair for awards to the Class
8 representatives and fees to Class counsel to overshadow the relief received by the
9 Class. (*See, e.g.,* Dkt. No. 107, Brennan *et al.* Objection, *citing Molski v. Gleich*, 318
10 F.3d 937 (9th Cir. 2003); *Murray v. GMAC Mortgage Corp.*, 434 F.3d 948 (7th Cir.
11 2006); and *Crawford v. Equifax Payment Servs., Inc.*, 201 F.3d 877 (7th Cir. 2000).).
12 Concerns about the fairness of Class Counsel’s fees and incentive awards to the Class
13 representatives are minimal in the Court’s analysis of the reasonableness of the
14 settlement because the settlement is not conditioned on any minimum awards to
15 Counsel or the Class representatives. (Agreement ¶ 3.8 (“The Parties expressly agree
16 that the terms of this Agreement are not conditioned upon any minimum attorneys’ fee
17 award, minimum costs award, or upon the payment of any incentive award to any
18 Plaintiff.”).) Instead, the Court is vested with full discretion concerning what amounts
19 should be awarded, if any. (*See id.*) Because the awards are severable from the rest of
20 the settlement (and will be addressed in a separate order), the cases cited by the
21 objectors are distinguishable.

22 The Court is mindful that a proposed settlement shall not “be judged against a
23 hypothetical or speculative measure of what might have been achieved by the
24 negotiators.” *Officers for Justice*, 688 F.2d at 625. The Court must consider the
25 settlement terms “as is” and cannot rewrite terms or conditions drafted by the Parties.
26 *Id.* at 630 (the Court is not “empowered to rewrite the settlement agreed upon by the
27 parties” and “may not delete, modify, or substitute certain provisions”); *Hanlon*, 150
28 F.3d at 1026 (“The settlement must stand or fall in its entirety.”).

1 The settlement provides more than Plaintiffs might have achieved at trial, and it
2 does not do the Class any harm, as claims for personal injury are specifically
3 excluded. *See Churchill*, 361 F.3d at 576. When weighed against the risk that the
4 Class will get nothing if the litigation moves forward, the consideration offered to the
5 Class is adequate. Accordingly, this factor supports approval of the settlement.

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1 **5. The Extent of Discovery Completed and the Stage of the Proceedings.**

2 The Parties voluntarily exchanged significant discovery prior to the execution
3 of the Agreement. Plaintiffs worked with experts to evaluate their claims and the
4 Parties each presented their interpretation of the scientific factors related to Plaintiffs’
5 claims to a mediator. *See In re Mego Fin. Corp. Sec. Litig.*, 213 F.3d 454, 459 (9th
6 Cir. 2000) (weighing “significant investigation” of claims in favor of settlement). In
7 light of the significant investigation of Plaintiffs’ claims and the substantial exchange
8 of information by the Parties, the Court finds that the Parties had enough information
9 to make an informed decision about the settlement. This factor also weighs in favor of
10 approval.

11 **6. The Experience and Views of Counsel.**

12 The Court has reviewed and considered the memoranda presented by the Parties
13 and the objectors as well as the views of those who spoke at the Fairness Hearing. It
14 is clear that the settlement was negotiated over an extended period of time by
15 experienced counsel on both sides, each with a comprehensive understanding of the
16 strengths and weaknesses of each Party’s respective claims and defenses. The
17 settlement was the eventual product of a mediation conducted by the Honorable
18 Steven J. Stone, Presiding Justice, California District Court of Appeal (Ret.), who
19 approved of the settlement. The experience and views of counsel, and the mediator,
20 support approval of the settlement here. *Churchill*, 361 F.3d at 577; *Behrens v.*
21 *Wometco Enters., Inc.*, 118 F.R.D. 534, 538-39 (S.D. Fla. 1988), *aff’d*, 899 F.2d 21
22 (11th Cir. 1990).

23 **7. The Reaction of Class Members to the Proposed Settlement.**

24 A low percentage of objectors in comparison to the overall Class size may
25 weigh heavily in favor of approval of settlement in certain cases. *See Boyd v. Bechtel*
26 *Corp.*, 485 F. Supp. 610, 624 (N.D. Cal. 1979) (“[T]he Court finds persuasive the fact
27 that eighty-four percent of the class has filed no opposition.”).
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1 Although the exact number of Class Members is unknown in the instant action,
2 the Settlement Class is composed of millions of purchasers of Bluetooth headsets
3 across the United States since 2002. Of these, 715 people have validly elected to opt
4 out of the lawsuit, and 50 have filed written objections with the Court and/or
5 settlement administrator. (*See* Fenwick Decl. ¶¶ 12-13.)

6 The Court does not agree with the Parties' contention that the relatively small
7 number of objections and requests for exclusion, as compared with the large size of
8 the Class, suggests that the overwhelming majority of the Class considers this
9 settlement to be a favorable development. It is more likely that opting out simply was
10 not worth even the minimal amount of effort it would have taken to do so. However,
11 the Court notes that none of the 50 objections raises any concerns that the Class is
12 giving up a valuable right for which Class Members are not getting enough in return.
13 Instead, the overwhelming majority of objectors suggests that the case is simply
14 meritless and the case should be dismissed (in which case the Class would get nothing
15 at all) which, as described above, supports approval of the settlement here.

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1 **8. Absence of Collusion.**

2 The Court may consider the absence of collusion in the settlement process.
3 *Churchill*, 361 F.3d at 575. The objectors have provided no evidence of collusion and
4 the Court finds none. In fact, the record demonstrates in several ways that the
5 settlement was the product of arm’s-length negotiations without any indication of
6 collusion. First, Justice Stone was involved throughout settlement negotiations, and
7 ultimately approved of the settlement. Second, the Parties negotiated the core terms
8 of the settlement first and only after reaching agreement on those core terms did the
9 Parties negotiate attorneys’ fees. Third, the settlement is not in any way dependent on
10 any minimum compensation to Class counsel or the Class representatives. (*See*
11 Agreement ¶ 3.6.)

12 After weighing the *Churchill* factors, the Court approves the settlement of these
13 Actions on the terms and conditions set forth in the Settlement Agreement as being
14 fair, reasonable, adequate, and in the best interests of the Class as a whole. The Court
15 further finds that the Settlement was entered in good faith, and meets all requirements
16 of Rule 23 of the Federal Rules of Civil Procedure and any other applicable law.

17 **D. OBJECTIONS TO THE SETTLEMENT.**

18 D. The Court has reviewed the objections filed with or otherwise presented
19 to the Court, regardless of whether they satisfied the rules concerning objections set
20 forth in the Court’s Notice Order. (Notice Order ¶ 12.) The objections pertinent to
21 the Court’s analysis have been addressed above.

22 **E. CONCLUSION.**

23 E. For all of the foregoing reasons, and for the reasons stated at the July 6,
24 2009 Fairness Hearing, the Court concludes certification of a Settlement Class
25 pursuant to Rule 23(b)(3) is appropriate, the best notice practicable has been given to
26 the Class, and the settlement should be approved as being fair, reasonable, and
27 adequate.

28 E. NOW, THEREFORE, IT IS ORDERED:

1 6. The Class is certified for settlement purposes only pursuant to Federal
2 Rule of Civil Procedure 23(b)(3).

3 7. The settlement is approved as being fair, adequate, and reasonable.

4 8. The best notice practicable having been provided to Class Members and
5 full opportunity having been offered to them to withdraw, all Class Members who did
6 not timely elect to be excluded from the Class are bound by this Order Granting Final
7 Approval.

8 9. The requirements and provisions of 28 U.S.C. § 1715 having been
9 satisfied, Class Members may not refuse to comply with or to be bound by the
10 Settlement Agreement pursuant to 28 U.S.C. § 1715(e).

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1 10. On the Effective Date,³ the Representative Plaintiffs and all Class
2 Members are conclusively deemed to have released, waived, and discharged
3 Defendants and the Released Parties as described in the Release set forth in
4 paragraphs 3.9-3.10 of the Settlement Agreement. The Settlement Agreement,
5 including the Release contained in paragraphs 3.9-3.10, is fully binding on the
6 Representative Plaintiffs and all Class Members.

7 11. On the Effective Date, the Representative Plaintiffs shall have, and each
8 Class Member and the Class shall be deemed to have, covenanted and agreed that he
9 or she shall not, at any time, institute, cause to be instituted, assist in instituting or
10 permit to be instituted on his or her behalf any proceeding in any state or federal court,
11 in or before any administrative agency, or any other proceeding or otherwise allege or
12 assert any of the Settled Claims against Defendants or the Released Parties,
13 individually or collectively.

14 12. The Actions, as defined in the Settlement Agreement, are dismissed with
15 prejudice. Following entry of this Order Granting Final Approval and the entry of a
16 judgment and completion of all obligations and undertakings set forth in this Order,
17 no default by any Party shall affect the final dismissal of the Actions with prejudice,
18 the discharge of any of the Defendants, any Released Persons, Class Counsel,
19 Representative Plaintiffs, or Class Members, either individually or collectively, or the
20 releases and covenants provided in connection with the Agreement and set forth in
21 paragraphs 3.9-3.11.

22 13. Defendants have taken or shall take the following steps:
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24 ³ The Settlement Agreement defines “Effective Date” as “the date when each and all
25 of the following conditions have occurred: (a) This Agreement has been fully
26 executed by all the Parties and their counsel; (b) Orders have been entered by the
27 Court certifying the Settlement Classes, granting preliminary approval of this
28 Agreement, and approving the Notice Plan; (c) The Court-approved Notice Plan has
been duly promulgated as ordered by the Court; (d) The Court has entered an order
approving this Agreement and finally dismissing the Released Claims with prejudice;
and (e) That order and judgment becomes Final.” (Agreement ¶ 1.9.)

- a. post acoustic safety information, in substantially the form as attached in Exhibit C to the Settlement Agreement, on their respective websites within ten business days following the Court’s approval of the Notice Order, and identify these websites in the Class Notice; and
- b. provide the additional acoustic safety information set forth in Exhibit D to the Settlement Agreement in product manuals and/or packaging for new Bluetooth headsets shipped 90 days after the Effective Date.

6. Within 30 days after the Effective Date, Defendants shall pay a total of \$100,000 to fund the following organizations, in the specified amounts: The University of Tennessee College of Medicine, Center for Independent Living Research (“CILR”), \$31,666.67; the National Hearing Conservation Association (“NHCA”), \$31,666.67; the American Speech and Hearing Association (“ASHA”), \$31,666.66; and the Greater Los Angeles Agency on Deafness (“GLAD”), \$5,000.

7. Class Members who failed to timely and properly object to the Settlement Agreement shall be foreclosed from seeking review of the Settlement, by appeal or otherwise.

8. Except as otherwise ordered by the Court, each Party and objector shall bear its, his, or her own litigation expenses.

9. The Settlement Agreement shall not be construed as or be deemed an admission or even a suggestion of the truth of any allegation, the validity of any claim asserted in the Actions, or as evidence of any violation of any state or federal law or of any wrongdoing by Defendants.

10. If the Settlement does not become Final⁴ for any reason, the Parties shall be restored to their respective positions in the litigation and shall proceed in all

⁴ The Settlement Agreement defines “Final” as follows: “(a) the judgment is a final, appealable judgment order; and (b) either (i) no appeal has been taken from the judgment as of the date on which all times to appeal there from have expired, or (ii) an appeal or other review proceeding of the judgment having been commenced, such appeal or other review is finally concluded and no longer is subject to review by any court, whether by appeal, petitions for rehearing or reargument, petitions for rehearing en banc, petitions for writ of certiorari, or otherwise, and such appeal or other review has been finally resolved in such manner that affirms the Order Granting Final Approval in all material respects.” (Agreement ¶ 1.10.)

1 respects as if there were no Class certification for settlement purposes and as if the
2 Settlement Agreement had not been executed.

3 11. Without affecting the finality of this Order Granting Final Approval and
4 the judgment to be entered, the Court will retain continuing and exclusive jurisdiction
5 over the Parties and all Class Members for purposes of implementing and enforcing
6 this Agreement and the Settlement.

7 12.

8
9 DATED: 9/8, 2009

By: _____

10 DALE S. FISCHER 

11 United States District Judge
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21
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23
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26
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28

EXHIBIT A

Exclusions Requests

	Name
1	Robert Michael Condran
2	Pamela Curlee
3	Lee J Herskowitz, Yvonne R herskowitz
4	Kenneth Reid
5	Dr Kenneth Fitzgerald White I
6	Simon K Laufer
7	Susan Laufer
8	Sam Tuli
9	Carl Leonard Ross Sr
10	Dorothy Kinuye Ross
11	Alisa G Joyner
12	Joseph Jojo J Reyes
13	Phyllis D Bravinder
14	Michael A Mulheim
15	Wendy K Haerens
16	Steven C Waechter
17	Cristder D Bush
18	Eric Morrie
19	Douglas MacPherson
20	Timothy A Divers
21	Karen Elisabeth Magro
22	James C Cawood III
23	Sara Truszkowski
24	Ryan R Bradshaw
25	Richard J Chester Jr
26	Tahvia J Adams
27	Jon Wright
28	Donna L Longhouse
29	Joshua R Silber
30	Henry L Welch
31	James DeBiase
32	Bobbie L Peterson
33	Pat Osborn
34	James A Byrd
35	Gordon Hebert
36	Vera Hebert
37	Alan Hebert
38	Adam Hebert
39	Mitchell Dru Green
40	Albert Alexander Alvarez
41	Thomas Russell Borders
42	Vance Faber
43	Ray Tartaglione
44	Albert Alexander Alvarez
45	Maher Benham
46	Teresa Y Sanchez
47	Paul DuPree
48	Pedro Linares
49	Joseph Schunk
50	Louis J Franco, Jr
51	Lawrence G Goldberg
52	Sean Patrick Rodgerson
53	William Curtis
54	Jerry Trincher Watkins
55	Joseph A Barney
56	David E Wainscott
57	Carroll F Lam

Exclusions Requests

58 Adam Roy Nicholson
59 Timothy J Sargeant
60 Floyd Leshen
61 Danny Michael
62 Jonathan Lieber
63 Anita Whelan
64 Jeff Willes
65 Brian Almleaf
66 Mitchell S Askenas
67 Christopher David Cochran
68 Kriss Trunkett
69 J Bruce Sussman
70 Jeffrey Key
71 Steven Goldstein
72 Otis Thomas
73 Vincent Gerbasto
74 Albert Pihlquist
75 Charles A East
76 John E Milford
77 Theron F Bambeck
78 John E Milford
79 Julie Minor
80 Larry Dresen
81 Yakor Klein
82 James Jefferies
83 Patrick Yerby
84 Marc B Goldberg
85 Bennett D Krasner
86 Michael Joseph Vettrano
87 Daniel Wotman
88 Timothy A Dean
89 Dominick Sacco
90 Gerald L Gitner
91 Kevin Johnson
92 Rosemary Napolitan
93 Sean Welch
94 Bill Michels
95 Vernon R Becker
96 Michael G Miller
97 Tien Nguyen
98 Chris Hillman
99 Kimberly Ann Vettrano
100 Lyle Douglas Sanders
101 Heather Lynn Johnson
102 Ann Elaine Sanders
103 Andre Outlaw
104 Edmund Ortez Jr
105 Michael Stelzner
106 Broadus Embler II
107 Alan Nathanson
108 Jacqueline M Gonzales
109 Dustin Bowlin
110 William Gaida
111 Jay Bressler
112 Steele Hunter
113 John Santone
114 Catherine Than
115 M J Jackson

Exclusions Requests

116 Terry A Smith
117 Lisa A Lewis
118 Monte Davis
119 Kay Zafar
120 David C Eisenberg
121 Cathy E Wagner
122 James A Browne
123 Frank de Vries
124 Adam Paige
125 Sally Ann Scotto
126 Ronnie Tysinger
127 Akiko Wakabayashi
128 Billie Jo Virgin
129 Tim Custis
130 Eric R Garneau
131 Lydia Mendez
132 Richard R Neel II
133 Lawrence Morrale
134 Marc D Jonas
135 Sandy Hubeli
136 Jack M Platt
137 TJ Tomas
138 Dawn Recchia
139 Shahin Tchranchi
140 Stacy Jackson
141 Tom Friedman
142 Moshe Edeltch
143 Houri Hagopian
144 Terry Jordan
145 Cynthia L Venendaal
146 Eric Robinson Lardiere
147 Jerry Kenger
148 Debra Patterson
149 Joseph Tedor
150 Charles Kevin Patterson
151 Rhonda Turner
152 David Williams
153 Ron De Leon
154 Joe Lieber
155 Maliquen O Price
156 Daryl J Miller
157 Roy Gil
158 Marie E Luten
159 Terry S Gilmore
160 Teri S Hinman
161 Jason M Thomas
162 Timothy Paul Barkema
163 Randy J Fyock
164 Cary D Beard
165 David Burnett
166 Lynda Dentry
167 Gino Avaron
168 David R Bender
169 R Matthews Miles Jr
170 Michael Francis Gulizia
171 Svetlana Borisovna Laurel
172 Daujuana Paramore
173 Joyce Lynn Self

Exclusions Requests

174 Michael E McMahon
175 Charles W Barrow
176 June L Barrow
177 Maliquen O Price
178 Dorothy A Smith
179 Todd Swink
180 Alisa Swink
181 Ronnie Swink
182 Janece Swink
183 Amber Lea Midkiff
184 George Malfatti
185 Richard L Campbell
186 Ben Sarsozo
187 Shane Takeshita
188 Stew Danko
189 Jack Brian Risher
190 Bebe Michels
191 Judy Burtson
192 Jeffrey Gilchrist
193 Adriana M Rojas
194 Mike McFarland
195 Robin F Schultz
196 Jesse Harrell
197 Jesse Harrell
198 Paul Smith
199 Ahmet Smakovic
200 Phillip R Speake
201 Douglas M Sharapan
202 Suryanarayanan Ganesan
203 Ivan Rojas
204 Edgardo Marquez
205 Craig Patterson
206 Mark J Haumschild
207 Howard L Simon
208 Jeff Smith
209 John H Milander
210 Susan Drake
211 Thomas J McGee
212 Justin W Smith
213 Wayne Given
214 James I Montag
215 Christopher E Platten
216 Mark A Goldsborough
217 Robin J Schwartz
218 Garrett N Nelson
219 David J Kolkman
220 Louis M Cohen
221 Kent Martin
222 Andrea Cooper-Martin
223 Roberto Ornelas
224 Stephen Arouis
225 Brady M Newby
226 Donald R Jones
227 Edward J Starace
228 Kevin Allen
229 Stephen B Collins
230 Peter Rosas
231 Chad Soriano

Exclusions Requests

232 John M Whelan
233 Teresa Huetcalf
234 Denise E Whiting-Pack
235 Roger Kreioer
236 Steven Wiebler
237 Mark White
238 Gregory Terrance Hitter
239 Mario Pereira
240 Andre Bivins
241 Lisa Gould
242 Richard Carlson
243 Jack R Sturgill Jr
244 Igor Gutkevich
245 Jeffrey G Hoss
246 Manfred Schmidt
247 Robert Pickey
248 Jeffrey T Steiner
249 Crystal D Steiner
250 Keesha E Montgomery
251 Harvey R Palmer Jr
252 John Abee
253 Erin K Marcks
254 Sue Retherford
255 Mieshia Bearmon
256 Robert D Hess
257 Denton Curtis Page
258 Dean Zalman
259 Byron W Riegel
260 Paula J Grant
261 Ralph B Gilbert
262 Barbara A Gilbert
263 David E Leta
264 Barbara Pollack
265 Reginald Eugene Beckham
266 Donald N Sperling
267 Sherry L Connor
268 Karen Clayton
269 Mary Angela Branch
270 Stephen J Cherin
271 Howard I Miller
272 Irene E Williams
273 Charles Jankech
274 Tien Nguyen
275 Stephanie Nguyen
276 Richard Heim
277 Raymond J McKenzie
278 Jennifer Smith
279 Joseph P D'Alicandro Jr
280 Frances Hodgkins
281 Howard A Bloch
282 David W Smith
283 Yakor Klein
284 David Stevens
285 Craig H Schoch
286 Gary Hafer
287 Krista Driscoll
288 Gregory P Boyd
289 Jason Michael Coffey

Exclusions Requests

290 Joel Barry Zamrin
291 Roger Hudlow
292 Oluwafemi Badeji
293 Stephen D Israel
294 Carol B Isreal
295 Nicholas A Sralla
296 Brian T Nakamoto
297 Lisa Marie Kapczynski
298 Robert Anthony Kapczynski
299 Roy Bechtel
300 David Tomlin
301 Barry Brod
302 E Mark Baran
303 Helane B Leta
304 Diangelo D Cathey
305 Gloria Pickett
306 Robin Jensen
307 Michael Armstrong
308 Christopher M Fuertsch
309 Stephen B Bera
310 Robert Mariotti
311 Mary Grace Acenas
312 Deborah L Heiman
313 Randy Jones
314 Nora Jean Bobb
315 Jerry Brooks
316 Ben LoPresti
317 John Tobia
318 Craig Wania
319 Reuben L Sapp
320 Darci A Blakley
321 Sharon Bynom
322 Valarie Small
323 Glenn Hillord
324 Gaetan Moise
325 Michael L Bell
326 Joey Fernandez
327 Daniel R McMann
328 Pellegrino Chlocchi
329 Charles Coyle
330 Sugianto Ruslie
331 Joseph S Friedman
332 Joleen Damian
333 Ricardo Mena
334 Elon Emanuel
335 Judith Meltzer
336 Mel Fonseca
337 Linda Lewis Wright
338 Ellen Berendes Adler
339 Charles Andrew Davil
340 Samira Telles Bordin
341 Dale Randoi
342 James T Buechler
343 Michael Rosenberg
344 Sheli Breen
345 Anthony Konstantinidis
346 Kishore K Durbhakula
347 Shirley J Williamson

Exclusions Requests

348 Terry Konich
349 Bridget Wesley
350 Sandra Clark
351 Cathy Reichardt
352 Theodore R Foster III
353 Pamela D Foster
354 Lars Erik Meijer
355 Toni Denise Brown
356 Steve Baudoin
357 Peggy San Agustin
358 Mary Becker
359 Ronald F Cunha
360 Ruth P Cunha
361 Ruth J Shillair
362 Thomas Lee Shillair
363 Christopher James Bowman
364 Beth Ann Ruggiero
365 Noel H Calderon
366 Angel Almendares
367 Denise M Mitchell
368 Claudio Traslavina
369 Steven Virgin
370 Cindy Harvey
371 Craig Harris
372 Lawton T Brown
373 Christine Cedrone Logan Esq
374 Joshua T Shillair
375 Mike McDonnell
376 John P Durbin
377 Camilla Durbin
378 Jeremiah Robinson
379 Mary Wohler DeLarber
380 John C Holland
381 David L Howard
382 Johnny L Griffin III
383 Anton Habath
384 Joseph A Casali
385 Fernando E Ramirez
386 Dave Randall
387 Elton Ray
388 Holly Suszko
389 Maurice Silberstein
390 Antonio Marcos Cardoso
391 Timothy J McCulla
392 Loretta A Koenigseder
393 Rodger Keith Talbot
394 Janeen L Vlasak
395 Leah E Williams
396 Dean Trinkle
397 Douglas Johnston
398 Ronald Roland Bryant
399 Stephen G Abshire
400 Todd Hardy
401 Brent Doolan
402 Douglas Sapp
403 Doris Grillo
404 David E Smith
405 Mathew W Belcastro

Exclusions Requests

406 Barbara Williams
407 Stephen J Williams
408 Michael Kesow
409 Scott Briefer
410 Teena Cole
411 Andrew Dale Shelton
412 Aziza Lucas
413 Latrease McSwain
414 Jay V Seely
415 Joseph McSweeney
416 David Bonner
417 Harry Weaver
418 Reshaw Tyrael Butler
419 Shelby D Gooden
420 Justin Swall
421 Beth Roberts
422 Oscar Batista
423 Margaret A Jack
424 Lora Silagy
425 John E Johnson
426 Nathan Jones
427 Marie Pavone
428 Lauren Kutasi
429 Eric Kruger
430 Christopher Steel
431 Mary Arpe
432 Michael J Gelfand
433 Ed Bullinger
434 Robin E Rothera
435 John Satas
436 Andrew Ko
437 Nick RosentIn
438 Shlomo Rosenberg
439 Gary Frasier
440 Mike R Piork
441 Brad Siegel
442 Troy Davis
443 Elaine Jenison
444 Marvin S Bailey Sr
445 Edgar Merke
446 James Andrew Scheminant Sr
447 Ryan Knudson
448 Rainer Thornhill
449 William E Bacon
450 Warren Young Jr
451 Wayne T. Jones
452 Kelly Lusk
453 Julie Feigeles
454 Laura Robertsen
455 Timothy Colin Colley
456 Richard Fera
457 Melissa Pomerantz
458 Mark Chin
459 La Sonda Sue Sipe-Moreno
460 Alex R Sowinski
461 Chanta L Van Laanen
462 Maria V. Ocampo
463 David W Knoble

Exclusions Requests

464 Lorraine Novosad
465 Mary S Flack
466 Linda Duncan
467 Wendy Scholz
468 Deborah J Barrett
469 Douglas H Barrett
470 Dallas L Gambie
471 James C Brockmann
472 Diane Hoche Bockwoldt
473 Stefan McIntosh
474 Jeffrey J Savoie
475 Frank D. Cohen, DC
476 Samuel Ranzulla
477 Heather Burk
478 Mario de Caris
479 Amanda Knaus
480 Barbara Sullivan
481 Temby Ann Puck Wishnak
482 Lubin Masibay
483 Laurence E Keels
484 Frank Charles Danna
485 John Jeffrey White
486 Pamela J Failing
487 Harry C Smith
488 Wally H Tamimi
489 Anika LaTrise Watson
490 Gregory E Moore
491 Tonya Reed
492 Leslie Hinton
493 Stephanie Marie Dechant
494 Matthew Dean Logering
495 Nicholas Hagadone
496 Dennis Fitz-Patrick
497 Martin Sztulpa
498 Sam V Angoletti
499 Gienna Ruth Pearce
500 Brian Duchouquette
501 Bennett - SFS LLC / Jill Agnelly
502 Bennett Holmes Inc / Jill Agnelly
503 Bennett Services LLC / Jill Agnelly
504 Kevin Freddie Ray
505 Alan P Zukerberg
506 William S Podd
507 Karen E Yates
508 Doug Delano
509 David Peichert
510 Brian Aida
511 Jan Michael Lamie
512 Ben Flynn
513 Lance Dailey
514 Crystal Hammond-Morrow
515 Khalik Alexander
516 Rick Brunner
517 Kurt David Raatzs Esq
518 Shane L Byers
519 Patrizia Jenkins
520 Steve Maccaquano
521 Elan S Carr

Exclusions Requests

522 Peter Rubens
523 Howard Tillson
524 Eleanor Hoinowski
525 Richard Newton
526 Argelina Molina
527 Michelle Stegmann
528 James David Gumfory
529 Timothy StMartin
530 Craig Snapp
531 Gladys Shinmoto
532 Scott Christopher Leonard
533 John M Pelle
534 William Guyon
535 Anthony J Musso
536 William A McClellon Jr
537 John Thompson
538 Serena Randall
539 Earl Wood
540 Jo Anne Dorais
541 Wayne J Jennings
542 Simon G Wrzesinski
543 James O Burger
544 Ruel Williams
545 Sylvia Peralta
546 Andrew J Beel
547 Ann Marie Haas
548 Robert M Keane
549 Faretta Shine
550 Albert J Spooner III
551 Brianna Dauenhauer
552 Christopher M Hutchins
553 Terry Shusta
554 Linda Lue Ivins
555 Mary-Lou Cohen
556 Ira Sean Stokes
557 Ofure A Ogbeiwi
558 Tammy Sue Brown
559 Marlo Purple Moret
560 Peter Misiolek
561 Allan Bowling
562 Hans-Jochen Trost
563 Mark Quinn Steen
564 Nina Pan
565 Julie Brousseau
566 LaToria Denise Richardson
567 Michael G McSurley
568 Wendy Sheffield
569 Sandra Rae Lee
570 Hassan Mroue
571 Jill M Weber
572 Joseph Weber
573 Wendell Huggins
574 Kevin Christopher Stockton
575 Chris A Womble
576 Chester Flake
577 Jerome D Regan
578 David P Himes
579 Mark Weiler

Exclusions Requests

580 Efrain Toro
581 Lisa J Graham
582 Frederich Washington
583 Scott Lee
584 Stanley Berkson
585 Tasha R Stone
586 Toni Skiles
587 Brenda Smith
588 Lauri Sedalnick
589 Bradley Baldwin
590 Gavin Alan Pugh
591 Robert McKinnon
592 M Krystyn Nitkowski
593 Brandon Reynolds
594 Richard M Andrade
595 Stewart L Kline
596 William Michael Kelley
597 John S Johns
598 Lisa Love White
599 Scott H Collins
600 Pamela Chaffin
601 P Troy Sorensen
602 Anthony Oliver
603 Deborah Weiss-Calamar
604 Christine F Gundersen
605 Ketan Kotak
606 Leon Schroeder
607 Micheal Handy
608 Harold R Kaufman
609 Colette K Mosley (Sullivan)
610 V Adcock
611 Tom Messerges
612 Beata Messerges
613 Jeff Richfield
614 Linda Lemons Bardell
615 New York State of Transportation (signed by Jill LaManna - Legal Assistant)
616 Jaime Henao
617 Michael Anthony
618 Patrick S Rogan
619 Sue K Luskin
620 Sheila Clark
621 Ronnie Sissney
622 Paul D Werczberger
623 Cindye Schoof
624 Jerome Reif
625 Amber Mollenbeck
626 Adrienne P Smith
627 Roy D Richardson
628 Stephan B Frankel
629 Clarence Moore
630 Linda Louise King
631 William McDonough
632 Vivienne Ng
633 Nicole Alex
634 Amir R Tonsul
635 Marsha Lindsey
636 Stephen Deschaine
637 Michael Robert Jefferson

Exclusions Requests

638 Jeffrey S E Sculley
639 Sara McNulty
640 James Elder
641 David Alan Pooler
642 Stuart B Olson
643 Rafael Estepe
644 Christina Nehring
645 Pamela Charleston-Lyons
646 Richard Lamm
647 Linda S Ryan
648 Tammy Lynn Long
649 Geraldine Springer
650 Scott Juffe
651 John C Sorrentino
652 Zack Shaikh
653 Mike Qureshi
654 William L Harrigan
655 Kim Kellen Guarino
656 Alysia Wong
657 Nicole D'andrea
658 Steve Searcy
659 Allan Gingerich
660 Melissa Gillespie
661 Shantriana Nelson
662 Juan Jose Colina
663 Vishal R Zaveri
664 Michelle Homberg
665 Sooraj Balgobin
666 Jamison Green
667 Leslie Karlson
668 Robin Annette Komaskinski
669 Ronald B Beunett
670 Kimberly A Miller
671 Craig D Kostelac
672 Cynthia A Wilder
673 Kenneth H Dahnke
674 Sheila M Winters
675 Laren Conway Blevins
676 Lauren Baney
677 Kevin Ashton
678 John Golenbieski
679 Joseph Angelo Gallace
680 Rebeka Smith
681 Brenda Sim-Lombardo
682 David D Plekenpol
683 Arnita L Plekenpol
684 Becky Robinson
685 John Caravello Jr
686 Jamie Dearing
687 Michael Ogden
688 Mary J Phillips
689 Leon Alex Lee Jr
690 Sharita N Meeks
691 Willie Patterson
692 Humberto Reyna Jr
693 Matthew David Bright
694 Vernal Dunham
695 Ilona Easley

Exclusions Requests

696 Pamela Roberta Charleston-Lyons
697 Angela T Watson
698 Clarence Jackson
699 Theodore Sausen
700 Julie Sausen
701 Yvette Banks
702 Bertha Thompson
703 Season Dietrich
704 Heather Batzel Esq
705 Mary Kay Filter Dietrich
706 Cullen Davis
707 Luciana Ramos
708 Robert Tyler
709 Balaji Wooputur
710 Lori L Cornell
711 James Robert Pierce
712 Abby Fahl
713 Taiya Williams
714 Farida Sharyari
715 Richard Eric Allenhouse