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28 **BIMBO BAKERIES USA, INC.**

13 IN THE UNITED STATES DISTRICT COURT
14 FOR THE NORTHERN DISTRICT OF CALIFORNIA
15 OAKLAND DIVISION

17 ALEX ANG and LYNN STREIT,
18 individually and on behalf of all others
19 similarly situated,

20 Plaintiffs,

21 v.

22 BIMBO BAKERIES USA, INC.,

23 Defendant.

Case No. 3:13-CV-1196-HSG

**RENEWED JOINT MOTION FOR
PRELIMINARY APPROVAL OF PROPOSED
CLASS ACTION SETTLEMENT**

Judge: Hon. Haywood S. Gilliam, Jr.

Action Filed: March 18, 2013

To be decided without hearing per Court order

1 In accordance with the Court's April 8, 2020 docket text order ("April 8 Order", ECF No.
2 234), Plaintiffs Alex Ang and Lynne Streit (collectively, the "Plaintiffs") and Defendant Bimbo
3 Bakeries USA, Inc. ("BBUSA") (collectively, the "Parties") respectfully submit this renewed joint
4 motion for preliminary approval of proposed class action settlement (the "Settlement") of this lawsuit.
5 The April 8 Order directs: "The parties' motion should reflect any changes from their prior motion,
6 but does not need to repeat the earlier motion in its entirety." (*Id.*) Accordingly, the Parties
7 respectfully adopt and incorporate by reference herein (1) their December 13, 2019 Joint Motion for
8 Preliminary Approval (ECF No. 217), (2) their February 20, 2020 Joint Statement attaching the
9 Revised Settlement Agreement (ECF No. 222), (3) their March 3, 2020 Supplemental Joint Statement
10 (ECF No. 226), (4) their March 20, 2020 Proposed Notice Plan (ECF No. 231) and (5) their April 7,
11 2020 Joint Case Management Statement (ECF No. 233).

12 The Settlement's terms are set forth in the Revised Settlement Agreement and Release
13 (hereinafter the "Agreement") attached as Exhibit A to Parties' February 20, 2020 Joint Statement
14 (ECF No 221-1) and resubmitted herewith. (Declaration of Joshua D. Glatter ("Glatter Decl."), Ex.
15 A.) As set forth in the Parties' prior submissions, the Settlement was reached after a lengthy period
16 of litigation, culminating in the Court's decision to certify a Fed. R. Civ. P. 23(b)(2) class and deny
17 certification of a Rule 23(b)(3) class. (*See* August 31, 2018 Order Granting in Part and Denying in Part
18 Plaintiffs' Motion for Class Certification (ECF. No. 186, the "Class Certification Order").) Following
19 the Class Certification Order, the Parties engaged in mediation proceedings conducted by the Hon.
20 Philip M. Pro (Ret.), former Chief Judge for the United States District Court for the District of
21 Nevada, resulting in the original Settlement Agreement. Having now revised the original agreement
22 to address the Court's previously expressed concerns, including those detailed in the Court's March
23 31, 2020 order denying the original Preliminary Approval Motion (ECF No. 232),¹ the Parties
24 respectfully submit that preliminary approval of the Agreement is warranted. As instructed by the
25 Court, the Parties address the revisions to the original Settlement Agreement and changes from their
26 prior motion below.

27
28 ¹ The "Mar. 31 Order", reported at *Ang v. Bimbo Bakeries USA, Inc.*, 2020 U.S. Dist. LEXIS 56273, at *1 (N.D. Cal. Mar. 31, 2020).

1 **I. THE AGREEMENT INCLUDES AN APPROPRIATELY SCOPED RELEASE**

2 At the February 13, 2020 hearing on the Preliminary Approval Motion, the Court expressed a
 3 concern that, as written, the original Settlement Agreement resulted in an overly-broad release of
 4 claims not certified in the Class Certification Order. (*See* Mar. 31 Order at *5.) In response, the Parties
 5 agreed to modify the Settlement and entered into the Agreement. (*See* ECF No. 222.) As detailed in
 6 the Parties' February 20, 2020 submission, section 8 of the original Settlement Agreement and any
 7 related terms have been modified in the Agreement to release only: (1) all claims for injunctive relief
 8 against BBUSA that were certified for class treatment in the Class Certification Order; and (2)
 9 Plaintiffs' individual claims brought against BBUSA on their own behalf in their individual capacity.
 10 (*See* Glatter Decl., Ex. A at §8.) Thus, there are no differences between the claims to be released under
 11 the Agreement and those certified for class treatment. (*Id.*) There are also no differences between
 12 the Settlement class and the class certified in the Class Certification Order. (*Id.* at §1.7.)

13 **II. THE REVISED SETTLEMENT PROVIDES REASONABLE NOTICE TO THE**
 14 **CLASS**

15 **A. Relevant Legal Standards**

16 Although, for the reasons explained in the Parties' March 3, 2020 Supplemental Joint
 17 Statement, notice is not *per se* required for a Rule 23(b)(2) injunctive-relief-only settlement, the Court
 18 has discretion to require reasonable notice in connection with granting preliminary approval. *See* Fed.
 19 R. Civil P. 23(c)(2); *Walters v. Target Corp.*, 2019 U.S. Dist. LEXIS 207489, at *21 (S.D. Cal. Dec. 4,
 20 2019) ("For a Rule 23(b)(2) class, the court may direct appropriate notice"); *Kim v. Space Pencil, Inc.*,
 21 2012 U.S. Dist. LEXIS 169922, at *11 (N.D. Cal. Nov. 28, 2012) ("As the rule indicates, whether to
 22 direct notice is a decision within the court's discretion").
 23 *But see* *Diva Limousine, Ltd. v. Uber Techs., Inc.*, 392 F. Supp. 3d 1074, 1096 (N.D. Cal. 2019)
 24 ("In contrast to Rule 23(b)(3) classes, which permit class members to opt-out of an unfavorable
 25 decision and require 'the best notice that is practicable' to class members, Rule 23(b)(2) class members
 26 may not opt out and are only entitled to 'appropriate notice' directed in the court's discretion"). "[T]he
 27 mechanics of the notice process are left to the discretion of the court subject only to the broad
 28 'reasonableness' standards imposed by due process." *Walters*, 2019 U.S. Dist. LEXIS 207489, at *21

1 (citing *Grunin v. Int'l House of Pancakes*, 513 F.2d 114, 120 (8th Cir. 1975)) (internal citations omitted).

2 The Parties are also mindful of the Ninth Circuit's decision in *Campbell v. Facebook, Inc.*, 951
3 F.3d 1106, 1127 & n.15 (9th Cir. 2020), which the Court observed signals that judicial caution is
4 warranted when parties to a class action settlement are hesitant to provide notice to absent class
5 members. (*See also* March 31 Order at *10 ("If the class action settlement is 'fundamentally fair,
6 adequate and reasonable,' as required under Rule 23, the parties should have no fear or hesitation
7 about disclosing its terms to absent class members").)

8 With these principles in mind, and having engaged in a negotiation process regarding Notice
9 in accordance with the Agreement's requirements (*see* Glatter Decl., Ex. A at §6.1), the Parties
10 respectfully submit that the proposed notice meets and exceeds the modest thresholds governing
11 notice for this Rule 23(b)(2) Settlement.

12 **B. The Parties' Agreed Notice Plan**

13 As they informed the Court in their prior joint statements, the Parties have agreed to multiple
14 forms of class notice. (*See* ECF No. 231; ECF No. 233.) First, the Parties will issue a joint press
15 release that is substantively similar to the notice language set forth in Section II(B)(1) below. The
16 press release will be issued no later than thirty (30) days following the Court's order granting
17 preliminary approval of the Agreement.

18 Second, Class Counsel will post the proposed notice language on their public websites
19 (<https://www.prattattorneys.com/> and <https://www.fbrllp.com/>), along with relevant case
20 documents, including the Second Amended Complaint, the Court's Order Granting in Part and
21 Denying in Part Motion for Class Certification, the Settlement Agreement, the Joint Motion for
22 Preliminary Approval, the Order Granting Preliminary Approval, any Motion for Final Approval, any
23 Motion for Attorneys' Fees and Incentive Awards and any orders on those motions.

24 Third, BBUSA will post the same proposed notice language on BBUSA's public website,
25 together with links to the same documents that Class Counsel will make available on their websites.
26 Subject to the Court's approval, BBUSA will place the notice language in the "Media Inquiries" section
27 of its website, which is where BBUSA posts product recall information. This section of BBUSA's
28

1 website can be accessed by clicking “About Us” or “Media Center” on BBUSA’s home page
2 (<https://www.bimbobakeriesusa.com/about-us>). BBUSA further agrees that the notice and
3 documents will be available on its website until the Court holds a final approval hearing and rules on
4 the Parties’ final joint approval motion.

5 Fourth, in accordance with the Class Action Fairness Act (“CAFA”), BBUSA will provide
6 notice to the United States and California Attorneys General. *See* 28 U.S.C. § 1715. The Parties will
7 request that the Court defer any decision granting final approval of the settlement until at least ninety
8 (90) days after the Court grants preliminary approval, which will allow sufficient time to provide notice
9 of any Order Granting Preliminary Approval to the Attorneys General. *See* 28 U.S.C. § 1715(d).

10 Lastly, although the core settlement documents will be accessible on Class Counsel’s and
11 BBUSA’s websites, all relevant case documents, including the Second Amended Complaint, the Order
12 Granting in Part and Denying in Part Motion for Class Certification, the Settlement Agreement, the
13 Joint Motion for Preliminary Approval, the Court’s orders relating to the settlement, the Parties’ joint
14 statements in support of preliminary approval, any Motion for Final Approval, any Motion for
15 Attorneys’ Fees and Incentive Awards and any orders on those motions are (or will be made upon
16 filing) accessible through the publicly-available PACER/CM-ECF system.

17 **1. Proposed Notice Language**

18 The Parties propose that the following notice language be posted on Class Counsel’s and
19 BBUSA’s public websites to inform Class Members of the settlement and its terms:

20 **“NOTICE OF CLASS ACTION SETTLEMENT REGARDING**

21 **BIMBO BAKERIES USA, INC. LABELING CLAIMS**

22 **Pratt & Associates and Fleischmann Bonner & Rocco LLP (“Class Counsel”), and**
23 **Bimbo Bakeries USA, Inc. (“Bimbo Bakeries”) are pleased to announce the settlement of a**
24 **lawsuit that Class Counsel commenced in 2013 against Bimbo Bakeries in the U.S. District**
25 **Court for the Northern District of California. The case is entitled *Ang v. Bimbo Bakeries***
26 ***USA, Inc.* (Case No. 13-CV-01196-HSG-NC) and claims that statements on the labels and in**
27 **the ingredient lists of certain Bimbo Bakeries products were unlawful, misleading or**
28 **deceptive to consumers. Bimbo Bakeries has denied and continues to deny the allegations**

1 in the lawsuit. On August 31, 2018, the U.S. District Court certified a class of California
2 purchasers of Bimbo Bakeries products for purposes of injunctive relief only, and denied class
3 certification of any damages claims (the “Class Certification Order”). All persons or entities
4 who or that made purchases in California of any Bimbo Bakeries products identified in the
5 Class Certification Order are part of the injunctive relief class (“Class Members”). A full list
6 of the products at issue can be found in the Court’s Class Certification Order, which is
7 available on this website.

8 This notice summarizes the proposed settlement on behalf of Plaintiffs and all Class
9 Members.

10 Terms of the Settlement

11 The settlement provides immediate benefits to Class Members in the form of an
12 agreement by Bimbo Bakeries to certify that it has changed, removed or discontinued the
13 labels or ingredient statements of the products challenged in the lawsuit. A list of the specific
14 changes to the product labels and ingredients can be found in the Settlement Agreement.
15 Bimbo Bakeries has also agreed, for a period of two (2) years, to notify Class Counsel of any
16 changes to the label statements or ingredients of the products at issue, if the changes relate
17 to the challenged claims listed in the Settlement Agreement. If Class Counsel objects to the
18 changes that Bimbo Bakeries intends to make to those product labels or ingredients, Class
19 Counsel and Bimbo Bakeries will work together to resolve any dispute.

20 Bimbo Bakeries is providing these benefits to Class Members in exchange for a release
21 of Class Members’ rights to bring a lawsuit against Bimbo Bakeries for an injunction,
22 declaratory judgment or other related claims to stop or change the labeling and ingredient
23 statements challenged in the lawsuit because those changes have already been made. If the
24 settlement is approved by the Court, Class Members will release their ability to seek or obtain
25 injunctive relief relating to the claims asserted in the lawsuit. Class Members will not release
26 any claims for monetary relief.

27 Attorneys’ Fees

28

1 As part of the settlement, Class Counsel can apply to the Court for an award of up to
2 \$305,000 in attorneys' fees and costs to reimburse them for the time and effort they spent in
3 bringing and litigating the case. Class Counsel will also request that the Court award \$10,000
4 to each of the Plaintiffs for their efforts in litigating the case and assisting Class Counsel.
5 With the Court's approval, Bimbo Bakeries has agreed to pay to Plaintiffs and Class Counsel
6 any attorneys' fees and costs that the Court awards, as well as any incentive awards, provided
7 the total amount does not exceed \$325,000.

8 Access to Case Documents

9 You may view the Settlement Agreement and other related documents (including the
10 Joint Motion for Preliminary Approval of Class Action Settlement, the Court's Order Granting
11 Preliminary Approval of Class Action Settlement, the Motion for Final Approval of Class
12 Action Settlement, Plaintiffs' Motion for Award of Attorneys' Fees and Incentive Awards and
13 any opposition or reply papers related to these motions) as these documents become available
14 by visiting: (a) Fleischman Bonner and Rocco's public website
15 (<https://www.fbrllp.com/blog>), thereafter clicking on the "News Archives" tab and clicking
16 on the relevant highlighted text regarding the Bimbo Bakeries settlement; (b) Pratt &
17 Associates public website (<https://prattattorneys.com/about-us>), thereafter clicking on the
18 "About Us" Tab and clicking on the relevant highlighted text regarding the Bimbo Bakeries
19 settlement; or (c) clicking "About Us" or "Media Center" on BBUSA's home page
20 (<https://www.bimbobakeriesusa.com/about-us>) and thereafter clicking the relevant
21 highlighted text regarding the Bimbo Bakeries settlement.

22 You may also review any case documents by accessing the Court docket in this case,
23 for a fee, through the Court's Public Access to Court Electronic Records (PACER) system at
24 <https://ecf.cand.uscourts.gov>, or by visiting the office of the Clerk of the Court for the United
25 States District Court for the Northern District of California, 1301 Clay Street, Suite 400 S,
26 Oakland, California 94612, between 9:00 a.m. and 4:00 p.m., Monday through Friday,
27 excluding Court holidays. **PLEASE DO NOT TELEPHONE THE COURT OR THE**
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1 COURT CLERK'S OFFICE TO INQUIRE ABOUT THIS SETTLEMENT.

2 Court Approval of the Settlement

3 The Court must approve the settlement. On _____, the Court granted
4 preliminary approval of the settlement. On _____, at the United States District
5 Court for the Northern District of California, Oakland Courthouse, Courtroom 2 - 4th Floor,
6 1301 Clay Street, Oakland, California 94612, before the Honorable Haywood S. Gilliam, Jr.,
7 the Court will hold a hearing to determine whether final approval of this class action
8 settlement is appropriate. The date of the final approval hearing may change without special
9 notice to Class Members. Class Members should check this website or the Court's PACER
10 site to confirm that the date has not changed.

11 Comments and Objections

12 Because Bimbo Bakeries is providing injunctive relief to the class as a whole under
13 the settlement, Class Members cannot "opt out" of the settlement. However, Class Members
14 may submit comments or ask the Court to deny approval by filing an objection to the
15 settlement. Class Members cannot ask the Court to order a different settlement; the Court
16 can only approve or reject the settlement that the parties have reached. If the Court denies
17 approval, no injunctive relief will be provided and the lawsuit will continue.

18 Any objection to the proposed settlement must be in writing. Any Class Member who
19 timely files a timely written objection may, but is not required to, appear at the Final Approval
20 Hearing, either in person or through an attorney. If a Class Member appears through an
21 attorney, the Class Member is responsible for hiring and paying that attorney. All written
22 objections and supporting papers must (1) clearly identify the case name and number (*Ang v.*
23 *Bimbo Bakeries USA, Inc.*, Case No. 13-CV-01196-HSG-NC), (2) be submitted to the Court
24 either by mailing them to the Class Action Clerk, United States District Court for the Northern
25 District of California, 1301 Clay Street, Oakland, California 94612, or by filing them in person
26 at any location of the United States District Court for the Northern District of California, and
27 (3) be filed or postmarked on or before _____."

CONCLUSION

Having been revised in accordance with the Court’s prior order and guidance, the Parties maintain that the Agreement is in their mutual best interests and will conserve resources and promote judicial efficiency and economy, while at the same time providing meaningful benefits to the Class. Furthermore, each party has taken into account the investigation of the claims, the orders of the Court and the uncertainties, delays, expenses and exigencies of the litigation process in reaching this conclusion, including notice considerations. Accordingly, for the reasons set forth in this renewed joint motion, the Parties’ original joint motion and their other joint submissions adopted and incorporated by reference in this renewed motion, the Parties respectfully request the Court: (1) grant preliminary approval of the Settlement; (2) schedule the final approval hearing; and (3) issue such other and further relief as the Court deems just and proper.

Dated: April 17, 2020

Respectfully submitted,

/s/ Keith M. Fleischman

/s/ Mark C. Goodman

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U.S. District Court

California Northern District

Notice of Electronic Filing

The following transaction was entered by Fleischman, Keith on 4/17/2020 at 3:14 PM and filed on 4/17/2020

Case Name: Ang et al v. Bimbo Bakeries USA, Inc.

Case Number: [4:13-cv-01196-HSG](#)

Filer: Alex Ang
Lynn Streit

Document Number: [235](#)

Docket Text:

STIPULATION WITH PROPOSED ORDER - *Renewed Joint Motion for Preliminary Approval of Proposed Class Action Settlement* filed by Alex Ang, Lynn Streit. (Attachments: # (1) Declaration of Joshua D. Glatter, # (2) Exhibit A to Glatter Declaration, # (3) Exhibit B to Glatter Declaration)(Fleischman, Keith) (Filed on 4/17/2020)

4:13-cv-01196-HSG Notice has been electronically mailed to:

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4:13-cv-01196-HSG Please see [Local Rule 5-5](#); Notice has NOT been electronically mailed to:

The following document(s) are associated with this transaction:

Document description:Main Document

Original filename:C:\fakepath\2020-04-17 Renewed Joint Motion for Preliminary Approval of Proposed Settlement (final).pdf

Electronic document Stamp:

[STAMP CANDStamp_ID=977336130 [Date=4/17/2020] [FileNumber=16876549-0]
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Document description:Declaration of Joshua D. Glatter

Original filename:C:\fakepath\2020-04-17 Glatter Decl ISO of Renewed Joint Motion for Preliminary Approval of Proposed Settlement.pdf

Electronic document Stamp:

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Document description:Exhibit A to Glatter Declaration

Original filename:C:\fakepath\Ex. A - Ang v BBUSA Revised Settlement Agreement - Signed.pdf

Electronic document Stamp:

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Document description:Exhibit B to Glatter Declaration

Original filename:C:\fakepath\Ex. B - Proposed Order Renewed Jnt Mot Prelim Approval (final).pdf

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