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UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA

LARRY HUDSON, individually and on behalf of all other persons similarly situated, and on behalf of the general public,

Plaintiff,

v.

STERLING JEWELERS INC., an Ohio corporation, SIGNET JEWELERS LIMITED; a foreign corporation, and Does 1 through 30, inclusive;

Defendants.

Case No. 2:17-cv-09301-DSF (JEMx)

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

1 Plaintiff Larry Hudson's Motion for Final Approval of Class Action  
2 Settlement was heard on February 10, 2020 at 1:30 p.m. Shadie L. Berenji of  
3 Berenji Law Firm, APC, appeared on behalf of Plaintiff and the Class. Jesse C.  
4 Ferrantella of Ogletree, Deakins, Nash, Smoak & Stewart, P.C., appeared on  
5 behalf of Defendants Sterling Jewelers, Inc. and Signet Jewelers Limited.

6 The Court having considered Plaintiff's Motion for Final Approval, the  
7 memorandum of points and authorities in support thereof and supporting  
8 evidence, Defendants' agreement with the Motion for Final Approval, and the  
9 oral arguments of counsel, ORDERS as follows:

10 1. The Court GRANTS full and final approval of the terms and  
11 conditions contained in the Joint Stipulation of Class Action Settlement  
12 (Stipulation of Settlement) between Plaintiff and Defendants and the Stipulation  
13 of Settlement is fully and finally approved and shall be carried out and effectuated  
14 according to its terms as approved by this Order;

15 2. This Order incorporates by reference the definitions in the  
16 Stipulation of Settlement and all terms defined therein shall have the same  
17 meaning in this Order;

18 3. The Court finds that the Gross Settlement Amount of \$1,500,000.00  
19 and the terms and conditions set forth in the Stipulation of Settlement as approved  
20 in this Order are fair, reasonable, and adequate and in the best interest of the  
21 Class. The Court further finds that the Class Members who have not opted out  
22 shall be bound by the Stipulation of Settlement, including the Release of Claims,  
23 and the Court concludes that the Stipulation of Settlement should be, and is,  
24 finally approved as indicated in this Order.

25 4. For purposes of this settlement only, the Class is defined as:

26 All current and former employees employed by Defendants in California  
27 compensated by the hour and commissions, regardless of their job title,  
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1 during the Class Period. The Class Period includes the time from  
2 November 28, 2013 through October 8, 2019, inclusive.

3 Members of the Class are referred to as “Class Members.”

4 5. The Court finds that notice was given to Class Members of the terms  
5 of the settlement and properly advised the Class Members of the final approval  
6 hearing, and that no valid objections to the settlement have been made. The  
7 Court further finds that the Notice, given by first-class mail, was the best notice  
8 under the circumstances and satisfies the requirements of due process under Rule  
9 23(c)(2) of the Federal Rules of Civil Procedure and applicable law.

10 6. On the Effective Date, Plaintiff and Class Members have settled and  
11 released the Releasees of the Released Claims.

12 7. Plaintiff, Class Members, and Defendants shall consummate the  
13 settlement in accordance with the terms of the Stipulation of Settlement. Except  
14 as expressly provided in the Stipulation of Settlement, the Releasees shall not  
15 have any further liability arising from this action for costs, expenses, interest,  
16 attorneys’ fees, or for any other charge, expense, or liability.

17 8. The Court confirms the appointment of the Class Representative and  
18 his attorney of record, Shadie L. Berenji, Esq. of Berenji Law Firm, APC, to act  
19 on behalf of the Class in connection with the settlement.

20 9. “Courts typically calculate 25% of the fund as the ‘benchmark’ for a  
21 reasonable fee award, providing adequate explanation in the record of any  
22 ‘special circumstances’ justifying a departure.” In re Bluetooth Headset Prods.  
23 Liab. Litig., 654 F.3d 935, 942 (9th Cir. 2011). As there are no special  
24 circumstances here, the Court finds that \$371,250<sup>1</sup> is a reasonable attorneys’ fee  
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27 <sup>1</sup> This amount is 25% of the gross settlement amount less the \$15,000 in costs awarded to  
28 counsel. The Court sees no reason to award counsel an additional 25% of the costs.

1 for all work done in and to be done until the completion of this litigation.<sup>2</sup> Wage  
2 and hour class actions have become ubiquitous in California and keeping up with  
3 changes in the field of one's expertise is a requirement for any lawyer. The fee  
4 statements here do not show that substantial time was spent in that endeavor. In  
5 addition, according to the billing information submitted to the Court, Plaintiff's  
6 counsel billed nearly 60 hours related to the unsuccessful effort to remand this  
7 action. No explanation for how that effort benefitted the class – or how the class  
8 would have been benefitted even if the effort had been successful – has been  
9 provided. Even without considering whether counsel's claimed hourly rate is  
10 reasonable, the claimed lodestar amount of \$268,852.50 for 434.7 hours is  
11 overstated. An award of \$371,250 still provides Plaintiff's counsel with a  
12 significant multiplier. The Court finds \$15,000 is the amount of reasonable costs  
13 that should be paid to Class Counsel. The Court therefore authorizes payment of  
14 those amounts from the Gross Settlement Amount, in accordance with the  
15 Stipulation of Settlement, with the additional term noted below.

16 10. Unlike with numerous other incentive award requests, neither Mr.  
17 Hudson nor his counsel provided even an estimate of how much time Mr. Hudson  
18 spent in connection with this litigation – except that Mr. Hudson says it was “a  
19 lot.”<sup>3</sup> Both Mr. Hudson and his counsel describe some of the time spent as  
20 meeting and communicating with counsel. The Court has reviewed counsel's  
21 billings and found comparatively little time was spent meeting and  
22 communicating. Even providing Mr. Hudson with a generous amount of time for  
23 gathering documents, the Court finds an award of \$10,000 would be excessive.

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25 <sup>2</sup> “Courts have an independent obligation to ensure that the award, like the settlement itself, is  
26 reasonable, even if the parties have already agreed to an amount.” *Id.* at 941.

27 <sup>3</sup> Mr. Hudson also sates that he “incurred financial costs,” but he does not say how much or for  
28 what.

1 The Court finds a Class Representative incentive award in the amount of \$1,500  
2 is appropriate.

3 11. CPT Group, Inc. (CPT) is ordered to pay the settlement amounts to  
4 the Class Representative and Class Members, the Class Representative incentive  
5 award in the amount of \$1,500, the PAGA penalty payment to the LWDA and the  
6 Class Members, and the settlement administration costs to CPT in the amount of  
7 \$40,000, in accordance with the terms of the Stipulation of Settlement. CPT shall  
8 pay the costs and 90% of the above-stated attorney's fees to Class Counsel. The  
9 remaining 10% shall be paid when Class Counsel provides a declaration stating  
10 that all other terms of the settlement have been implemented, as well as a  
11 proposed order releasing the remainder of the fees award, and that order has been  
12 signed.

13 12. The Court retains continuing jurisdiction as to all matters relating to  
14 the administration and consummation of the settlement as provided in the  
15 Stipulation of Settlement and all other matters covered in this Order and the final  
16 judgment to be entered in this matter.

17 13. Nothing in this Order shall preclude any action to enforce  
18 Defendants' obligations under the Stipulation of Settlement, including the  
19 requirement that it make payments to the Class in accordance with the terms of  
20 the Stipulation of Settlement.


21 14. On entry of this order, a final judgment shall be filed and entered  
22 and, except as otherwise provided in the Stipulation of Settlement, Plaintiff, the  
23 Class, and Class Counsel shall bear their own attorneys' fees, costs, and expenses  
24 incurred by them in or arising out of the lawsuit (as defined in the Stipulation of  
25 Settlement) and shall not seek reimbursement from the Releasees.

26 15. The parties' Stipulation of Settlement shall not constitute admissions  
27 of liability or fault by Defendants or Releasees, or a finding as to the validity of  
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1 any claims in the lawsuit or of any wrongdoing or violation of law by Releasees.  
2 The Stipulation of Settlement and the settlement contemplated by the Stipulation  
3 of Settlement are not a concession by the parties and, to the extent permitted by  
4 law, neither this Order, the final judgment, nor any of their terms or provisions,  
5 nor any of the negotiations or proceedings connected with them, shall be offered  
6 as evidence or received in evidence in any pending or future civil, criminal, or  
7 administrative action or proceeding to establish any liability of, or admission by  
8 the Releasees. Notwithstanding the foregoing, nothing in this Order or the final  
9 judgment shall be interpreted as prohibiting the use of this Order or the final  
10 judgment in a proceeding to consummate or enforce the Stipulation of Settlement  
11 or this Order or the final judgment to defend against the assertion of claims in any  
12 other proceeding, or as otherwise required by law.

13           16. In the event the settlement does not become effective in accordance  
14 with the terms of the Stipulation of Settlement, then this Order shall be rendered  
15 null and void to the extent provided by and in accordance with the Stipulation of  
16 Settlement and shall be vacated.

17           IT IS SO ORDERED.  
18           DATED: February 18, 2020

  
Honorable Dale S. Fischer  
UNITED STATES DISTRICT JUDGE

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