

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA**

KEVIN KRAMER on behalf of himself, all others
similarly situated, and on behalf of the general
public,

Plaintiffs,

v.

XPO LOGISTICS, INC.; and DOES 1 – 100,

Defendants.

HECTOR IBANEZ on behalf of himself, all
others similarly situated, and on behalf of the
general public

Plaintiffs,

v.

XPO LAST MILE, INC.; and DOES 1 – 100,

Defendants.

Case No. 3:16-cv-07039-WHO
Consolidated with 3:17-cv-04009-JSC

[Assigned to the Honorable William H. Orrick]

**[PROPOSED] ORDER GRANTING
PLAINTIFF’S MOTION FOR ATTORNEYS’
FEES, COSTS, AND CLASS
REPRESENTATIVE ENHANCEMENT
AWARD**

Date: April 1, 2020

Time: 2:00 p.m.

Ctrlm.: 2

Action Filed: September 22, 2016

Date Removed: December 8, 2016

Trial Date: December 3, 2018

This Document Relates To:
Kramer, 3:16-cv-07039-WHO
Ibanez, 3:17-cv-04009-JSC

ORDER

Plaintiff's motion for an order granting an award of attorneys' fees, costs, and class representative enhancement payments duly came on for hearing on April 1, 2020, before the Honorable William H. Orrick. All counsel were present for the hearing.

FINDINGS:

Based on the oral and written argument and evidence presented in connection with the motion, the Court makes the following findings:

1. Class Counsel have conferred a benefit on absent Class Members and having expended efforts to secure a benefit to the Class are entitled to a fee and, accordingly, the Court approves the application of Class Counsel for \$1,375,000 for their attorneys' fees and \$119,812.06 for litigation costs. The Court does not find the attorney fee award of \$1,375,000 and costs of \$119,812.06 are a disproportionate distribution of the Settlement under *In Re Bluetooth Product Liability Case ("Bluetooth")* (9th Cir. 2011) 654 F.3d 935. The Court also finds the attorney fee award here is not unreasonable under *Bluetooth* because the Parties did not arrange for fees to revert to Defendant in the event the Court awarded less than requested.
2. The Class Representative Enhancement Payment in the amount of \$10,000 for Plaintiff Hector Ibanez is approved and ordered paid in accordance with the terms of the Settlement Agreement.
3. As defined in the Settlement Agreement, the Court directs the Settlement Administrator to disburse the following out of the Gross Settlement Amount:
 - a. To Plaintiff Hector Ibanez, the Class Representative Enhancement Payment in the amount of \$10,000;
 - b. To Class Counsel, the attorneys' fees in the sum of \$1,375,000 (25% of the GSA);
 - c. To Class Counsel, the litigation costs in the sum of \$119,812.06.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

4. The Court retains jurisdiction over the administration and effectuation of the Settlement, including, but not limited to, the ultimate disbursement of Class Counsel’s attorneys’ fees and costs and Plaintiff’s Class Representative Enhancement Payments, and any other issue related to this Settlement.

IT IS SO ORDERED.

Dated:

Hon. William H. Orrick
United States District Court Judge