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NOTE: CHANGES HAVE BEEN
MADE TO THIS DOCUMENT

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

**NICOLE ROMANO, JONATHAN
BONO, and JAMES DOYLE,
individually and on behalf of all
others similarly situated,**

Plaintiffs,

vs.

**SCI DIRECT, INC., TRIDENT
SOCIETY INC., NEPTUNE
SOCIETY OF AMERICA, INC., and
NEPTUNE MANAGEMENT
CORP.,**

Defendants.

Case No. 2:17-cv-03537-ODW-JEM

Hon. Otis D. Wright II

**FINAL JUDGMENT GRANTING
FINAL APPROVAL AND
ATTORNEYS' FEES IN PART**

(ECF Nos. 144, 145)

This matter came before the Court for a hearing on November 18, 2019, on the application of the Settling Parties for approval of the Settlement set forth in the Settlement Agreement and Release dated December 20, 2018 (“Settlement” or “Settlement Agreement”). Due and adequate notice having been given to the Class, and the Court having considered all papers filed and proceedings had

1 herein and otherwise being fully informed in the premises and good cause
2 appearing therefore, **IT IS HEREBY ORDERED, ADJUDGED AND DECREED**
3 that:

- 4 1. This Judgment also incorporates by reference the definitions in the
5 Settlement Agreement, and all terms used herein shall have the same
6 meanings as set forth in the Settlement Agreement, unless otherwise set
7 forth herein.
- 8 2. This Court has jurisdiction over the subject matter of the Action and
9 over all of the parties to the Action. As fully set forth in the Final
10 Approval Order and pursuant to Rule 23 of the Federal Rules of Civil
11 Procedure, the Court certifies the Class for the purpose of administering
12 the Settlement. The Class is defined as: any individual, who contracted
13 with or provided services to Defendants or affiliated companies, as an
14 independent sales representative in California from May 18, 2014 to
15 February 1, 2019 Excluded from the Class are any employees of
16 Defendants, their parents, affiliates, or subsidiaries; the Judge or
17 Magistrate Judge to whom the Actions are assigned; and, any member
18 of those Judges' staffs or immediate families. With respect to the Class,
19 this Court finds, solely for the purposes of the Settlement, that the
20 prerequisites for a class action under Rules 23(a) and (b)(3) of the Federal
21 Rules of Civil Procedure have been satisfied.
- 22 3. The Class Notice provided to the Settlement Class conforms with the
23 requirements of Federal Rule of Civil Procedure 23, the California and
24 United States Constitutions, and any other applicable law, and constitutes
25 the best notice practicable under the circumstances of those proceedings
26 and the matters set forth therein, by providing individual notice to all Class
27 Members who could be identified through reasonable effort, and by
28 providing due and adequate notice of the proceedings and of the matters set

1 forth therein to the other Class Members. The notice fully satisfied the
2 requirements of Rule 23 of the Federal Rules of Civil Procedure, the
3 requirements of due process and any other applicable law.

4 4. The Court finds the Settlement was entered into in good faith, that the
5 Settlement is fair, reasonable and adequate, and that the Settlement satisfies
6 the standards and applicable requirements for final approval of this class
7 action settlement under California and federal law, including the provisions of
8 Federal Rule of Civil Procedure 23. The Settlement falls within the
9 range of possible approval as fair, adequate and reasonable, appears to
10 be the product of arms-length and informed negotiations, and treats all
11 members of the Class fairly. The Court approves the Settlement Amount of
12 **\$1,625,000.**

13 5. 1 Class Member has objected to the terms of the Settlement. His objection is
14 **overruled.**

15 6. 17 Class Members have requested exclusion from the Settlement.
16 Accordingly, Dewitt Latham, Felicia Horton, Terry Guoin, Ryan Hoffman,
17 Jandy Guerrero Quismundo, Jeffrey Okun, John Willis, Ryan Deyoung,
18 Delane Pate, Holly Karpiak, Claudia Marky, Nancy Miller, Vicky Dorian
19 Hoffman, Suzana Willis, Sandy Dorian, Jill Augustine Sutherland and
20 Diane Everett are excluded

21 7. Upon entry of this Order, compensation to the participating members of the
22 Class shall be effected pursuant to the terms of the Settlement Agreement.

23 8. In addition to any recovery that Plaintiffs may receive under the
24 Settlement, and in recognition of the Plaintiffs' efforts and risks taken
25 on behalf of the Settlement Class, the Court hereby approves the payment
26 of an incentive award to the Plaintiff James Doyle in the amount of **\$5,000**, to
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1 the Plaintiff Jonathan Bono in the amount of **\$5,000**, and to the Plaintiff
2 Nicole Romano in the amount of **\$7,500**.¹

3 9. The Court approves the payment of attorneys' fees to Class Counsel in the sum
4 of **\$706,500.00**, and the reimbursement of litigation expenses in the sum of
5 **\$20,786.05**.

6 10. The Court approves and orders payment in an amount commensurate with
7 Simpluris's actual costs of **\$5,500** to Simpluris for performance of its
8 settlement claims administration services.

9 11. Upon the Effective Date, the Plaintiffs and all members of the Class, shall
10 have, by operation of this Order and the accompanying Judgment, fully,
11 finally and forever released, relinquished, and discharged the Released
12 Persons, defined in the Settlement Agreement as "Released Persons" to
13 mean Defendant SCI Direct (as defined in the Settlement Agreement), and its
14 respective owners, agents, attorneys, insurers, past, present and future
15 divisions, affiliates, DBAs (if any), predecessors, successors, shareholders,
16 officers, directors, managers, employees, trustees, representatives,
17 administrators, fiduciaries, assigns, subrogees, executors, partners, parents,
18 subsidiaries, privies, and/or any and all persons and/or corporate entities
19 acting by, through, under or in concert with any of them, from the
20 PAGA claims, defined in the Settlement Agreement as any and all claims,
21 debts, liabilities, demands, obligations, guarantees, costs, expenses,
22 attorneys' fees, damages, or causes of action, which related to any and
23 all claims which were alleged, could have been alleged based or covered
24 by this Agreement during the Class Period, including the date of
25 preliminary approval of this proposed Settlement under any state or local law,
26 and shall specifically include, penalties or any other damages or claims

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28 ¹ The Court mentioned an increase for Mr. Bono in the hearing on November 18, 2019; however,
the Court approves an increase for Ms. Romano given counsel's arguments regarding her efforts.

1 under the Private Attorneys General Act, Labor Code § 2699, et seq.,
2 which were alleged, could have been alleged or set forth in this
3 Agreement, and shall be inclusive of Class Representatives' attorney's fees
4 and costs. Upon the Effective Date, Plaintiffs and all members of the
5 Class shall be and are hereby permanently barred and enjoined from the
6 institution or prosecution of any and all claims under the Private Attorneys
7 General Act, Labor Code § 2699, *et seq.*, against any and all of the Released
8 Parties under the terms of the Settlement Agreement.

9 12. Upon the Effective Date, the Plaintiffs and all members of the Class, except
10 the excluded individuals referenced in paragraph 8 of this Order, shall
11 have, by operation of this Order and the accompanying Judgment, fully,
12 finally and forever released, relinquished, and discharged the Released
13 Persons, defined in the Settlement Agreement as "Released Persons" to
14 mean Defendant SCI Direct (as defined in the Settlement Agreement), and its
15 respective owners, agents, attorneys, insurers, past, present and future
16 divisions, affiliates, DBAs (if any), predecessors, successors, shareholders,
17 officers, directors, managers, employees, trustees, representatives,
18 administrators, fiduciaries, assigns, subrogees, executors, partners, parents,
19 subsidiaries, privies, and/or any and all persons and/or corporate entities
20 acting by, through, under or in concert with any of them, from the Released
21 Claims, defined in the Settlement Agreement as any and all claims,
22 debts, liabilities, demands, obligations, guarantees, costs, expenses,
23 attorneys' fees, damages, or causes of action, which related to any and
24 all claims which were alleged, could have been alleged based or covered
25 by this Agreement during the Class Period, including the date of
26 preliminary approval of this proposed Settlement under any federal, state
27 or local law, and shall specifically include, but is not limited to claims
28 for failure to provide accurate wage statements, claims for the failure to

1 reimburse reasonable business expenses, penalties under Labor Code
2 § 226.8, penalties under Labor Code § 558, violations of Business and
3 Professions Code §§ 17200, et seq., wage and time penalties any similar
4 claims and any related statutory and/or civil penalties, which were alleged,
5 could have been alleged or set forth in this Agreement, and shall be inclusive
6 of Class Representatives' attorney's fees and costs. Upon the Effective
7 Date, Plaintiffs and all members of the Class shall be and are hereby
8 permanently barred and enjoined from the institution or prosecution of any and
9 all of the Released Claims against any and all of the Released Parties
10 under the terms of the Settlement Agreement.

11 13. Upon completion of administration of the Settlement, the Parties shall file a
12 declaration setting forth that claims have been paid and that the terms
13 of the Settlement have been completed.

14 14. This "Judgment" is intended to be a final disposition of the above
15 captioned action in its entirety, and is intended to be immediately
16 appealable.

17 15. Neither the Settlement Agreement nor the Settlement contained herein, nor any
18 act performed or document executed pursuant to or in furtherance of the
19 Settlement Agreement or Settlement is or may be deemed to be or maybe used
20 as an admission of, or evidence of: (a) the validity of any Released Claim, or
21 of any liability, fault or other wrongdoing of any kind; (b) the validity
22 or invalidity of any claims asserted by the Plaintiffs or the amount of
23 recoverable damages in connection with those claims; or (c) any infirmity
24 in the defenses that have been or could have been asserted in the Action. The
25 Released Parties may file the Settlement Agreement and/or the Final
26 Judgment in any action that may be brought against them in order to support
27 a defense or counterclaim based on principles of res judicata, collateral
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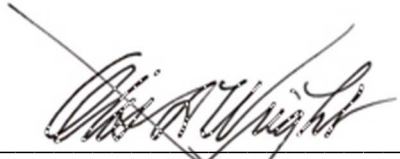
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estoppel, release, good faith settlement, or any other theory of claim preclusion or issue preclusion or similar defense or counterclaim.

16. The Action is dismissed with prejudice, permanently barring the Plaintiffs and all other members of the Class (other than those members of the Class who timely and validly opted out of the settlement) from prosecuting any of the Released Claims. The Court reserves and retains exclusive and continuing jurisdiction over the above-captioned matters, the Plaintiffs, the Class, and Defendants for the purposes of supervising the implementation, effectuation, enforcement, construction, administration and interpretation of the Settlement Agreement and this Judgment.

IT IS SO ORDERED.

Dated: November 18, 2019



Honorable Otis D. Wright II
United States District Judge