

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

**FILED**

JUN 6 2017

CLERK, U.S. DISTRICT COURT  
EASTERN DISTRICT OF CALIFORNIA  
BY   
DEPUTY CLERK

**UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF CALIFORNIA  
SACRAMENTO DIVISION**

GERMAN TUGAS, on behalf of himself, all  
others similarly situated, and on behalf of the  
general public,

Plaintiff,

v.

HILL-ROM COMPANY, INC., and  
DOES 1-100, inclusive,

Defendants.

**Case No. 2:15-cv-02426-JAM-CKD**

Assigned to The Honorable John A. Mendez

*JAM*  
**[PROPOSED] ORDER GRANTING  
AWARD OF ATTORNEYS' FEES, COSTS,  
CLASS REPRESENTATIVE PAYMENT  
AND SETTLEMENT ADMINISTRATION  
COSTS**

Date: June 6, 2017  
Time: 1:30 p.m.  
Ctrm: 6

Complaint filed August 24, 2015

Plaintiff's motion for an order granting an award of attorneys' fees, costs, class  
representative payment, and settlement administration fees duly came on for hearing on June 6,  
2017, before the Honorable John A. Mendez. All counsel were present for the hearing.

**FINDINGS:**

Based on the oral and written argument and evidence presented in connection with the

**[Proposed] Order Granting Award of Attorneys' Fees, Costs, Class Representative Payment, and  
Claims Administration Fees**

1 motion, the Court makes the following findings:

2 1. Class Counsel have conferred a benefit on absent Class Members and having  
3 expended efforts to secure a benefit to the Class are entitled to a fee and, accordingly, the Court  
4 approves the application of Class Counsel for \$187,500 for their attorneys' fees and \$11,906 for  
5 litigation costs. The Court does not find the attorney fee award of \$187,500 and costs of \$11,906 are  
6 a disproportionate distribution of the Settlement under *In Re Bluetooth Product Liability Case*  
7 (*"Bluetooth"*) (9th Cir. 2011) 654 F.3d 935. The Court also finds that the attorney fee award here is  
8 not unreasonable under *Bluetooth*, because the parties did not arrange for fees to revert to Defendant  
9 in the event the Court awarded less than requested.  
10

11 2. The Class Representative payment in the amount of \$5,000 for Plaintiff German  
12 Tugas is approved and ordered paid in accordance with the terms of the Settlement Agreement.  
13

14 3. That the appointed Settlement Administrator CPT Group, Inc. ("CPT") fees and costs  
15 in the sum of \$10,500 for services rendered and to be rendered in connection with the completion of  
16 its duties pursuant to the Settlement and as set forth in the Declaration of Abel Morales, on behalf of  
17 CPT, filed in support of the Motion for Final Approval of Class Action Settlement and Entering  
18 Judgment is hereby approved and ordered paid in accordance with the terms of the Settlement  
19 Agreement.  
20

21 4. Within twenty (20) days of the Effective Date, the Court directs Defendant to transmit  
22 the \$750,000 Maximum Settlement Fund to the Settlement Administrator in the manner and at the  
23 times set forth in Paragraph 47 of the Settlement Agreement.

24 5. Within fourteen (14) days after the Settlement Administrator receives the funds, the  
25 Court directs the Settlement Administrator to disburse the following out of the Maximum Settlement  
26 Fund, pursuant to Paragraphs 47(a) through 47(f):  
27

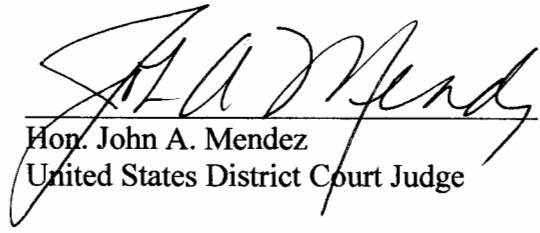
1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

- a. To each Settlement Class Member, an Individual Settlement Payment, as calculated by the Settlement Administrator;
- b. To CPT, the appointed Settlement Administrator, its fees and costs in the sum of \$10,600 for services rendered in connection with its duties and responsibilities pursuant to the Settlement Agreement.
- c. To Plaintiff German Tugas, the Class Representative Enhancement Payment in the amount of \$5,000.
- d. To Class Counsel, the Class Counsel Fees in the sum of \$187,500 (25% of the Maximum Settlement Fund).
- e. To Class Counsel, the Class Counsel Expenses in the sum of \$11,906.
- f. To the Labor and Workforce Development Agency, the PAGA Payment in the sum of \$15,000.

6. The Court retains jurisdiction over the administration and effectuation of the Settlement, including, but not limited to, the ultimate disbursal to the Settlement Class Members, payment of Class Counsel Fees, Class Counsel Expenses, the Class Representative Enhancement Payment, the Settlement Administration Costs, the PAGA Payment and any other issue related to this Settlement.

**IT IS SO ORDERED.**

Dated: 6-6-2017

  
Hon. John A. Mendez  
United States District Court Judge