

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

CURTIS JOHNSON, et al.,

Plaintiffs,

v.

SERENITY TRANSPORTATION, INC., et  
al.,

Defendants.

Case No. 15-cv-02004-JSC

**FINAL APPROVAL OF CLASS  
ACTION SETTLEMENT**

Re: Dkt. No. 346

On July 21, 2021, the Court granted preliminary approval of this class action settlement.<sup>1</sup> (Dkt. No. 342.)<sup>2</sup> Class counsel subsequently mailed notice to 99 class members, none of whom has objected to or sought an exclusion from the proposed settlement. (Dkt. No. 346-1 ¶¶ 2–4.) Now before the Court is Plaintiffs’ unopposed motion for final approval of the settlement. (Dkt. No. 346.) After careful consideration of Plaintiffs’ submissions, and because no class member has objected to the settlement, the Court concludes that oral argument is unnecessary, *see* N.D. Cal. Civ. L.R. 7-1(b), VACATES the January 13, 2022 hearing, and GRANTS the motion.

**BACKGROUND**

The relevant procedural history and the terms of the proposed settlement are set forth in the Court’s order granting preliminary approval. (Dkt. No. 342 at 1–4.) Class counsel mailed notice to the 99 class members on August 23, 2021. (Dkt. No. 346-1 ¶ 2.) 35 were returned as undeliverable with no forwarding address. (*Id.* ¶ 3.) Class counsel did not receive any exclusion

---

<sup>1</sup> All parties have consented to the jurisdiction of a magistrate judge pursuant to 28 U.S.C. § 636(c). (Dkt. Nos. 8, 9, 14, 15.)

<sup>2</sup> Record citations are to material in the Electronic Case File (“ECF”); pinpoint citations are to the ECF-generated page numbers at the top of the documents.



1 *In re Bluetooth Headset Prods. Liab. Litig.*, 654 F.3d 935, 946 (9th Cir. 2011) (cleaned up).

2 No matter whether a settlement agreement has been negotiated before a class has been  
3 certified or, as here, after, the court must also undertake an additional search for more “subtle  
4 signs that class counsel have allowed pursuit of their own self-interests and that of certain class  
5 members to infect the negotiations.” *Briseño v. Henderson*, 998 F.3d 1014, 1023 (9th Cir. 2021)  
6 (applying *Bluetooth* red-flag factors to post-class certification settlement approvals). The

7 *Bluetooth* court identified three such signs:

8 (1) when counsel receive a disproportionate distribution of the  
9 settlement, or when the class receives no monetary distribution but  
class counsel are amply rewarded;

10 (2) when the parties negotiate a “clear sailing” arrangement providing  
11 for the payment of attorneys’ fees separate and apart from class funds,  
which carries the potential of enabling a defendant to pay class  
12 counsel excessive fees and costs in exchange for counsel accepting an  
unfair settlement on behalf of the class; and

13 (3) when the parties arrange for fees not awarded to revert to  
14 defendants rather than be added to the class fund.

15 *Id.* (cleaned up). However, none of the three *Bluetooth* red-flag factors are implicated here. Class  
16 counsel receives no payment under the settlement, and there is no issue of reverter because funds  
17 for unreachable class members will be transmitted to the State of California Unclaimed Property  
18 Fund. Accordingly, the Court need address only the fairness factors.

19 Defendants’ insolvency, as substantiated in arm’s length settlement negotiations with  
20 Magistrate Judge Spero, is dispositive of factors (1), (2), (3), (4), and (5). (*See* Dkt. No. 342 at 6.)  
21 The class has nothing to gain from continued litigation, and (6) the experience and views of  
22 counsel indicate that the settlement sum, though tiny, is adequate under the constrained  
23 circumstances. There is (7) no governmental participant, and (8) no class members have objected  
24 to or opted out of the settlement. *See Garner v. State Farm Mut. Auto. Ins. Co.*, No. CV 08 1365  
25 CW (EMC), 2010 WL 1687832, at \*14 (N.D. Cal. Apr. 22, 2010) (“Courts have repeatedly  
26 recognized that the absence of a large number of objections to a proposed class action settlement  
27 raises a strong presumption that the terms . . . are favorable to the class members.” (cleaned up)).

28 Because all relevant factors weigh in favor of granting Plaintiffs’ motion for final approval

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

of class action settlement, the Court finds the settlement is fair, adequate, and reasonable to all concerned.

**CONCLUSION**

For the reasons stated above, the Court GRANTS Plaintiffs’ motion for final approval of the parties’ class action settlement. In addition, the Court GRANTS \$250 service awards to Plaintiffs Gary Johnson and Curtis Johnson.

The Clerk is directed to close this case.

**IT IS SO ORDERED.**

Dated: January 10, 2022

  
\_\_\_\_\_  
JACQUELINE SCOTT CORLEY  
United States Magistrate Judge