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2 UNITED STATES DISTRICT COURT  
3 NORTHERN DISTRICT OF CALIFORNIA  
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5 QIUZI HU, et al.,  
6 Plaintiffs,

7 v.

8 JOSE M. PLEHN-DUJOWICH, et al.,  
9 Defendants.

Case No. [18-cv-01791-AGT](#)

**ORDER GRANTING (I) MOTION FOR  
ENTRY OF STIPULATED JUDGMENT  
(II) MOTION TO WITHDRAW AS  
COUNSEL**

Re: Dkt. Nos. 131, 133

10 I. MOTION FOR ENTRY OF STIPULATED JUDGMENT

11 Two years ago, the Court approved the parties' class-action settlement and entered judgment  
12 in favor of the plaintiffs. *See* Dkt. 123–24. Under the settlement agreement, the defendants agreed  
13 to pay the settlement administrator \$150,000 within ninety days of the approval date, and to pay an  
14 additional \$10,000 per month until the total amount paid reached the judgment amount, of \$695,000.  
15 *See* Dkt. 99-1, Settlement §§ 3.1, 3.2.

16 The settlement also required the defendants and class counsel to execute a “Joint Stipulation  
17 for Conditional Entry of Final Judgment.” *Id.* §§ 2.16, 3.3. Pursuant to the joint stipulation, the  
18 defendants agreed that if they failed to make full and timely payments to the settlement administra-  
19 tor, then class counsel could seek relief from judgment, pursuant to Rule 60(b), and request entry of  
20 a stipulated judgment with more onerous terms. *See id.* §§ 3.3.2, 13.3, Ex. 1. Under the stipulated  
21 judgment, the total judgment amount would increase from \$695,000 to \$1,000,000, and the defend-  
22 ants would admit as true certain facts related to liability. *See* Settlement §§ 2.34, Ex. 1.

23 After the Court approved the settlement, the defendants timely made their initial payment of  
24 \$150,000. But soon after, they started missing monthly-payment due dates. At first, the payments  
25 were just late; but then the payments stopped coming altogether, despite repeated efforts by class  
26 counsel to obtain them. *See* Dkt. 131-1, Dhillon Decl. ¶¶ 2–37, Exs. A–E. Before the payments  
27 stopped, the defendants had paid \$130,000 in monthly installments. *See* Dkt. 131 at 6–7. This was  
28 in addition to their initial payment of \$150,000. Now, however, the defendants are at least \$60,000

1 in arrears. *See id.*; Dhillon Decl. ¶ 37.

2 In response, class counsel has asked the Court to vacate the original judgment and to enter  
3 the stipulated judgment, with an offset for the amount the defendants have paid. The requested  
4 relief is appropriate. The defendants have failed to pay what they owe; class counsel has sent the  
5 defendants multiple notices of default; and more than 30 days have passed since notice was given,  
6 but the defendants have failed to cure. By the terms of the settlement and the parties' joint stipula-  
7 tion, entry of the stipulated judgment is now warranted. *See* Settlement §§ 2.16, 13.4.

8 The original judgment is hereby vacated, pursuant to Rule 60(b)(6), and the parties' stipu-  
9 lated judgment will be entered momentarily. The stipulated judgment will be for \$720,000, which  
10 is \$1,000,000, the stipulated-judgment amount, minus \$280,000, the amount the defendants have  
11 paid to date. As part of the stipulated judgment, class counsel will also be awarded \$14,760 in  
12 attorneys' fees and \$24 in costs. These fees and costs were reasonably incurred to enforce the set-  
13 tlement agreement. *See* Dkt. 144, Dhillon Supp. Decl. ¶¶ 1–17. And in their joint stipulation, the  
14 parties agreed that class counsel would be “entitled to recover reasonable fees and costs incurred in  
15 enforcing the Final Judgment.” Dkt. 137 at 4.

16 As for the joint stipulation, class counsel filed it provisionally under seal. No good cause to  
17 keep it under seal has been identified, so the Court will enter it on the public docket.


18 II. MOTION TO WITHDRAW AS COUNSEL

19 Defense counsel has lost contact with the defendants—despite repeated emails and phone  
20 calls—and seeks to withdraw as counsel. *See* Dkt. 133. Counsel cannot be expected to adequately  
21 represent his clients if he cannot communicate with them, so the Court finds good cause for coun-  
22 sel's request and grants his motion.

23 **IT IS SO ORDERED.**

24 Dated: April 4, 2022

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ALEX G. TSE  
United States Magistrate Judge