

DIVERSITY LAW GROUP, P.C.
Larry W. Lee (State Bar No. 228175)
lwlee@diversitylaw.com
Simon L. Yang (State Bar No. 260286)
sly@diversitylaw.com
515 South Figueroa Street, Suite 1250
Los Angeles, California 90071
Telephone: (213) 488-6555
Facsimile: (213) 488-6554

POLARIS LAW GROUP
William L. Marder (State Bar No. 170131)
bill@polarislawgroup.com
501 San Benito Street, Suite 200
Hollister, California 95023
Telephone: (831) 531-4214
Facsimile (831) 634-0333

Attorneys for Plaintiff and the Class

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF ALAMEDA

CELIA STEWART, as an individual and on behalf
of all others similarly situated, and as a private
attorney general;

Plaintiff,

vs.

RITCHIE BROS AUCTIONEERS (AMERICA)
INC., a Washington corporation; RITCHIE BROS
AUCTIONEERS INC., a Washington corporation
upon information and belief, and DOES 1 through
50, inclusive,

Defendants.

Case No. RG21086650

[Hon. Evelio Grillo, Department 21]

**PLAINTIFF'S NOTICE OF MOTION AND
MOTION FOR FINAL APPROVAL OF
CLASS ACTION SETTLEMENT;
MEMORANDUM OF POINTS AND
AUTHORITIES IN SUPPORT**

*[Filed concurrently with Declaration of Larry W.
Lee; Declaration of Simon L. Yang; Declaration
of Celia Stewart; Declaration of Kevin Lee;
[Proposed] Order and Final Judgment]*

Date: March 1, 2023
Time: 10:00 a.m.
Department: 21

Reservation ID: 179371674381

Complaint Filed: January 25, 2021

1 **TO THE COURT, DEFENDANTS, AND ITS COUNSEL OF RECORD:**

2 **PLEASE TAKE NOTICE** that on March 1, 2023, at 10:00 a.m., or as soon thereafter as the
3 matter may be heard in Department 21, of the above-entitled court located at 1221 Oak Street, Oakland,
4 California 94612, Plaintiff, Celia Stewart, will and hereby does seek an Order:

- 5 1. granting final approval to the Joint Stipulation of Class Action and PAGA Settlement (the
6 “Agreement”) in this action;
- 7 2. approving distribution of the settlement funds to Settlement Class Members and Aggrieved
8 Employees pursuant to the terms of the Agreement;
- 9 3. approving Plaintiff’s request for a service award of \$10,000.00 to the Class Representative
10 pursuant to the terms of the Agreement;
- 11 4. approving Class Counsel’s request for an award of attorneys’ fees of 33⅓% of the
12 \$228,900.00 Gross Settlement Amount, or \$76,300.00, and reimbursement of litigation costs
13 of \$10,065.24 pursuant to the terms of the Agreement;
- 14 5. approving Plaintiff’s request for payment of the settlement administration costs to Phoenix
15 Settlement Administrators in the amount of \$6,250.00 pursuant to the terms of the
16 Agreement;
- 17 6. approving Plaintiff’s request for payment to the Labor & Workforce Development Agency of
18 \$15,000.00 pursuant to the terms of the Agreement; and
- 19 7. entering final judgment as to all members of the Settlement Class, the Aggrieved Employees,
20 and the State of California (including the Labor and Workforce Development Agency) in this
21 action.

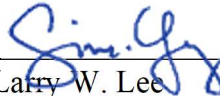
22 This motion is made pursuant to Rule 3.769 of the California Rules of Court, which provides for
23 Court approval of the settlement of a purported class action and allows the Court to grant final
24 certification of a class for settlement purposes. The overwhelmingly positive Class response—as shown
25 by the lack of any objections to the settlement and also the lack of any opt outs—supports that the
26 settlement is fair, reasonable, and adequate, and should be granted final approval.

27 This motion will be based on the attached Memorandum of Points and Authorities, the
28 supporting Declarations of Larry W. Lee, Simon L. Yang, Plaintiff Celia Stewart, and Kevin Lee of

1 Phoenix Settlement Administrators, upon the oral arguments of counsel (should there be any), and on
2 the complete records and file herein.

3 DATED: February 2, 2023

DIVERSITY LAW GROUP, P.C.

4
5 By: 
6 Larry W. Lee
7 Simon L. Yang
8 Attorneys for Plaintiff
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

1 **MEMORANDUM OF POINTS AND AUTHORITIES**

2 **TABLE OF CONTENTS**

	Page
SUMMARY OF MOTION.....	1
DISCUSSION	2
I. Class Members Were Provided Notice of the Settlement.....	2
II. The Fair, Adequate, and Reasonable Settlement Should Be Given Final Approval.	3
A. The Strength of the Case and Likelihood of Class Certification Support Approval.	3
1. The Class Is Ascertainable.....	3
2. There Is a Community of Interest.	4
a. There Are Predominant Common Questions of Law and Fact.....	4
b. Plaintiff’s Claims Are Typical of the Class Claims.....	4
c. Plaintiff Adequately Represented the Class.....	5
B. Defendants’ Allegations and Position on Class Certification Support Approval.	5
C. Risks, Expenses, and Complexity of Further Litigation Support Approval.	6
D. The Settlement Terms and Negotiation—as Well as the Class Member Response—All Support the Conclusion that the Settlement is Fair, Adequate, and Reasonable.	6
III. Well-Established Legal Principles Support Final Approval of the Settlement.....	6
A. The Settlement is Presumed to Be Fair.....	7
B. Two-Way Costs and Other Risks Inherent in Litigation Favor Final Approval.....	8
C. The Complexity, Expense, and Likely Duration of Continued Litigation Against Defendants Favor Final Approval.....	9
D. The Opinion of Experienced Counsel Favors Final Approval.....	10
IV. The Proposed Payments and Procedures Should Be Approved.....	10
A. The Proposed Procedure for Uncashed Settlement Checks Should Be Approved.	10
B. The Requested Class Representative Service Award Should Be Approved.....	10
C. The Requested Attorneys’ Fees Should Be Approved.	11
1. The Percentage of the Fund Method Supports the Requested Fees.....	11
2. The Lodestar Cross-Check Supports the Requested Fees.....	13

1	D. The Court Should Approve the Request for Reimbursement of Costs.....	15
2	E. The Administrator’s Fees and Costs Should Be Approved.	15
3	V. Notice to the LWDA Has Been Provided.	15
4	CONCLUSION.....	16

TABLE OF AUTHORITIES

Page

State Cases

<i>7-Eleven Owners for Fair Franchising v. Southland Corp.</i> , 85 Cal. App. 4th 1135 (2000)	7
<i>Chavez v. Netflix, Inc.</i> , 162 Cal. App. 4th 43 (2008)	12
<i>Classen v. Weller</i> , 145 Cal. App. 3d 27 (1983)	5
<i>Daar v. Yellow Cab Co.</i> , 67 Cal. 2d. 695 (1967)	4
<i>Dunk v. Ford Motor Co.</i> , 48 Cal. App. 4th 1794 (1996)	7, 8
<i>Laffitte v. Robert Half Int'l</i> , 1 Cal. 5th 480 (2016)	11
<i>Lockheed Martin Corp. v. Superior Court</i> , 29 Cal. 4th 1096 (2003)	5
<i>Reese v. Wal-Mart Stores, Inc.</i> , 73 Cal. App. 4th 1225 (1999)	4
<i>Reyes v. San Diego County Board of Supervisors</i> , 196 Cal. App. 3d 1263 (1987)	4
<i>Richmond v. Dart Industries, Inc.</i> , 29 Cal. 3d 462 (1981)	4
<i>Serrano v. Priest</i> , 20 Cal. 3d 25 (1977)	11
<i>Simons v. Horowitz</i> , 151 Cal. App. 3d 834 (1984)	6
<i>Stephens v. Montgomery Ward & Co.</i> , 193 Cal. App. 3d 411 (1987)	5
<i>Vasquez v. Superior Court</i> , 4 Cal. 3d 800 (1971)	4
<i>Wershba v. Apple Computer, Inc.</i> , 91 Cal. App. 4th 224 (2001)	11

Federal Cases

<i>Boeing Co. v. Van Gemert</i> , 444 U.S. 472 (1980)	11
--	----

1	<i>Boyd v. Bechtel Corp.</i> ,	
2	485 F. Supp. 610 (N.D. Cal. 1979)	9
3	<i>Brotherton v. Cleveland</i> ,	
4	141 F. Supp. 2d 907 (S.D. Ohio 2001)	13
5	<i>Class Plaintiffs v. City of Seattle</i> ,	
6	955 F.2d 1268 (9th Cir. 1992)	6, 7
7	<i>Cook v. Niedert</i> ,	
8	142 F.3d 1004 (7th Cir. 1998)	13
9	<i>Eisen v. Carlisle & Jacquelin</i> ,	
10	417 U.S. 156 (1974).....	3
11	<i>Ellis v. Naval Air Rework Facility</i> ,	
12	87 F.R.D. 15 (N.D. Cal. 1980).....	8, 10
13	<i>Enterprise Energy Corp. v. Columbia Gas Transmission Corp.</i> ,	
14	137 F.R.D. 240 (S.D. Ohio 1991).....	13
15	<i>Fernandez v. Victoria Secret Stores LLC</i> ,	
16	2008 WL 8150856 (C.D. Cal. July 21, 2008).....	13
17	<i>Gaskill v. Gordon</i> ,	
18	160 F.3d 361 (7th Cir. 1998)	11
19	<i>Girsh v. Jepson</i> ,	
20	521 F.2d 153 (3d Cir. 1975).....	8, 9
21	<i>Hanon v. Dataproducts Corp.</i> ,	
22	976 F.2d 497 (9th Cir. 1992)	5
23	<i>Hanlon v. Chrysler Corp.</i> ,	
24	150 F.3d 1011 (1998).....	9
25	<i>In re Dun & Bradstreet Credit Servs. Customer Litig.</i> ,	
26	130 F.R.D. 366 (S.D. Ohio 1990).....	13
27	<i>In re General Motors Corp.</i> ,	
28	55 F.3d 768 (3d Cir. 1995).....	9
	<i>Linney v. Cellular Alaska P'ship</i> ,	
	151 F.3d 1234 (9th Cir. 1998)	10
	<i>Mullane v. Central Hanover Bank & Trust Co.</i> ,	
	339 U.S. 306 (1950).....	3
	<i>Officers for Justice v. Civil Serv. Comm'n</i> ,	
	688 F.2d 615 (9th Cir. 1982)	7, 9, 10
	<i>Phillips Petroleum Co. v. Shutts</i> ,	
	472 U.S. 797 (1985).....	3

1	<i>Swedish Hospital v. Shalala</i> ,	
2	1 F.3d 1261 (D.C. Cir. 1993)	13
3	<i>Van Bronkhorst v. Safeco Corp.</i> ,	
4	529 F.2d 943 (9th Cir. 1976)	7, 10
5	<i>Van Vranken v. Atlantic Richfield Co.</i> ,	
6	901 F. Supp. 294 (N.D. Cal. 1995)	11
7	<i>Vincent v. Hughes Air West, Inc.</i> ,	
8	557 F. 2d 759 (9th Cir. 1997)	11
9	<i>Young v. Katz</i> ,	
10	447 F.2d 431 (5th Cir. 1971)	9

SUMMARY OF MOTION

On January 25, 2021, Plaintiff, Celia Stewart, filed this class and Labor Code Private Attorneys General Act of 2004 (“PAGA”) action against Defendants Ritchie Bros. Auctioneers (America) Inc. and Ritchie Bros. Auctioneers Inc. The operative first amended complaint alleges claims for underpaid sick pay wages, underpaid overtime, untimely payment of wages during and upon separation of employment, inaccurate itemized wage statements, unfair competition, and penalties pursuant to PAGA. The lawsuit seeks to remedy (i) alleged underpayments of sick pay wages and overtime resulting from a failure to factor certain non-discretionary remuneration into the regular rate of pay and (ii) alleged failures to furnish wage statements showing the name of the legal entity that was the employer.

Plaintiff now seeks the Court’s final approval of the Joint Stipulation of Class Action and PAGA Settlement (the “Agreement”). The Agreement provides for a \$228,900.00 fund to be created for the benefit of the Class, from which attorneys’ fees, litigation costs, service award to the Class Representative, payment to the California Labor and Workforce Development Agency (“LWDA”), and costs of settlement administration are to be paid. The net settlement fund after these deductions will be paid to Class Members and Aggrieved Employees.

The history of this litigation was previously detailed in Plaintiff’s Preliminary Approval Motion. On November 9, 2022, the Court preliminarily approved this settlement. It directed distribution of the Notice of Class Action Settlement (“Class Notice”) and scheduled the hearing for final approval of settlement (the “Preliminary Approval Order”).

As directed by the Court, the Administrator, Phoenix Settlement Administrators, distributed the Class Notice to 151 Class Members. Declaration of Kevin Lee on behalf of Phoenix Settlement Administrators (“Admin Decl.”) ¶ 5. No requests for exclusion have been received. *Id.* ¶ 8. No objections have been filed. *Id.* ¶ 9. As such, there is a 100% participation rate. *Id.* ¶ 11. Thus, an inference can be made that the Class supports the Court’s Preliminary Approval Order finding that the Agreement is fair and reasonable.

In addition to the results of the notice process, the points discussed in Plaintiff’s Preliminary Approval Motion also support final approval of the settlement:

- The settlement provides a total settlement sum of \$228,900.00;

1 Plaintiff provided the “best notice practicable” in this case as necessary to protect the due
2 process rights of class members. *See Phillips Petroleum Co. v. Shutts*, 472 U.S. 797, 811-12 (1985)
3 (providing “best notice practicable” with description of the litigation and explanation of opt-out rights
4 satisfies due process); *Eisen v. Carlisle & Jacquelin*, 417 U.S. 156, 174-75 (1974) (explaining individual
5 notice must be sent to class members who can be identified through reasonable means); *Mullane v.*
6 *Central Hanover Bank & Trust Co.*, 339 U.S. 306, 314 (1950) (stating best practicable notice is that
7 which is “reasonably calculated, under all the circumstances, to apprise interested parties of the
8 pendency of the action and afford them an opportunity to present their objections”).

9 Here, Class Members were mailed a notice that explained the settlement and allowed Class
10 Members to seek information, ask questions, and object, if so desired. As such, proper notice has been
11 given to the Class Members. Thus, the Court may determine the fairness and adequacy of the settlement
12 and enter its Order granting final approval, secure in the knowledge that all absent Class Members have
13 been given the opportunity to participate fully in the claims, exclusion, and the approval process.

14 **II. The Fair, Adequate, and Reasonable Settlement Should Be Given Final Approval.**

15 **A. The Strength of the Case and Likelihood of Class Certification Support Approval.**

16 The Court already addressed the requirements for certifying a class for settlement purposes in its
17 Order granting preliminary approval. Plaintiff briefly addresses the requirements again here.

18 **1. The Class Is Ascertainable.**

19 “Whether a class is ascertainable is determined by examining (1) the class definition, (2) the size
20 of the class, and (3) the means available for identifying the class members.” *Reyes v. San Diego County*
21 *Board of Supervisors*, 196 Cal. App. 3d 1263, 1271 (1987); *see also* Code Civ. Proc. § 382.

22 Here, the Class is defined to include Sick Pay Class Members, Overtime Class Members, and
23 Wage Statement Class Members. Agreement § 1.5. “Sick Pay Class Member” means any current or
24 former non-exempt employee of Defendants in the State of California who was paid sick pay wages in
25 any workweek during the Class Period in which they also earned non-discretionary remuneration,
26 including profit-sharing pay. *Id.* § 1.5.1. “Overtime Class Member” means any current or former non-
27 exempt employee of Defendants in the State of California who was paid overtime wages in any
28 workweek during the Class Period in which they also earned non-discretionary remuneration, including

1 profit-sharing pay. *Id.* § 1.5.2. “Wage Statement Class Member” means any current or former non-
2 exempt employee of Defendants in the State of California during the Class Period. *Id.* § 1.5.3. The Class
3 Period is from April 4, 2021, through February 3, 2022. *Id.* § 1.7.

4 There are 151 individuals that comprise the Class. Admin Decl. ¶ 3.¹ This is more than the
5 minimum required to certify a class. Within the context of manageability, the issue is whether there
6 exists sufficient means for identifying class members at the remedial stage. *Reyes*, 196 Cal. App. 3d at
7 1274-75. Here, Class Members have already been identified and have already been sent notice.

8 **2. There Is a Community of Interest.**

9 The “community of interest” requirement embodies three separate factors: (1) predominant
10 common questions of law or fact; (2) class representatives whose claims are typical of the class; and (3)
11 class representatives who can adequately represent the class. *Richmond v. Dart Industries, Inc.*, 29 Cal.
12 3d 462, 470 (1981); *Reese v. Wal-Mart Stores, Inc.*, 73 Cal. App. 4th 1225, 1234 (1999).

13 **a. There Are Predominant Common Questions of Law and Fact.**

14 “The ultimate question in every case of this type [class actions] is whether ... the issues which
15 may be jointly tried, when compared with those requiring separate adjudication, are so numerous and
16 substantial that the maintenance of a class action would be advantageous to the judicial process and to
17 the litigants.” *Lockheed Martin Corp. v. Superior Court*, 29 Cal. 4th 1096, 1104-05 (2003).

18 Plaintiff alleges that Defendants, as a matter of common corporate policy, practice, or procedure,
19 (i) underpaid sick pay wages and overtime as a result of failures to factor certain non-discretionary
20 remuneration into the regular rate of pay and (ii) failed to furnish wage statements showing the name of
21 the legal entity that was the employer. While Defendants deny that liability could be established on a
22 class-wide basis and contend instead that liability would need to be conducted on a case-by-case basis,
23 common questions predominate Plaintiffs’ theories of liability.

24 **b. Plaintiff’s Claims Are Typical of the Class Claims.**

25 A class representative’s claim must be “typical” but not necessarily identical to the claims of
26 other class members; it is sufficient that the representative is similarly situated so that he or she will

27
28 ¹ All Class Members are also Aggrieved Employees. Agreement § 1.5. The PAGA Period is the same as
the Class Period. *Id.* § 1.7.

1 have the motive to litigate on behalf of the class. *Classen v. Weller*, 145 Cal. App. 3d 27, 45 (1983).
2 Courts look to “whether the action is based on conduct which is not unique to the named Plaintiff” and
3 whether other class members were injured by the same conduct. *Hanon v. Dataproducts Corp.*, 976 F.2d
4 497, 508 (9th Cir. 1992). The purpose of the typicality requirement “is to assure that the interest of the
5 named representative aligns with the interests of the class.” *Id.* at 508.

6 Plaintiff was employed by Defendants and alleges that she was subjected to the same payroll
7 policies as all other Class Members. Specifically, like other members of the Class, Plaintiff alleges she
8 was underpaid sick pay wages and overtime wages in light of profit-sharing pay she earned. Declaration
9 of Celia Stewart (“Stewart Decl.”) ¶ 2. She also alleges she was not provided with accurate itemized
10 wage statements. *Id.* In sum, Plaintiff alleges she was subjected to the same policies and practices as
11 other Class Members. Plaintiff’s claims thus are typical to those of Class Members.

12 **c. Plaintiff Adequately Represented the Class.**

13 The class representative, through qualified counsel, must be capable of “vigorously and
14 tenaciously” protecting the interests of the class members. *Simons v. Horowitz*, 151 Cal. App. 3d 834,
15 846 (1984). Here, Plaintiff does not have any interests adverse to the Class, nor have any such issues
16 been raised or presented. Plaintiff has taken all necessary steps to represent the interests of the Class,
17 including providing information and documents to her counsel and reviewing pleadings in this case.
18 Stewart Decl. ¶¶ 3-5. For such reasons, Plaintiff has adequately represented Class Members.

19 **B. Defendants’ Allegations and Position on Class Certification Support Approval.**

20 Defendants assert that even assuming that a class could have been certified, Plaintiff would be
21 unable to establish classwide liability. For example, with respect to wage statement liability, Defendants
22 contended that (i) PAGA penalties would enable up to \$100 (not \$250) per violation, (ii) PAGA
23 penalties in any event be subject to discretionary reductions, and (iii) liability under Section 226(e)
24 would be subject to additional defenses requiring proof of injuries resulting from knowing and
25 intentional violations.² Likewise, with respect to sick pay and overtime liability, Defendants contended
26 that they would not be subject to Section 203 penalties, based on a good faith defense. Based thereon,
27 Defendants continue to maintain that they are not liable for the allegations made by Plaintiff.

28 _____
² Except as otherwise noted, all “Section” references are to the Labor Code.

1 **C. Risks, Expenses, and Complexity of Further Litigation Support Approval.**

2 Plaintiff believes that a class can be certified. However, Plaintiff also believes in the fairness of
3 the settlement that is based on factoring in the uncertainty and risks involved in not prevailing on one or
4 more of the causes of action or theories alleged in the operative Complaint, the possibility of non-
5 certification, and the potential for appeals.

6 There is always a risk that the court will not grant certification of the class. As Defendants allege
7 that a class could not have been certified, there was at least a substantial risk that Plaintiff would not
8 have obtained the total amount of damages alleged, and a substantial number of complex issues that
9 would have necessitated significant expenditure of time and expenses. Therefore, the risks, expenses,
10 and complexity of further litigation warrant granting of this motion.

11 **D. The Settlement Terms and Negotiation—as Well as the Class Member Response—**
12 **All Support the Conclusion that the Settlement is Fair, Adequate, and Reasonable.**

13 Without reiterating the details in the Preliminary Approval Motion showing that the Agreement
14 (and the negotiation process that led up to it) is fair and adequate, Plaintiff highlights the following facts.
15 The Agreement was the product of negotiation between highly able and experienced attorneys on both
16 sides who possessed the relevant data and extensive legal research which they had carefully analyzed.
17 Declaration of Larry W. Lee (“Lee Decl.”) ¶¶ 4-5.

18 Following notice to the Class, not a single request for exclusion or objection to the settlement
19 was received. Admin Decl. ¶¶ 8-9. The Court may appropriately infer that the class action settlement is
20 fair, adequate, and reasonable, given that not a single Class Member has submitted an objection. *See*
21 *Class Plaintiffs v. City of Seattle*, 955 F.2d 1268, 1291 (9th Cir. 1992). Indeed, the Class Member
22 response suggests the preliminarily approval settlement should now be granted final approval.

23 **III. Well-Established Legal Principles Support Final Approval of the Settlement.**

24 On a motion for final approval of a class action settlement under Code of Civil Procedure section
25 382 and Rule 3.769 of the California Rules of Court, a court’s inquiry is whether the settlement is “fair,
26 adequate and reasonable.” *Officers for Justice v. Civil Serv. Comm’n*, 688 F.2d 615, 625 (9th Cir. 1982).
27 A settlement is fair, adequate, and reasonable, and therefore merits final approval, when “the interests of
28 the class are better served by the settlement than by further litigation.” *See Manual for Complex*

1 *Litigation, Fourth* § 21.6 at 309 (Fed. Jud. Ctr., 4th ed. 2004) (“MCL”). The law favors settlement,
2 particularly in class actions and other complex cases, where substantial resources can be conserved by
3 avoiding the time, cost, and rigors of formal litigation. *See* 4 Alba Conte & Herbert B. Newberg,
4 *Newberg on Class Actions* § 11.41 (4th ed. 2002); *Class Plaintiffs v. City of Seattle*, 955 F.2d 1268,
5 1276 (9th Cir. 1992); *Van Bronkhorst v. Safeco Corp.*, 529 F.2d 943, 950 (9th Cir. 1976).

6 Although the Court possesses “broad discretion” in determining that a proposed class action
7 settlement is fair, the Court’s role must be limited to the extent necessary to reach a reasoned judgment
8 that the agreement is not the product of fraud or overreaching by, or collusion between, the negotiating
9 parties, and that the settlement, taken as a whole, is fair, reasonable, and adequate to all concerned. *See*
10 *Officers for Justice*, 688 F.2d at 625. Accordingly, the Court should give due regard to what is otherwise
11 a “private consensual agreement” between the parties. *Id.*; *see also Church v. Consolidated Freightways,*
12 *Inc.*, 1993 WL 149840 (N.D. Cal. 1993); *In re Wash. Pub. Power Supply Sys. Sec. Litig.*, 720 F. Supp.
13 1379 (D. Ariz. 1989), *aff’d sub nom.*; *City of Seattle*, 955 F.2d 1268; MCL § 21.6 at 309 (“The judicial
14 role in reviewing a proposed settlement is critical, but limited to approving the proposed settlement,
15 disapproving it, or imposing conditions on it. The judge cannot rewrite the agreement”).

16 As the Court of Appeal has cautioned:

17 It cannot be overemphasized that neither the trial court in approving the settlement nor
18 this Court in reviewing that approval have the right or duty to reach any ultimate
19 conclusions on the issues of fact and law which underlie the merits of the dispute. It is
20 well settled that in the judicial consideration of proposed settlements, ‘the [trial] judge
does not try out or attempt to decide the merits of the controversy,’ [citation] and the
appellate court ‘need not and should not reach any dispositive conclusions on the
admittedly unsettled legal issue.

21 *7-Eleven Owners for Fair Franchising v. Southland Corp.*, 85 Cal. App. 4th 1135, 1146 (2000).

22 A court’s review and approval of a PAGA settlement is subject to a similar standard as that for
23 class action settlement approval. A court should evaluate a PAGA settlement to determine whether it is
24 fair, reasonable, and adequate in view of PAGA's purposes to remediate present labor law violations,
25 deter future ones, and to maximize enforcement of state labor laws. *Moniz v. Adecco USA, Inc.*, 72 Cal.
26 App. 5th 56, 77 (2021).

27 **A. The Settlement is Presumed to Be Fair**

28 The Court should begin with the presumption that the settlement is fair and should be approved:

[A] presumption of fairness exists where: (1) the settlement is reached through arm's-length bargaining; (2) investigation and discovery are sufficient to allow counsel and the court to act intelligently; (3) counsel is experienced in similar litigation; and (4) the percentage of objectors is small.

Dunk v. Ford Motor Co., 48 Cal. App. 4th 1794, 1802 (1996); accord, *Ellis v. Naval Air Rework Facility*, 87 F.R.D. 15, 18 (N.D. Cal. 1980); *In re Wash. Pub Power Supply*, 720 F. Supp. at 1387.

The settlement in the case at bar warrants approval and carries a presumption of fairness. As previously noted in the application for Preliminary Approval, this current settlement was negotiated at arm's length. Lee Decl. ¶¶ 4-5. Class Counsel engaged in extensive factual investigation before settling, including the exchange of formal and informal discovery and class data enabling Class Counsel to evaluate the full extent of Defendants' potential liability. *Id.* ¶ 4. Further, Class Counsel is highly experienced in this type of litigation. As shown in the supporting declarations, Class Counsel has significant experience in class actions and employment wage and hour matters. *Id.* ¶¶ 6-8; Declaration of Simon L. Yang ("Yang Decl.") ¶¶ 4-6.

B. Two-Way Costs and Other Risks Inherent in Litigation Favor Final Approval.

To assess the fairness, adequacy, and reasonableness of a class action settlement, the Court also should weigh the immediacy and certainty of substantial settlement proceeds against the risks inherent in continued litigation. *See also In re General Motors Corp.*, 55 F.3d 768, 806 (3d Cir. 1995) ("present value of the damages plaintiffs would likely recover if successful, appropriately discounted for the risk of not prevailing, should be compared with the amount of the proposed settlement"); *Girsh v. Jepson*, 521 F.2d 153, 157 (3d Cir. 1975); *Boyd v. Bechtel Corp.*, 485 F. Supp. 610, 616-17 (N.D. Cal. 1979).

If Plaintiff pursued this case without settlement and failed to prevail, Plaintiff would have been potentially responsible for Defendants' costs. Likewise, any other current or former employees that bring individual claims also would face the uncertainty of prevailing and the possibility of paying costs to Defendants. For that reason, many of these current and former employees likely would not pursue claims. This lawsuit thus achieves a true benefit for the Class that they otherwise might not get or even seek as individuals. Here, given that a fair and reasonable settlement has been reached, neither Plaintiff nor any of the Class Members will be required to pay for Defendants' litigation costs.

1 The risks of this case were weighed by Class Counsel and should be considered a significant
2 factor by the Court in its determination of final approval. Class Counsel obtained a significant settlement
3 for the Class that resulted in a fair recovery which at the same time provides for finality and no risk of
4 costs by the Class Members or Class Representative.

5 The Agreement also affords the Class prompt, fair relief while avoiding significant legal and
6 factual battles that otherwise may have prevented the Class from obtaining any recovery at all. While
7 Class Counsel believe the Class Members' claims are meritorious and can be successfully litigated, they
8 are experienced and fully understand the inherent risks and uncertainty involved with such matters as the
9 resolution of class certification, the outcome of a potential trial, and the outcome of any appeals that
10 would inevitably follow should the Class prevail at trial. Class Counsel has also assessed the same risks
11 in connection with the current settlement. Because the settlement provides immediate and substantial
12 relief, without the attendant risks and delay of continued litigation—not to mention the threat of
13 litigation fees and costs—Class Counsel believe that the settlement warrants the Court's final approval.

14 **C. The Complexity, Expense, and Likely Duration of Continued Litigation Against**
15 **Defendants Favor Final Approval.**

16 Another factor considered by courts in approving a settlement is the complexity, expense, and
17 likely duration of the litigation. *See Officers for Justice*, 688 F.2d at 625; *Girsh*, 521 F.2d at 157. In
18 applying this factor, courts weigh the benefits of settlement against the expense and delay involved in
19 achieving a favorable result at trial. *Young v. Katz*, 447 F.2d 431, 433-34 (5th Cir. 1971).

20 As noted above, continued litigation could have led to appeals on several issues. On the other
21 hand, the settlement that was reached provides to all Class Members—regardless of their means—fair
22 relief in a prompt and efficient manner. Were the Court to deny final approval, the Class Members
23 would be left without a remedy as a practical matter and courts across the State would have to address
24 the issues presented here in a piecemeal, costly, and time-consuming manner. The settlement in this case
25 is therefore consistent with the “overriding public interest in settling and quieting litigation” that is
26 “particularly true in class action suits.” *See Van Bronkhorst*, 529 F.2d at 950; *see also 4 Newberg* §
27 11.41. Here, litigation of this case through trial and appeals would require extended litigation.
28

1 **D. The Opinion of Experienced Counsel Favors Final Approval.**

2 Class Counsel supports the settlement as fair, reasonable, and adequate, as in the best interest of
3 the Class Members as a whole, and fair, reasonable, and adequate in view of PAGA's purposes. Lee
4 Decl. ¶ 5; Yang Decl. ¶ 2. Similarly, counsel for Defendants is in favor of this settlement. The
5 endorsement of qualified and well-informed counsel of a settlement as fair, reasonable, and adequate is
6 entitled to significant weight by the Court in its final approval determination. *See Officers for Justice*,
7 688 F.2d at 625; *Ellis*, 87 F.R.D. at 18; *Boyd*, 485 F. Supp. at 617; *Linney v. Cellular Alaska P'ship*, 151
8 F.3d 1234, 1242 (9th Cir. 1998).

9 **IV. The Proposed Payments and Procedures Should Be Approved.**

10 **A. The Proposed Procedure for Uncashed Settlement Checks Should Be Approved.**

11 As referenced in the Motion for Preliminary Approval, to the extent any uncashed settlement
12 funds remain after 180 days, the Parties have agreed that the funds (upon the expiration date) would be
13 distributed pursuant to Code of Civil Procedure section 384 with 100% of the sum to be paid to the
14 LWDA. None of the settlement funds will revert to Defendants.

15 **B. The Requested Class Representative Service Award Should Be Approved.**

16 Class Representative Celia Stewart requests a service award of \$10,000.00. Plaintiff met with
17 Class Counsel to provide substantive information regarding Defendants' practices. Stewart Decl. ¶ 3.
18 Plaintiff provided invaluable information, evidence, and documents that resulted in this settlement.

19 In addition to the invaluable services that she provided and approximately 50 hours she devoted
20 to the litigation on behalf of the Class, Stewart Decl. ¶ 3, Plaintiff took significant risks, both
21 professionally and monetarily, in acting as Class Representative to seek benefits for the Class. Because
22 the claims Plaintiff alleged involved the payment of costs to the prevailing party, Plaintiff could have
23 possibly faced paying the costs of Defendants had she not prevailed in this action. Moreover, Plaintiff
24 understood that an individual case would have resolved much faster than a class action and involved
25 much less financial risk than a class action. Despite this, however, Plaintiff agreed to pursue this case on
26 behalf of the Class. Stewart Decl. ¶ 8.

27 Also, given that future employers are much less likely to hire individuals who have filed
28 employment-related lawsuits, particularly cases of this nature, the Class Representative also faces

1 significant risk in not being able to find suitable employment, all as a result of filing of this case against
2 Defendants. Plaintiff took these risks upon herself to the benefit of the Class. Stewart Decl. ¶ 8. Class
3 Members did not have to file individual lawsuits and bear the risks of payment of costs if they did not
4 prevail, nor did they have to face the potential for retaliation and not getting future employment had they
5 filed a lawsuit which is a public record. These are significant benefits that weigh in favor of granting the
6 requested award. Moreover, this litigation has resulted in a significantly valuable benefit to the Class,
7 and Plaintiff took on substantial risks in helping to get this financial benefit to the Class. As such, the
8 award should be granted to Plaintiff for her commitment, dedication, and risks taken for this litigation.

9 Equally important, Plaintiff provided a general release and waiver of the protections of Civil
10 Code section 1542. Stewart Decl. ¶ 9. This is a more extensive release than that provided by the Class at
11 large and also supports the request for the award.³

12 **C. The Requested Attorneys' Fees Should Be Approved.**

13 **1. The Percentage of the Fund Method Supports the Requested Fees.**

14 Class Counsel seeks a fee award calculated at 33⅓% of the total value of the settlement for the
15 successful prosecution and resolution of this action. California state and federal courts have recognized
16 that an appropriate method for determining award of attorneys' fees is based on a percentage of the total
17 value of benefits to class members by the settlement. *Wershba v. Apple Computer, Inc.*, 91 Cal. App. 4th
18 224, 254 (2001); *Serrano v. Priest*, 20 Cal. 3d 25, 34 (1977) ; *Boeing Co. v. Van Gemert*, 444 U.S. 472,
19 478 (1980); *Vincent v. Hughes Air West, Inc.*, 557 F.2d 759, 769 (9th Cir. 1997). The purpose of this
20 equitable doctrine is to avoid unjust enrichment to the Class and to "spread litigation costs
21 proportionally among all the beneficiaries so that the active beneficiary does not bear the entire burden
22 alone." *Vincent*, 557 F.2d at 769.

24 ³ Courts have routinely granted approval of settlements containing such incentive awards. *See Van*
25 *Vranken v. Atlantic Richfield Co.*, 901 F. Supp. 294, 299-300 (N.D. Cal. 1995) (incentive award of
26 \$50,000); *In re Dun & Bradstreet Credit Servs. Customer Litig.*, 130 F.R.D. 366, 374 (S.D. Ohio 1990)
27 (two incentive awards of \$55,000, and three incentive awards of \$35,000); *Brotherton v. Cleveland*, 141
28 F. Supp. 2d 907, 913-14 (S.D. Ohio 2001) (granting a \$50,000 incentive award); *Enter. Energy Corp. v.*
Columbia Gas Transmission Corp., 137 F.R.D. 240, 251-52 (S.D. Ohio 1991) (\$50,000 awarded to each
class representative); *Glass v. UBS Fin. Servs.*, 2007 U.S. Dist. LEXIS 8476, at *51-52 (N.D. Cal. Jan.
27, 2007) (awarding \$25,000 incentive award in FLSA overtime wages class action); *Cook v. Niedert*,
142 F.3d 1004, 1016 (7th Cir. 1998) (affirming \$25,000 incentive award to class representative).

1 The California Supreme Court has provided guidance regarding the award of attorneys' fees in
2 wage and hour class action settlements. Under California law, the award of attorneys' fees in common
3 fund wage and hour class action settlements should start with the percentage method. *See Laffitte v.*
4 *Robert Half Int'l*, 1 Cal. 5th 480, 503 (2016) ("We join the overwhelming majority of federal and state
5 courts in holding that when class action litigation establishes a monetary fund for the benefit of the class
6 members, and the trial court in its equitable powers awards class counsel a fee out of that fund, the court
7 may determine the amount of a reasonable fee by choosing an appropriate percentage of the fund
8 created"). Under the percentage of the fund method, a court's objective remains to "mimic the market"
9 in fixing a reasonable fee. *See Gaskill v. Gordon*, 160 F.3d 361, 363 (7th Cir. 1998) (Posner, J.) ("When
10 a fee is set by a court rather than by contract, the object is to set it at a level that will approximate what
11 the market will set The judge, in other words, is trying to mimic the market in legal services.").

12 First, the fee award representing 33⅓% of the fund clearly falls within that range and is
13 consistent with other rulings of other courts and comprehensive surveys of class action settlements and
14 fee awards. Attorneys' fees awards of 35% of the fund are within the expected range in the "market in
15 legal services. *See Fitzpatrick, An Empirical Study of Class Action Settlements and Their Fee Award*, 7
16 J. Empirical Leg. Stud. 811, 833 (2010) (analyzing 444 cases between 2006-2007 and concluding that
17 "[m]ost fee awards were between 25 percent and 35 percent").⁴

18 Second, the results delivered by Class Counsel also support the requested percentage of the fund.
19 Here, Plaintiff and her counsel secured a \$228,900.00 settlement and zero Class Members chose to opt
20 out. Zero chose to object.

21 Third, "the response of the class members to attorneys' fee notice, though not decisive, is
22 relevant to the ... reasonable determination" regarding fees. *Swedish Hospital v. Shalala*, 1 F.3d 1261,
23 1272 (D.C. Cir. 1993). A positive response rate tends to suggest that the court's "approximation of the
24

25 ⁴ Such a fee award mimics the market and "is supported by the fact that typical contingency fee
26 agreements provide that class counsel will recover 33% if the case is resolved before trial and 40% if the
27 case is tried." *Fernandez v. Victoria Secret Stores LLC*, 2008 WL 8150856, at *16 n.59 (C.D. Cal. July
28 21, 2008) (citing Brickman, *Effective Hourly Rates of Contingency-Fee Lawyers: Competing Data and Non-Competitive Fees* (Fall 2003) 81 Wash U. L. Q. 653, 659 n. 11). Indeed, a fee award of 35% of the fund is consistent with "empirical studies [that] show that ... fee awards in class actions average around one-third of the recovery." *Chavez v. Netflix, Inc.*, 162 Cal. App. 4th 43, 66 n.11 (2008).

1 market” for fees is well supported. *Id.* at 1269. Here, the Class Notice specifically notified the Class that
2 Class Counsel would be seeking \$76,300.00 in attorneys’ fees. Again, there were no objections.

3 Fourth, it is recognized that one of the primary factors justifying an enhanced attorney’s fees
4 reward is the attendant risks inherent in the litigation. As observed in *City of Detroit v. Grinnell Corp.*:

5 No one expects a lawyer whose compensation is contingent upon his success to charge, when
6 successful, as little as he would charge a client who had agreed to pay for his services, regardless
7 of success. Nor, particularly in complicated cases producing large recoveries, is it just to make a
8 fee depend solely on the reasonable amount of time expended.

9 495 F.2d 448, 470 (2d Cir. 1974). Here, it is clear that a settlement fund of \$228,900.00 has been
10 created. For Class Counsel, the fees here were wholly contingent in nature and the case presented far
11 more risk than the usual contingent fee case. Among the risks was the cost inherent in class action
12 litigation, as well as a long battle with a corporate Defendants who had retained a premier and highly
13 experienced defense firm. For such reasons, Class Counsel’s request for attorneys’ fees in the amount of
14 \$76,300.00 is fair, reasonable, and adequate.

15 **2. The Lodestar Cross-Check Supports the Requested Fees.**

16 The amount requested is reasonable for an additional reason. While the primary method
17 employed to determine fees is the percentage method, courts have discretion to use the lodestar method
18 to “cross-check” the amount of fees calculated by way of percentage. The *Laffitte* court emphasized,
19 however, that “the lodestar calculation, when used in this manner, does not override the trial court’s
20 primary determination of the fee as a percentage of the common fund and thus does not impose an
21 absolute maximum or minimum on the potential fee award.” *Laffitte*, 1 Cal. 5th at 505 (emphasis
22 added); *In re Rite Aid Corp. Secs. Litig.*, 396 F.3d 294, 306-307 (3d Cir. 2005) (“[The lodestar cross-
23 check does not trump the primary reliance on the percentage of common fund method”).

24 Courts find reasonable multipliers in a lodestar cross-check can “range from 2 to 4 or even
25 higher.” *Wershba v. Apple Computer, Inc.*, 91 Cal. App. 4th 224, 255 (2001).⁵ Indeed, the intermediate
26 court in *Laffitte*—after finding that “2 to 4” is a reasonable range for multipliers on a cross-check—

27 ⁵ *Accord Chavez*, 162 Cal. App. 4th at 60 (applying a 2.5 multiplier on a lodestar cross-check); *Sutter*
28 *Health Uninsured Pricing Cases*, 171 Cal. App. 4th 495, 512 (2009) (applying a 2.52 multiplier on a
cross-check); *City of Oakland v. Oakland Raiders*, 203 Cal. App. 3d 78 (1988) (affirming a 2.34
multiplier without remand).

1 affirmed a 2.13 multiplier. *Laffitte*, 231 Cal. App. 4th at 881-82.⁶ Moreover, the Ninth Circuit has cited
2 with approval a comprehensive study of fees awarded by the percentage method showing that the
3 majority of multipliers awarded are “in the 1.5-3.0” range. *See Vizcaino v. Microsoft Corp.*, 290 F.3d
4 1043, 1051 (9th Cir. 2002) (affirming a multiplier of 3.65 in an employment class action case and
5 analyzing the multiplier awarded in over 30 cases).⁷

6 With respect to Class Counsel’s lodestar, at least 108.8 hours have been expended by just one of
7 the three Class Counsel litigating this case. Yang Decl. ¶ 8, Ex. A. Moreover, that Class Counsel expects
8 to incur approximately 5.0 hours of anticipated time spent to attend the final approval hearing and secure
9 final approval, as well as after approval to respond to phone calls and correspondence from the
10 administrator, defense counsel, and Class Members, and to prepare a final accounting. Yang Decl. ¶ 8.
11 Courts are quite liberal in the evidence required to prove an attorney’s hours. Detailed time records are
12 not required; an attorney’s testimony alone may suffice: “Testimony of an attorney as to the number of
13 hours worked on a particular case is sufficient evidence to support an award of attorney fees, even in the
14 absence of detailed time records.” *Martino v. Denevi*, 182 Cal. App. 3d 553, 559 (1986).

15 Reasonable hours include, in addition to time spent during litigation, the time spent before the
16 action is filed, including time spent interviewing the clients, investigating the facts and the law, and
17 preparing the initial pleadings. *New York Gaslight Club, Inc. v. Carey*, 447 U.S. 54, 62 (1980). The fee
18 award should also include fees incurred to establish and defend the attorneys’ fee claim. *Serrano v.*
19 *Unruh*, 32 Cal. 3d 621, 639 (1982). The hours for which Plaintiff’s Counsel seeks compensation involve
20 only these types of tasks. Thus, the number of hours for which fees are sought is reasonable.

21 A reasonable hourly rate is the prevailing rate charged by attorneys of similar skill and
22 experience in the relevant community. *PLCM Group, Inc. v. Drexler*, 22 Cal. 4th 1084, 1095 (2000).

24 ⁶ The intermediate court opinion was affirmed in full upon review by the California Supreme Court.

25 ⁷ Federal district courts applying California law have likewise routinely approved cross-check
26 multipliers between 2.0 and 3.0 in employment cases. *See, e.g., Willner v. Manpower Inc.*, 2015 WL
27 3863625, at *7 (N.D. Cal. June 22, 2015) (affirming a 2.10 multiplier on settlement of California Labor
28 Code violations); *Dyer v. Wells Fargo Bank, N.A.*, 303 F.R.D. 326, 334 (N.D. Cal. 2014) (approving
attorneys’ fees that resulted in lodestar multiplier of 2.83); *Hopkins v. Stryker Sales Corp.*, 2013 WL
496358, at *5 (N.D. Cal. Feb. 6, 2013) (approving a multiplier of 2.76 in settlement of Labor Code
violations). Other courts have found even higher multipliers to be reasonable by comparison to other
cases. *See Craft v. County of San Bernardino*, 624 F. Supp. 2d 1113, 1125-26 (C.D. Cal. 2008)
(approving a 5.2 multiplier after surveying a large body of cases affirming a higher multiplier).

1 The court may consider other factors when determining a reasonable hourly rate, *e.g.*, the attorney's skill
2 and experience, the nature of the work performed, the relevant area of expertise and the attorney's
3 customary billing rates. *Flannery v. California Highway Patrol*, 61 Cal. App. 4th 629, 632-33 (1998).

4 While Mr. Lee's hourly rate is \$800 and Mr. Marder's hourly rate is \$750, Mr. Yang's hourly
5 rate is \$725. Yang Decl. ¶ 7. Plaintiff's Counsel's skill and experience justify the requested rates. As
6 shown in the supporting declarations, Plaintiff's Counsel has significant experience in the area of
7 employment and wage and hour class and representative actions. Plaintiff's Counsel's practices focus on
8 representing employees in employment matters, particularly wage and hour cases on a contingency
9 basis. Lee Decl. ¶¶ 6-8; Yang Decl. ¶¶ 4-6.

10 Based on the rates and 113.8 total hours for just one of the three Class Counsel, the lodestar
11 through the finalization of this settlement will be approximately \$82,505.00. Yang Decl. ¶ 8. The
12 lodestar exceeds the requested attorneys' fees and results in a negative multiplier of approximately 0.92.
13 Again, the requested fees are reasonable and fair, based on the factors described above. The cross-check
14 also supports the requested fees.

15 **D. The Court Should Approve the Request for Reimbursement of Costs.**

16 The request for reimbursement of costs, in the amount of \$10,065.24 is fair and reasonable. As
17 set forth in Plaintiff's counsel's declaration, the costs were all directly incurred in the prosecution of this
18 action. Lee Decl. ¶ 9, Ex. A. As such, this request should be approved.

19 **E. The Administrator's Fees and Costs Should Be Approved.**

20 Pursuant to the terms of the Agreement, the fees and costs of the Administrator, Phoenix
21 Administrators, are to be paid out of the class settlement funds. As shown in the Declaration of Kevin
22 Lee, the settlement administration fees expended in this matter amount to a total of \$6,250.00, which is
23 less than the amount that was agreed upon by the Parties. Admin Decl. ¶ 17. For such reasons, it is
24 requested that the Administrator's fees be approved.

25 **V. Notice to the LWDA Has Been Provided.**

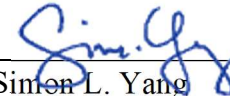
26 On November 18, 2022, Plaintiff uploaded the Order Granting Plaintiff's Motion for Preliminary
27 Approval of Class Action Settlement to the LWDA's website. Lee Decl. ¶ 10. Concurrent with the filing
28 of this motion, Plaintiff also has uploaded the final approval motion to the LWDA. *Id.*

1 **CONCLUSION**

2 Plaintiff respectfully submits that the standards for final approval have been met and the terms of
3 the Agreement are fair, adequate, and reasonable. Accordingly, Plaintiff respectfully requests that the
4 Court enter an Order in the form proposed and submitted.

5 DATED: February 2, 2023

DIVERSITY LAW GROUP, P.C.

6 By:  _____

7 Simon L. Yang

8 Attorneys for Plaintiff
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

1 **PROOF OF SERVICE**

2 **(Code of Civil Procedure Sections 1013a, 2015.5)**

3
4 STATE OF CALIFORNIA]
5]ss.
6 COUNTY OF LOS ANGELES]

7 I am employed in the County of Los Angeles, State of California. I am over the age of 18
8 and not a party to the within action; my business address is 515 S. Figueroa Street, Suite 1250,
9 Los Angeles, California 90071.

10 On February 2, 2023, I served the following document(s) described as:

- 11 **1. PLAINTIFF'S NOTICE OF MOTION AND MOTION FOR FINAL**
APPROVAL OF CLASS ACTION SETTLEMENT; MEMORANDUM OF
POINTS AND AUTHORITIES IN SUPPORT
- 12 **2. DECLARATION OF LARRY W. LEE IN SUPPORT OF PLAINTIFF'S**
MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT
- 13 **3. DECLARATION OF KEVIN LEE WITH RESPECT TO NOTICE AND**
SETTLEMENT ADMINISTRATION
- 14 **4. DECLARATION OF SIMON L. YANG IN SUPPORT OF PLAINTIFF'S**
MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT
- 15 **5. DECLARATION OF CELIA STEWART IN SUPPORT OF PLAINTIFF'S**
MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT
- 16 **6. [PROPOSED] ORDER GRANTING MOTION FOR FINAL APPROVAL OF**
CLASS ACTION SETTLEMENT AND FINAL JUDGMENT

17 on the interested parties in this action as follows:

18 Michael Droke
19 Dorsey & Whitney LLP
20 701 5th Avenue, Suite 6100
21 Seattle, WA 98104

*Attorneys for Defendants Ritchie
Bros. Auctioneers (America), Inc.;*
Ritchie Bros. Auctioneers, Inc.

Droke.michael@dorsey.com

22 Jessica L. Linehan
23 Maria Santos
24 Marina M. Lyons
25 Dorsey & Whitney LLP
26 600 Anton Boulevard, Suite 2000
27 Costa Mesa, CA 92626-7655

*Attorneys for Defendants Ritchie
Bros. Auctioneers (America), Inc.;*
Ritchie Bros. Auctioneers, Inc.

Linehan.Jessica@dorsey.com
Santos.Maria@dorsey.com
Lyons.Marina@dorsey.com

1
2 X BY ELECTRONIC SERVICE: Based on a court order I caused the above-
3 entitled document(s) to be served through the ACE E-Filing System at the website
4 www.efile.acelegal.com, addressed to all parties appearing on the electronic service list for the
5 above-entitled case. The service transmission was reported as complete and a copy of the filing
6 receipt/confirmation will be filed, deposited, or maintained with the original document(s) in this
7 office.

8
9 I declare under penalty of perjury under the laws of the State of California that the above
10 is true and correct. Executed on February 2, 2023, at Los Angeles, California.
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28



Erika Mejia