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13 Malachi Maynard

14 SUPERIOR COURT OF THE STATE OF CALIFORNIA
15 COUNTY OF ALAMEDA

16 Malachi Maynard, in his individual and
17 representative capacity,

18 Plaintiff,

19 v.

20 TaskRabbit, Inc., IKEA North America
21 Services, LLC, IKEA US Retail LLC.
22 and DOES 1 through 10, inclusive,

23 Defendants.

CASE NO.: 21CV003513

**REQUEST FOR JUDICIAL NOTICE
IN SUPPORT OF PLAINTIFF'S
MOTION FOR APPROVAL OF
INDIVIDUAL PAGA SETTLEMENT,
ATTORNEY FEES, AND COSTS**

Date: April 3, 2025

Time: 10:00 AM

Dept: 23

Judge: Hon. Michael Markman

Reservation ID: 513243901220

1 In connection with his Motion for Attorney Fees, Plaintiff and PAGA
2 Representative Malachi Maynard respectfully asks this Court to take judicial notice of the
3 following exhibits and the information contained therein. This Court may take judicial
4 notice of these exhibits under California Evidence Code §§452(d) and 452(h).

5 Judicial notice of Exhibits 1-7 is appropriate under California Evidence Code
6 §452(d), permitting courts to take judicial notice of “[r]ecords of . . . any court of record
7 of the United States or of any state of the United States.” As Exhibits 1-7 constitute
8 records of the United States and the State of California, judicial notice of these exhibits is
9 proper. Exhibits 1-7 are relevant because they consist of cases similar to the case at bar
10 from California State and Federal courts in which courts either: 1) awarded attorney fees
11 at or above 40% of the common fund, or 2) approved Plaintiff’s Counsel’s hourly rate.

12 **I. CASES IN WHICH COURTS AWARDED ATTORNEY FEES**
13 **AS A PERCENTAGE OF THE COMMON FUND**

14 1. *Wren v. RGIS Inventory Specialists*, 2011 U.S. Dist. LEXIS 38667 (N.D.
15 Cal. Apr. 1, 2011). The Northern District Court awarded attorney fees representing 42%
16 of the common fund of \$27 million. A true and correct excerpt of the order awarding
17 fees and granting settlement approval is attached hereto as Exhibit 1.

18 2. *Gonzalez v. Freedom Communications*, Case No. 03CC08756 (2009).
19 The Orange County Superior Court awarded attorney fees representing 55% of the
20 common fund of \$22,000,000. A true and correct copy of the order awarding fees and
21 the order for preliminary approval setting forth the amount of the common fund amount
22 is attached hereto as Exhibit 2.

23 3. *Coordination Proceeding Special Title Rule 1550b Natural Gas Trust*
24 *Cases*, 2006 Cal. Super. LEXIS 889 (July 20, 2006). The San Diego Superior Court
25 awarded attorney fees representing 42% of the settlement common fund of \$325,000,000
26 at the resolution of a six-year case, and approving a lodestar multiplier of 4.33. A true
27 and correct excerpt of the order approving the fee is attached hereto as Exhibit 3.
28

II. CASES AFFIRMING PLAINTIFF'S COUNSEL'S HOURLY RATES

4. *Ortega v. Global Tel*Link et al.* (BC636438), Judge Amy D. Hogue of the Los Angeles Superior Court approved my current hourly rate, holding that "Plaintiffs' Counsel Allen Graves' current hourly rate of Six Hundred Twenty-five Dollars (\$625) per hour is reasonable and appropriate in light of Counsel's skill and experience."

A true and correct copy of the order granting final approval is attached hereto as Exhibit 4.

5. *Gellman v. ADESA California, LLC, et al.* (RIC1819601). Judge Sunshine S. Sykes of the Riverside Superior Court approved Plaintiff's Counsel's hourly rate (at the time \$625 per hour) as reasonable and appropriate in light of his skill and experience. The Court made the same finding with regard to the then-current hourly rates for each of the two current associates and the current paralegal who has billed time to this case. A true and correct copy of the judgment and order granting final approval is attached hereto as Exhibit 5.

6. *LaBorde v. Lyft* (BC707667). Judge Elihu M. Berle of the Los Angeles Superior Court approved Plaintiff's Counsel's hourly rate (at the time \$625 per hour) as reasonable and appropriate in light of his skill and experience. The Court made the same finding with regard to the then-current hourly rates for each of the two current associates and the current paralegal who has billed time to this case. A true and correct copy of the order granting final approval is attached hereto as Exhibit 6.

7. *Cubias et al. v. Carl Karcher Enterprises, et al.* (JCCP No. 4537). Judge Thomas Anderle of the Santa Barbara Superior Court approved Plaintiff's Counsel's hourly rate (at the time \$685 per hour) as reasonable and appropriate in light of his skill and experience. The Court made the same finding with regard to the then-current hourly rates for each of the two current associates and the current paralegal who has billed time to this case. A true and correct copy of the order granting final approval is attached hereto as Exhibit 7.

1 DATED: December 27, 2024

THE GRAVES FIRM

2
3
4 By:



ALLEN GRAVES

Counsel for Plaintiff

Malachi Maynard

[Wren v. RGIS Inventory Specialists](#)

United States District Court for the Northern District of California

April 1, 2011, Decided; April 1, 2011, Filed

No. C-06-05778 JCS

Reporter

2011 U.S. Dist. LEXIS 38667 *; 2011 WL 1230826

TRISHA WREN, et al., Plaintiffs, v. RGIS
INVENTORY SPECIALISTS, Defendant.

Subsequent History: Supplemental opinion at, Costs and fees proceeding at, Request granted [Wren v. RGIS Inventory Specialists, 2011 U.S. Dist. LEXIS 51634 \(N.D. Cal., May 13, 2011\)](#)

Prior History: [Wren v. RGIS Inventory Specialists, 2009 U.S. Dist. LEXIS 74789 \(N.D. Cal., Aug. 24, 2009\)](#)

Core Terms

settlement, Plaintiffs', attorney's fees, Declaration, class member, awards, named plaintiff, settlement agreement, class action, costs, settlement amount, hourly rate, parties, final approval, discovery, billed, paralegals, expenses, calculation, damages, documents, motions, approving, factors, proposed settlement, employees, expended, travel, mediation, lodestar

Case Summary

Overview

Class action settlement totaling \$27 million in an FLSA case was approved pursuant to [Fed. R. Civ. P. 23\(e\)](#) because it was fundamentally fair, adequate, and reasonable. The settlement provided compensation for the class members' unpaid wages that equated with plaintiffs' own damages estimate and there were few class member objections.

Outcome

Class action settlement, attorneys' fees, and service

awards approved.

Counsel: [*1] For Trisha Wren, formerly known as Trisha Johnson, Kevin Barnes, individually and on behalf of all other persons similarly situated, Brent Whitman, individually and on behalf of all other persons similarly situated, Plaintiffs: Guy Burton Wallace, LEAD ATTORNEY, Andrew Paul Lee, Todd Michael Schneider, SCHNEIDER WALLACE COTTRELL BRAYTON KONECKY LLP, San Francisco, CA; Bailey Pinney, Vancouver, WA; David Borgen, Goldstein, Demchak, Baller, Borgen & Dardarian, Oakland, CA; James Kan, Attorney at Law, Oakland, CA; John Eddie Williams, Jr., Williams Kherkher Hart Boundas, L.L.P., Houston, TX; Jose Ruben Mata, Bailey Pinney PC, Vancouver, WA; Keith Grady, PRO HAC VICE, Peter Brian Schneider, Grady Schneider, Houston, TX.

For Cynthia Piper, Plaintiff: Todd Michael Schneider, LEAD ATTORNEY, Andrew Paul Lee, Guy Burton Wallace, SCHNEIDER WALLACE COTTRELL BRAYTON KONECKY LLP, San Francisco, CA; David Borgen, Goldstein, Demchak, Baller, Borgen & Dardarian, Oakland, CA; James Kan, Attorney at Law, Oakland, CA; John Eddie Williams, Jr., Williams Kherkher Hart Boundas, L.L.P., Houston, TX; Keith Grady, PRO HAC VICE, Peter Brian Schneider, Grady Schneider, Houston, TX.

For RGIS Inventory Specialists, [*2] doing business as RGIS Inventory Specialist, LLC, Defendant: Catherine A. Conway, LEAD ATTORNEY, Gregory William Knopp, Joel M. Cohn, Kelly M. Scindian, Akin Gump Strauss Hauer & Feld LLP, Los Angeles, CA; Cheryl

Denise Orr, LEAD ATTORNEY, Heather Murray Sager, S. Fey Epling, Drinker Biddle & Reath LLP, San Francisco, CA; Michael Scott McIntosh, William F. Allen, PRO HAC VICE, Akin Gump Strauss Hauer & Feld LLP, Washington, DC.

For Cynthia Piper, 3rd party defendant: David Borgen, Goldstein, Demchak, Baller, Borgen & Dardarian, Oakland, CA.

For Cynthia Piper, Miscellaneous: David Borgen, Goldstein, Demchak, Baller, Borgen & Dardarian, Oakland, CA; Todd Michael Schneider, SCHNEIDER WALLACE COTTRELL BRAYTON KONECKY LLP, San Francisco, CA.

Judges: JOSEPH C. SPERO, United States Magistrate Judge.

Opinion by: JOSEPH C. SPERO

Opinion

ORDER RE: (1) PLAINTIFFS' UNOPPOSED MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT [Docket No. 912]; (2) PLAINTIFFS' MOTION FOR AN AWARD OF REASONABLE ATTORNEYS' FEES, COSTS AND EXPENSES [Docket No. 909]; AND (3) PLAINTIFFS' MOTION FOR SERVICE AWARDS [Docket No. 869]

I. INTRODUCTION

Pending before the Court are: (1) Plaintiffs' Unopposed Motion for Final Approval of Class Action Settlement [*3] [Docket No. 912]; (2) Plaintiffs' Motion for an Award of Reasonable Attorneys' Fees, Costs and Expenses [Docket No. 909]; and (3) Plaintiffs' Motion for Service Awards to Named Plaintiffs ¹ and Opt-In Plaintiff Lund

[Docket No. 869]. Defendant RGIS, LLC does not oppose the motions and therefore has not filed any briefs in response. On January 28, 2011, the Court held a tentative fairness hearing, during which time it addressed issues relating to these motions and objections from class members filed before the hearing. On March 25, 2011, the Court held a final fairness hearing, at which time it addressed all remaining issues relating to the settlement and Plaintiffs' Motions. Notice of both the January 28, 2011 and March 25, 2011 fairness hearings was provided to all class members. No class members appeared at either hearing.

After careful consideration of the pending Motions and a thorough review of the materials submitted in support, the Court now rules as follows.

The Court finds that the Settlement Agreement is fundamentally fair, adequate, and reasonable and therefore **GRANTS** Plaintiffs' Motion for Final Approval of Class Action Settlement.

As to Plaintiffs' request for an award of attorneys' fees and costs authorized under the Settlement Agreement, the Court **GRANTS** Plaintiffs' Motion and awards \$11,307,449.62 in attorneys' fees, and awards \$1,598,589.41 in costs and expenses incurred by Schneider Wallace. The Court **RESERVES** ruling on Plaintiffs' request for awards of costs incurred by Grady Schneider, Goldstein Demchak, and Bailey Pinney pending Plaintiffs' submission of supplemental documentation from these firms substantiating the costs they incurred.

With respect to Plaintiffs' request for service awards to the Named Plaintiffs and opt-in Plaintiff Verne Lund, the Court **GRANTS** Plaintiffs' request for service awards to all Named Plaintiffs and Mr. Lund and awards the amounts specified in Section VI.D of this Order.

¹The Named Plaintiffs are: Trisha Wren; Kevin Barnes; Brent Whitman; Kathlene Feige; Lisa Cunningham-Gibson; Cynthia Piper; Tephine Saite; Margaret Cruz Boze; Michelle Pease; Kimberly

Cassara; Rabecka Sheldranti; Victoria Thompson; Melanie Manos; Norma Garcia; Cheryl Pierson; Sally Rosenthal; Nicole Verbick; Tammy Schnars; Margaret Martinez; Carol Molmen; Joan [*4] Johnson; Latonia Williams; Jewell Gatlin; and Michele Zustak.

determining whether the standard 25% benchmark should be awarded or adjusted either upward or downward, courts may consider: (1) the result obtained for the class; (2) the effort expended by counsel; (3) counsel's experience; (4) counsel's skill; (5) the complexity of the issues; (6) the risks of non-payment assumed by counsel; (7) the reaction of the class; and (8) the comparison of the benchmark with counsel's lodestar. See [*Craft v. County of San Bernardino*, 624 F. Supp. 2d 1113, 1116-17 \(C.D. Cal. 2008\)](#); [*Fernandez v. Victoria Secret Stores, LLC*, No. CV 06-04149, 2008 U.S. Dist. LEXIS 118631, 2008 WL 8150856, at *11 \(C.D. Cal. July 21, 2008\)](#).

Here, taking the total settlement amount of \$27,000,000, the \$11,321,849.62 in attorneys' fees that Plaintiffs seek amount to 42% of the total settlement payment. Thus, the amount Plaintiffs seek exceeds the 25% benchmark. The Court must therefore consider whether the factors enumerated above support an upward departure from the benchmark.

The first factor focuses on the result counsel obtained for the [*80] class. As discussed in detail above, the settlement agreement provides for both a monetary payment to class members that approximates Plaintiffs' calculation of damages, as well as injunctive relief in the form of RGIS amending its policies to clearly indicate that employees are to put on required audit equipment after scanning in for purposes of receiving pay and providing training to its employees regarding the changes. As Plaintiffs correctly note, because the FLSA does not provide for injunctive relief, this concession from RGIS exceeds what Plaintiffs could have obtained even if they had prevailed at trial. Thus, this factor supports an increase from the benchmark.

The second factor the Court may consider is the effort expended by counsel in litigating this case. Again, as described above, Class Counsel dedicated significant time and resources in pursuing Plaintiffs' claims, particularly in light of the

aggressive defense presented by RGIS. Counsel conducted extensive discovery, took and/or defended 64 depositions, responded to and propounded written discovery, successfully moved to compel discovery withheld by RGIS, defended against RGIS's motion to dismiss, successfully moved [*81] to certify the national FLSA class and Rue 23 classes in four states, successfully opposed RGIS's motions to decertify the classes, opposed RGIS's summary judgment motion, and participated in mediation sessions that ultimately led to the settlement of this case and relief for the classes. While wide-scale discovery, certification motions, and dispositive motions are routine in class actions, the complexity and novelty of the legal and factual issues raised in this matter made each of these components especially demanding. Thus, this factor supports an increase from the standard benchmark.

The third and fourth factors examine counsel's experience and skill. As detailed in the declarations of Mr. Wallace, Mr. Schneider, Mr. Borgen, and Mr. Pinney, both lead counsel and the attorneys from each firm who staffed the case have significant experience litigating class actions and wage-and-hour claims. Throughout the course of the litigation Class Counsel successfully defended against RGIS's attempts to dismiss Plaintiffs' claims and to decertify the classes and pursued Plaintiffs' claims until the point of settlement. Accordingly, these factors support an increase from the standard fee award.

The [*82] fifth factor focuses on the complexity of the issues raised in the action. Here, Plaintiffs asserted claims under both the FLSA and the laws of California, Washington, Oregon and Illinois regarding travel/ commute time and donning time and meal period breaks under California, Washington, and Oregon law. Each of these claims required analysis of federal and state regulations and raised highly-contested factual issues regarding RGIS's payment practices and the amount of wages class members were owed. Thus, this factor supports an increase from the benchmark.

The sixth factor evaluates the risks of non-payment counsel assumed in taking the case. Here, counsel assumed significant risk when accepting this case on a contingency fee basis. As counsel notes, few national FLSA collective actions and off-the-clock class actions have been certified. Thus, Counsel's decision to represent Plaintiffs and pursue their claims on a class-wide basis despite the paucity of precedent supporting such class actions, supports an increase in the benchmark.

Under the seventh factor, the Court considers the reaction of the class. As discussed above, to date only 33 class member have opted out of the settlement [*83] and only 16 class members have filed objections. The overwhelming participation in the settlement and the minimal number of objections suggest that counsel obtained a favorable result for the class and support an increase from the standard award.

Finally, the eighth factor compares the 25% benchmark with counsel's lodestar. Applying the standard 25% benchmark to the \$27,000,000 settlement amount would result in an attorneys' fees award of \$6,750,000. The difference between the \$11,307,449.62 fee award using the lodestar and the \$6,750,000 benchmark is \$4,557,449.62. While the difference amounts to an approximate 17% increase in the benchmark, in light of the factors discussed above, the Court cannot say that this increase is unjustified.

In sum, even if the Court were to analyze Plaintiffs' fee request under the percentage of fund analysis, there is ample support for adjusting the 25% presumptive benchmark upward to take into account the complexity and duration of the litigation, counsel's skill and experience, the results achieved that include both monetary and injunctive relief, and the positive reaction and low opt-out rate of the class. The Court therefore finds that Plaintiffs' [*84] request for an award of \$11,307,449.62 in attorneys' fees—amounting to just under 42% of the settlement amount—is appropriate and reasonable in this case.

3. Costs and Fees

As indicated above, [Rule 23\(h\)](#) authorizes a court to award fees and nontaxable costs that are authorized by law or by the parties' agreement. [Fed. R. Civ. P. 23\(h\)](#). Pursuant to the Settlement Agreement, Plaintiffs may seek \$2,200,000 in litigation expenses. See Settlement Agreement ¶ 212B. In their Motion, Plaintiff request that the Court award a combined total of \$2,113,792.81 in costs and expenses incurred through November 1, 2010. Mot. for Attorneys' Fees at 34. Itemized by law firm, the costs are as follows:

 [Go to table10](#)

See Appendix B. to Mot. for Attorneys' Fees [Docket No. 909-2].

In support their request for an award of \$1,758,623.40 for costs incurred by Schneider Wallace, Plaintiffs have proffered testimony from Mr. Wallace setting forth a breakdown of the costs. See Wallace Decl. ¶¶ 180-192. Additionally, Plaintiffs have submitted an itemized list of the expenses, along with invoices and receipts. See Declaration of [*85] Eugenia Gueorguieva, Ex. A—Q [Docket No. 872]. Notably, in his Declaration, Mr. Wallace states that Schneider Wallace advanced \$1,598,589.41 in litigation costs and expenses. He further states that, "[b]ecause of this extraordinary outlay of costs and expenses, [] Schneider Wallace respectfully requests that it be awarded 6% interest compounded annually . . . on the outlays that have been made," which would result in an additional \$160,033.99. Wallace Decl. ¶ 194. In support of this request, Mr. Wallace cites to language in the Supreme Court's decision in [Perdue, 130 S. Ct. at 1674-75](#). The discussion upon which Mr. Wallace relies pertains to enhancements of attorneys' fee awards; it does not discuss whether a court should award interest on costs expended. It is therefore inapposite. Plaintiffs have not cited any other authority or language from the Settlement Agreement indicating that an award of interest on

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11 Attorneys for Plaintiffs and the Certified Class

12 **SUPERIOR COURT OF CALIFORNIA**
13 **COUNTY OF ORANGE**

14 NELSON GONZALEZ, REYMUNDO)
15 GARCIA, AYMER AVILA, JULIAN)
16 NUÑEZ, and JUAN CARLOS)
TORRES, on their own behalf and on)
behalf of all others similarly situated,)

17 Plaintiffs,

18 v.

19 FREEDOM COMMUNICATIONS,)
20 INC., d/b/a/ THE ORANGE COUNTY)
21 REGISTER, a California corporation;)
and DOES 1 through 50, inclusive,)

22 Defendants.

CASE NO. 03CC08756
ASSIGNED FOR ALL PURPOSES TO:
The Honorable David C. Velasquez
Department CX101

[CLASS ACTION]

[PROPOSED]

ORDER GRANTING AWARD OF
ATTORNEYS' FEES AND COSTS

DATE: July 16, 2009
TIME: 1:30 p.m.
DEPT: CX 101

Final Approval -
Granted: June 25, 2009

Complaint Filed: July 07, 2003
Trial Commenced: September 23, 2008

1 The Court granted Final Approval of the Class Action Settlement and Motion for Award
2 of Class Representative Enhancements and Claim Administration Expenses on June 25, 2009.
3 Also heard on June 25, 2009 was Plaintiffs' Motion for Attorneys' Fees and Costs. After hearing
4 argument by the Parties on the Motion for Attorneys' Fees and Costs, the Court requested
5 supplemental briefing by the Parties and set a further hearing on the matter for July 16, 2009.
6 On July 16, 2009, Daniel J. Callahan and Michael J. Sachs on behalf of Callahan & Blaine,
7 APLC, and Timothy D. Cohelan and Diana M. Khoury of Cohelan Khoury & Singer, appeared
8 for Plaintiffs; and Thomas J. Nolan, Eric S. Waxman of Skadden, Arps, Slate, Meagher & Flom
9 LLP appeared for The Register.

10
11 In accordance with the preliminary approval order, class members have been given notice
12 of the terms of the Settlement and the opportunity to comment on or object to it. Having
13 received and considered the Settlement, the supporting papers filed by the parties, and the
14 evidence and argument received by the Court at the Preliminary Approval hearing held on
15 January 30, 2009, the Final Approval and Attorneys' Fees and Costs Motions heard on June 25,
16 2009, and at the supplemental hearing on July 16, 2009, the Court HEREBY ORDERS as
17 follows:

18
19 1. That Class Counsel, having conferred a benefit on absent Class Members and
20 having expended efforts to secure a benefit to the Class, is entitled to a fee and accordingly, the
21 Court hereby approves to Class Counsel Callahan & Blaine and Cohelan Khoury & Singer the
22 sum of \$12,000,000.00 as their attorneys' fees, and reimbursement of \$2,000,000.00 as their
23 litigation costs, to be distributed pursuant to paragraph V.R.2 of the Stipulation and Agreement
24 of Settlement (Class Action.)

25 ///

26 ///

27 ///

28 ///

2. Without affecting the Order on Final Approval of Class Action Settlement and Judgment, the Court retains jurisdiction of all matters relating to the interpretation, administration, implementation, effectuation and enforcement of this order and the Settlement.

IT IS SO ORDERED.

Dated: July 16, 2009

David C. Velasquez
Judge of the Superior Court

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF ORANGE
CENTRAL JUSTICE CENTER

JAN 30 2009

ALAN CARLSON, Clerk of the Court

C. Carr
BY C CARR

SUPERIOR COURT OF CALIFORNIA
COUNTY OF ORANGE, CIVIL COMPLEX CENTER

NELSON GONZALEZ, et al., on behalf
of themselves and on behalf of all other
similarly situated and the Certified Class,

Plaintiffs

v.

FREEDOM COMMUNICATIONS,
INC., dba THE ORANGE COUNTY
REGISTER,

Defendant.

CASE NO. 03CC0856

ASSIGNED FOR ALL PURPOSES
TO: DAVID C. VELASQUEZ
DEPT. CX-101

CLASS ACTION

[PROPOSED]

ORDER FOR PRELIMINARY
APPROVAL OF CLASS ACTION
SETTLEMENT, APPROVAL OF
CLASS NOTICE, AND SETTING
OF A FINAL FAIRNESS HEARING

Date: January 30, 2009
Time: 1:30 p.m.
Dept: CX-101

Filed: July 7, 2003
Trial Commenced: September 23, 2008

1 This matter came on for hearing on January 30, 2009 at 1:30 p.m., in Dept.
2 CX-101 of the above-captioned court on the Motion for Preliminary Approval of
3 Proposed Class Action Settlement, Approval of the Class Notice and Setting of the
4 Final Fairness Hearing.

5 The Court has fully reviewed the Motion for Preliminary Approval of Class
6 Action Settlement, the supporting Points and Authorities, Declaration of Timothy
7 D. Cohelan and the Stipulation and Agreement of Settlement (Class Action), and
8 exhibits attached thereto, ("Settlement Agreement") attached to the Declaration of
9 Timothy D. Cohelan as Exhibit "1."

10 It is the Court's duty to make a preliminary determination as to the
11 reasonableness of any proposed Class Action settlement, and, if preliminarily
12 determined to be reasonable, to ensure proper notice is provided to Class Members
13 in accordance with due process requirements. Should the Court find the same, it is
14 to conduct a Final Approval hearing as to the good faith, fairness, adequacy and
15 reasonableness of any proposed settlement.

16 In recognition of these duties, THE COURT HEREBY MAKES THE
17 FOLLOWING DETERMINATIONS AND ORDERS:

18 1. The Court finds on a preliminary basis that the Settlement Agreement,
19 and its exhibits, incorporated in full by this reference and a made a part of this
20 Order of Preliminary Approval, appears to be within the range of reasonableness of
21 a settlement which could ultimately be given final approval by this Court. The
22 Court notes that Defendant FREEDOM COMMUNICATIONS, INC., dba THE
23 ORANGE COUNTY REGISTER, has agreed to pay pursuant to the Stipulation of
24 Settlement the Settlement Claims Amount of up to \$22,000,000.00 to Plaintiffs and
25 the Class Members, in the event that all members submit a valid and timely Claim
26 Form, in full satisfaction of past claims, and to pay the Plaintiffs' Class
27 Representative Enhancements and expenses of administration, as more specifically
28 described in the Settlement Agreement;

1 It further appears to the Court on a preliminary basis that the
2 settlement is fair and reasonable to Class Members when balanced against the
3 probable outcome of further litigation and trial, liability and damages issues and
4 potential appeals of court rulings and jury verdicts; it further appears that
5 significant investigation, research, discovery, and trial before an impaneled jury,
6 has been conducted such that counsel for the Parties at this time are able to
7 reasonably evaluate their respective positions; it further appears that settlement at
8 this time will avoid substantial costs, delay and risks that would be presented by
9 the further prosecution of the Lawsuit; further, it appears the proposed Settlement
10 has been reached as the result of intensive, serious and non-collusive negotiations
11 between the Parties;

12 Accordingly, for good cause appearing, the motion for order of
13 preliminary approval of class action settlement is hereby **GRANTED**; and as a part
14 of said preliminary approval, the court hereby accepts and incorporates the Parties'
15 settlement agreement.

16
17 2. The Court finds that the Notice of Class Action Settlement ("Notice"),
18 and the Claim Form, advise Class Members of the pendency of the Class Action
19 and of the proposed settlement, the preliminary Court approval of the proposed
20 Settlement, the claim submission timing and procedures and of the Final Approval
21 Hearing, and the right of Class Members to file documentation in support of or in
22 opposition and to appear in connection with said hearing, and fairly and adequately
23 advise Class Members of the terms of the proposed Settlement and the benefits
24 available to Class Members thereunder. The Court further finds that said Notice
25 clearly comports with all constitutional requirements including those of due
26 process.

27 Accordingly, for good cause appearing, the Court hereby **APPROVES** the
28 proposed Notice.

1 3. The mailing to the present and last known address of present and
2 former Class Members constitutes an effective method of notifying them of their
3 rights with respect to the Class Action and Settlement.

4 Accordingly, it is hereby **ORDERED**:

5 a) Defendant will provide to the Claims Administrator, Rust
6 Consulting, Inc., a Class List as defined in the Stipulation of Settlement no later
7 than **February 14, 2009** (15 days after Preliminary Approval of the Settlement.
8 (Settlement Agreement, Section I.E, V.B.)

9 b) On or before **March 11, 2009**, (25 days of the receiving the
10 Class List from Defendant), the Claims Administrator shall mail first class, postage
11 pre-paid, the Notice, translated into to Spanish and Vietnamese, to

12 "All persons presently or formerly engaged as newspaper home
13 delivery carriers by the Defendant and for the Orange County Register
14 Newspaper in the State of California during the period from and
15 including July 7, 1999, through and including August 22, 2008, and
16 who, as a condition of such engagement signed the Orange County
17 Register Delivery Agent Agreement categorizing them as an
18 independent contractors and not employees." Excluded from the class
19 are (1) the current and former officers and directors of Freedom
20 Communications, Inc.; (2) David Wilson; (3) all carriers who have
21 opted out of the class pursuant to the Notice of Class Action and
22 Supplemental Notice of Class Action mailed to the Class on December
23 14, 2007 and August 26, 2008" and (4) any person who delivered the
24 Register or alternative products for the Register, but did not sign a
25 DAA.

26 All mailings shall be made to the present and/or last known mailing address of
27 present and former Class Members based on a thorough examination of
28 Defendant's records to ascertain such addresses. The Claims Administrator will

1 perform address updates and verifications as necessary prior to this first mailing.
2 The Court finds that the mailing of Notices as set forth in the Settlement
3 Agreement and this paragraph is the best means practicable by which to reach
4 Class Members and is reasonable and adequate pursuant to all constitutional and
5 statutory requirements including all due process requirements.

6 c) On or before **April 10, 2009**, (30 days from the date the Notice
7 is first mailed to the Class), Rust Consulting, Inc., shall mail a post-card translated
8 into Spanish and Vietnamese, to all members of the Class who have not responded
9 with the return of a Claim Form reminding them of the deadline in which to act to
10 make a claim.

11 d) On or before **April 10, 2009**, (30 days from the date the Notice
12 is first mailed to the Class), objections to the Settlement must be filed with this
13 Court, and timely served on the attorneys for Plaintiffs and Defendant.

14 e) On or before **May 11, 2009**, (60 days from the date the Notice is
15 first mailed to the Class), Claim Forms must be post-marked and mailed to the
16 Claims Administrator. Any claim not postmarked by this date shall be barred as
17 untimely, however, may be subject to review by the Court as provided for by the
18 Settlement Agreement.

19
20 4. **IT IS FURTHER ORDERED** that the Final Approval Hearing shall
21 be held before the undersigned in Dept. CX-101 at 1:30 p.m., on June 25,
22 2009 at the above-entitled court, Superior Court in the County of Orange, Complex
23 Division, located at 751 W. Santa Ana Blvd., Santa Ana, California 92701 to
24 consider the fairness, adequacy and reasonableness of the proposed Settlement
25 preliminarily approved by this Order of Preliminary Approval, and to consider the
26 application of Class Counsel Callahan & Blaine and Cohelan & Khoury for an
27 award of reasonable attorneys' fees, litigation expenses, class representative
28 enhancements, and for costs of claims administration incurred;

Coordination Proceeding Special Title Rule 1550b Natural Gas Trust Cases I

Superior Court of California, County of San Diego

July 20, 2006, Decided; July 20, 2006, Filed

IO11720015

Reporter

2006 Cal. Super. LEXIS 889 *

Coordination Proceeding Special Title (Rule 1550(b))
NATURAL GAS ANTI-TRUST CASES I, II, III & IV, [This
Document Relates to the Pipeline Cases and Price Reporting
Class Action Cases]

Core Terms

Settlement, Parties, natural gas, settlement agreement,
Settling, class action, electricity, Subclass, Claimants, Energy,
attorneys', settlement fund, Arbitration, set forth, entities,
notice, Plaintiffs', generation, releases, class member, terms,
individuals, Decree, rights, final order, customers, costs,
provisions, ratepayers, letter of credit

Counsel: [*1] For CONTINENTAL FORGE COMPANY;
ANDREW and ANDREA BERG, individually and dba
WAVE LENGTH HAIR PRODUCTIONS, GERALD J.
MARCIL; FRANK and KATHLEEN STELLA; JOHN
CLEMENT MOLONY; DOUGLAS and VALERIE WELCH;
SIERRAPINE, LTD.; THE CITY OF LONG BEACH,
UNITED CHURCH RETIREMENT HOMES, LONG
BEACH BRETHREN MANOR, and ROBERT LAMOND,
Plaintiff: PIERCE O'DONNELL, O'DONNELL &
MORTIMER LLP ENGSTROM, LIPSCOMB & LACK
LAW OFFICES OF M. BRIAN McMAHON GIRARDI &
KEESE ASTRELLA & RICE P.C. BAKER, BURTON &
LUNDY, P.C.

For CONTINENTAL FORGE COMPANY, Plaintiff:
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TRAINA (State Bar No. 155805), RAHUL RAVIPUDI (State
Bar No. 204519), ELIZABETH HERNANDEZ (State Bar
No. 204322), ENGSTROM, LIPSCOMB & LACK A
PROFESSIONAL CORPORATION Los Angeles, CA.

For SIERRAPINE, LIMITED, Plaintiffs: BRAD N. BAKER
(State Bar No. 065106), ALBRO L. LUNDY III (State Bar
No. 123133), ANNE McWILLIAMS (State Bar No. 129264),
BAKER, BURTON & LUNDY, a Professional Corporation,
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For FRANK and KATHLEEN STELLA, and DOUGLAS and
VALERIE WELCH, Plaintiff: J. TYNAN KELLY (admitted
pro hac vice), J. TYNAN KELLY P.C., Houston, TX.

For CITY OF LONG BEACH, UNITED CHURCH
RETIREMENT HOMES, LONG BEACH [*2] BRETHREN
MANOR, and ROBERT LAMOND, Plaintiffs: M. BRIAN
McMAHON (State Bar No. 083795), LAW OFFICES OF M.
BRIAN McMAHON, Los Angeles, CA.

Judges: JUDGE RONALD S. PRAGER.

Opinion by: RONALD S. PRAGER

Opinion

**JUDGMENT, FINAL ORDER AND DECREE
GRANTING FINAL APPROVAL TO THE CLASS
ACTION SETTLEMENT WITH THE SEMPRA
DEFENDANTS**

**(ADDITIONAL COUNSEL FOLLOW SIGNATURE
BLOCK)**

J.C.C.P. Nos. 4221, 4224, 4226 and 4228

Coordination Trial Judge: Hon. Ronald S. Prager

This matter is before the Court for final class certification and
final approval of class action settlement.

Pursuant to a January 13, 2006 Order ("Preliminary Approval
Order"), this Court conditionally certified the settlement class
with subclasses ("Settlement Class") and granted preliminary
approval to the class action settlement (the "Settlement") as
set forth in the January 4, 2006 Settlement Agreement
("Settlement Agreement"), a copy of which is attached to this
Judgment, Final Order and Decree as Exhibit A. The Court
also ordered that notice of the Settlement be issued to the
Settlement Class in accordance with the Preliminary Approval

As stated above, the value of the non-cash components of the settlement are disputed. However, there is no dispute that the structural relief has substantial value. Subject to the approval and processes of the CPUC, the non-cash components of the settlement agreement are meaningful. The structural relief proposed by this settlement agreement was thoughtfully drafted using the Northern California regulatory scheme as a model. It was crafted after considerable reflection on concerns from all sophisticated institutional entities weighing in on the aspects of the litigation. The Court further notes that a plaintiffs' verdict in this case could not possibly have afforded the significant non-cash components provided by the settlement. These important considerations provide compelling reason to approve the settlement, since without the settlement there was no chance the class would achieve these valuable structural reforms and future monetary benefits.

Based on the factors [*137] detailed above, and the absence of applicable objections to the settlement, the Court grants the parties' request for final approval of the class action settlement as requested.

The Court directs Plaintiffs' counsel to prepare an Order in accordance with the ruling herein.

Plaintiffs' Application for Attorneys' Fees and Costs

The "experienced trial judge is the best judge of the value of professional services rendered in his court, and while his judgment is of course subject to review, it will not be disturbed unless the appellate court is convinced that it is clearly wrong." (*Serrano v. Priest* (1977) 20 Cal.3d 25, 49, citing *Harrison v. Bloomfield Building Industries, Inc.* (6th Cir, 1970) 435 F.2d 1192, 1196)

Both California state and federal courts recognize two methods for evaluating the fairness and reasonableness of attorneys' fees in class action settlements resulting in the creation of a common fund for the distribution to class members: (1) the percentage-of-the-benefit method; or (2) the lodestar plus multiplier method. (*Wershba v. Apple Computers, Inc.* (2001) 91 Cal.App.4th 224, 254; *Hanlon b. Chrysler Corp.* (9th Cir. 1998) 150 F.3d 1011, 1029)

In considering an award of attorneys' fees, the Court may evaluate (1) the results achieved for the class; (2) the risks faced by class counsel; (3) whether the class counsel's performance generated benefits beyond the creation of a cash settlement fund; (4) how the percentage [*138] compares to market rates and/or negotiated retainer rates with class representatives; and (5) whether based on the length and complexity of the case counsel had to forego other work. *Vizcaino v. Microsoft Corp.* (9th Cir. 2002) 290 F.3d 1043,

1048, 50)

It is customary in percentage-of-the-benefit cases that attorneys' fees are awarded based on 25 percent to 30 percent of the benefit received by the class. (*In re Activision Sec. Litig.* (N.D. Cal. 1989) 723 F.Supp. 1373, 1378-79; *Staton v. Boeing Company* (9th Cir. 2003) 327 F.3d 938, 968)

Plaintiffs' counsel seek \$161 million in fees for their considerable efforts in this action. Plaintiffs submitted persuasive evidence that the total settlement is valued at approximately \$1.16 billion. (See: Plaintiffs' Motion for Fees and Costs, Declaration of Joseph W. Cotchett, para. 30; Declaration of Honorable H. Lee Sarokin, Ret., para. 9; Plaintiffs' Memorandum of Points and Authorities in Support of Motion for Final Approval of Settlement, Shaeffer Declaration, Exs. 1, 3-4, 15, 25, 43-44) The Court recognizes the value of the non-cash consideration is subject to certain conditions, including the outcome of pending arbitration proceedings and approval by the CPUC. Nonetheless, these non-cash components of the settlement represent substantial value to the class. (See: Plaintiffs' [*139] Memorandum of Points and Authorities in Support of Motion for Final Approval of Settlement, Shaeffer Declaration, Exs. 2-3) The requested fees represents only about 10% of the estimated \$1.69 billion overall present value of the settlement. (Plaintiffs' Motion for Fees and Costs, Declaration of Joseph W. Cotchett, paras. 35-37, Declaration of Honorable H. Lee Sarokin, Ret., para. 50)

Generally, the percentage-of-the-benefit method allows for attorneys' fees in the amount of 25 percent to 30 percent of the total benefit received by the class. (*In re Activision Sec. Litig.* (N.D. Cal. 1989) 723 F.Supp. 1373, 1378-79; *Staton v. Boeing Company* (9th Cir. 2003) 327 F.3d 938, 968; Plaintiffs' Motion for Fees and Costs, Declaration of Joseph W. Cotchett, supra, Declaration of Honorable H. Lee Sarokin, Ret., supra.) Based on the total estimated benefit received by the class, Plaintiffs' counsel are entitled to fees of over \$500 million based on a conservative "benchmark" of 25% of the substantial, Plaintiffs' counsels' request for \$161 million in fees represents a fraction of that amount. (*Ibid.*)

Even if the Court were to consider only the cash component of the settlement without regard to the valuable non-cash components, the requested fees are reasonable. The cash component of the settlement totals \$377 million, for which [*140] \$52 million is being allocated separately to certain claimants. **The remaining \$325 million will provide for payment of attorneys' fees of approximately \$161 million as stated above. The requested fees constitute approximately 42 percent of the total cash settlement. As discussed below, this amount is reasonable under the historical circumstances**

of this case.

One method often used to test the value of a settlement is the Lodestar method. Under the Lodestar method, the Court finds the fees are also reasonable. It is undisputed that Plaintiffs' counsel worked approximately 94,058 hours on this case. (Declaration of Honorable H. Lee Sarokin, Ret. para. 61) The hourly rates of Plaintiffs' counsel are reasonable and commensurate with their respective skill and experience. (Plaintiffs' Motion for Fees and Costs, Declaration of Joseph W. Cotchett, paras. 26-29; Declaration of Honorable H. Lee Sarokin, Ret., para. 59) The average hourly rate of attorney time equaled \$395.00 per hour. This complex litigation spanned a period of 6 years at tremendous financial risk to counsel. Plaintiffs' counsel seeks a multiplier of 4.33 based on the complexity, novelty, and historical characteristics of the [*141] action. Based on \$37,192,368.00 of attorney time multiplied by 4.33 which equals \$161 million, the requested fees are "entirely appropriate in a case of this magnitude." (Declaration of Honorable H. Lee Sarokin, Ret., para. 61) The Court further finds the requested multiplier is just and fair in consideration of the following details.

Plaintiffs' counsel doggedly pursued this action despite the lack of support from governmental agencies and institutional bodies. There were great financial risks to counsel amounting to more than 9 million in out-of-pocket expenses for costs, (Declarations of Cotchett and Sarokin, supra) When courts throughout the state precluded similar actions from proceeding, Plaintiffs' counsel continued to pursue this case, and eventually guaranteed its "staying power" on a point of law that remains unsettled.

In addition, as stated above, the cash consideration alone constituted sufficient consideration for settlement under these circumstances. But in addition, counsel was able to secure significant non-cash concessions that improve the way the industry does business in order to guard against future abuse. The value of the non-cash components of the settlement agreement [*142] is disputed. Everyone, however, agrees the economic benefit to the class is remarkable under the circumstances. This case can only be characterized as a complicated, full time, non-stop pursuit worthy of a multiplier of four.

The efforts of counsel were tremendous and cannot be overstated. The time and dedication spent on this action was all consuming. For six years Plaintiffs counsel relentlessly pursued resolution of their clients' claims. The Court has no doubt that counsel traveled a legal odyssey that has crossed jurisdictional boundaries and state lines, withstood repeated blistering attacks on their legal claims (including no less than forty attacks on all or part of the Plaintiffs' complaint, five

summary judgment motions and five demurrers), waded through literally millions of pages of documents, engaged in massive discovery including hundreds of document requests and interrogatories and responded to over one thousand Requests for Admission, taken over 150 depositions, argued more than thirty in limine motions, tested the class against the crucible of class certification, moved to San Diego for a five month period of pre-trial and trial and navigated an eleventh-hour trip to [*143] the FERC. Then they steered the settlement over eight months of intense negotiations through multiple crises - any one of which could have cratered an already fragile work, without any guarantee of success- (Plaintiffs' Motion for Attorneys' Fees, Costs, and Class Representatives' Incentive Awards, p. 2:12)

UCAN made the only objection to attorneys' fees by an institutional entity. UCAN's objection was based on the fact that the non-cash components of the settlement agreement could not be adequately valued, and therefore, predicating the fees on any unverifiable number was imprudent. As stated herein, the risks to the class in continuing this litigation and the likely possibility of negligible recovery compel the Court to approve the settlement as drafted by the parties. Further, the benefit of the non-cash components of the settlement agreement were not available to the class even with a jury verdict in their favor, UCAN's suggestion that the matter should be stayed until a time when the value of the non-cash components are valued with certainty is unreasonable under the circumstances.

Objector Tomkinson complained the requested fees were exorbitant. Ms. Tomkinson, however, failed to [*144] provide relevant evidence to support her claims that the attorneys' fees were unreasonably high. Ms. Tomkinson also made allegations of ethical violations, and improper fee splitting, but also failed to provide admissible relevant evidence in support of her claims. Ms. Tomkinson's claims that certain attorneys conspired to create illegal fee agreements, and committed unethical conduct is purely contrived and unsubstantiated with any evidence of any nefarious intent.

At oral argument, Mr. Lindmark, counsel for Ms. Tomkinson, invited the Court to conduct evidentiary proceedings concerning her allegations of Plaintiffs' counsels' misconduct. Again at oral argument, Mr. Lindmark encouraged the Court to deny Plaintiffs' counsels' request for attorneys fees in this matter and to disgorge the fees awarded to counsel in the El Paso matter. Mr. Lindmark invited the Court to award those fees instead to Mr. Lindmark, under some sort of "reward" theory. The Court declines both of Mr. Landmark's oral invitations.

Accordingly, the Court grants Plaintiffs' counsel's motion for

attorneys' fees as requested.

The Court also approves the requested incentive fees of \$15,000 for Continental Forge, Sierra [*145] Pine, United Church Retirement Homes and Long Beach Brethren Manor and \$10,000 for the Berg family, the Welch family, the Frazee family, the Stella family, Gerald Marct, John Clement Molony and Robert Lamond. There was no opposition to the award of these incentive fees.

The Court hereby adopts Plaintiffs' proposed order awarding Plaintiffs' attorneys' fees and costs and class representatives' incentive awards as its own, and in its entirety.

Indexing Plaintiffs' Application for Attorneys' Fees

Plaintiffs' counsel seeks \$1 million in fees and costs associated with the settlement of the Sempra Defendants and the Natural Gas Pipeline Indexing cases. There was no opposition to Counsel's application with the exception of Ms. Tomkinson. Ms. Tomkinson, however, as stated previously, failed to submit admissible relevant evidence in support of her opposition that the requested attorneys' fees are unreasonably high.

Accordingly, the Court grants the Indexing Plaintiffs' Counsel application for the requested fees and costs.

EXHIBIT E**ALLOCATION AGREEMENT**

This Allocation Agreement is entered into as of January 4, 2006 by and between the Settlement Class and subclasses, the representatives of which are [*146] Continental Forge Co., Andrew and Andrea Berg, Gerald Marcil, Long Beach United Church Retirement Homes, Long Beach Brethren Manor, Robert Lamond, SierraPine Ltd., Douglas and Valeric Welch, Frank and Kathleen Stella, John Clement Molony, and Jennifer and John Frazee (the "Settlement Class").

RECITALS

WHEREAS the Settlement Class has entered into the January 4, 2006 Settlement Agreement with Sempra Energy, Southern California Gas Company, San Diego Gas & Electric Company and various of their affiliated companies (the "Sempra Parties") in which the Settlement Class agreed to settle various claims arising out of the California Energy Crisis in 2000 and 2001, subject to all necessary regulatory, judicial and board approvals (the "Settlement Agreement");

WHEREAS, the Settlement Agreement provides for a Settlement Class consisting of the following

All individuals and entities in California that purchased natural gas and/or electricity for use and not for resale or generation of electricity for the purpose of resale, between September 1, 1996 and January 4, 2006, inclusive. Excluded from the Class are Defendants, Defendants' predecessors, affiliates, subsidiaries, officers and directors, any [*147] and all judges and justices assigned to hear any aspect of this litigation, along with their spouses and any minor children residing in their households, and any persons within the third degree of relationship of any judge or justice assigned to hear any aspect of this litigation.

The Settlement Class consists of eight subclasses as defined as:

The Previously Certified Core Natural Gas Subclass

All core natural gas customers in Northern and Southern California, excluding Southwest Gas customers located in Southeastern California, but including the retail customers of SoCalGas, SDG&E, or PG&E who purchased natural gas during the class period from July 1, 2000 to July 31, 2001.

The Previously Certified Non-Core Natural Gas Subclass

All non-core public utility customers of SoCal Gas, SDG&E and PG&E in California who, for the period July 1, 2000 to July 31, 2001: (i) purchased natural gas supplies in the Southern California border market; (ii) purchased gas supplies under price formulas that incorporate, in whole or in part, published index prices for natural gas supplies at the Southern California border; or (iii) purchased natural gas supplies in California (including at a point where gas [*148] is received into the SoCal Gas or PG&E systems, or in the PG&E city-gate market where gas is delivered from PG&E's main pipelines into its local transmission and distribution pipelines) at prices determined by or linked to published index prices for natural gas supplies at the Southern California border. Excluded from the class are marketers of natural gas and purchasers of natural gas for generation of electricity for the sole purpose of resale.

The Previously Certified Electricity Subclass

All residential, business, and wholesale purchasers of electricity from July 1, 2000 to August 6, 2003 in California from either SDG&E, Southern California Edison and/or PG&E who were not protected by the rate freeze described in CPUC Decision No. 001-01-018 dated January 4, 2001, as well as those who were purchasers of electricity who were surcharged as a result of the same CPUC decision. This subclass does not

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8 Attorneys for Plaintiffs
9 Antonio Ortega and Ken Hagans

10
11 SUPERIOR COURT OF THE STATE OF CALIFORNIA
12 COUNTY OF LOS ANGELES

13 Antonio Ortega, and Ken Hagans,
14 individuals, appearing on behalf of
15 themselves and all others similarly
situated,

16 Plaintiffs,

17 v.

18 Global Tel*Link Corporation,
19 Cooper Communications Group, Inc.
and DOES 1-10, inclusive,

20 Defendants.
21
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CONFORMED COPY
ORIGINAL FILED
Superior Court of California
County of Los Angeles

AUG 24 2018

Sherri R. Carter, Executive Officer/Clerk
By: V. Jaime, Deputy

CASE NO: BC636438

**REVISED [~~PROPOSED~~] ORDER
GRANTING FINAL APPROVAL OF
CLASS ACTION SETTLEMENT,
CLASS REPRESENTATIVE SERVICE
PAYMENTS, ATTORNEY FEES,
AND COSTS**

Hearing Date: July 20, 2018
Time: 10:00 AM
Dept.: 11
Judge: Hon. Ann I. Jones

RECEIVED
LOS ANGELES SUPERIOR COURT
AUG 10 2018
B. SMITH

1 On March 12, 2018, this Court entered its Order preliminarily approving the class
2 action settlement set forth in the Revised Joint Stipulation and Settlement of Class Action
3 Claims ("Agreement").

4 Currently pending before the Court is the Motion for Final Approval of the Class
5 Action Settlement filed by Plaintiffs and Class Representatives Antonio Ortega and
6 Ken Hagans ("Plaintiffs" or "Class Representatives"). The Plaintiffs and Defendants
7 Global Tel*Link Corporation and Cooper Communications Group, Inc. ("Defendants")
8 are collectively referred to herein as "the Parties." Also pending before the Court is the
9 Class Representatives' Motion for Final Approval of Class Representative Service
10 Payments, Attorney Fees, and Costs.

11 Due and adequate notice of the instant proceedings having been given, and the
12 Court having considered all papers and having heard oral argument on July 20, 2018, and
13 otherwise being fully informed, and good cause appearing therefor,

14 **IT IS HEREBY ORDERED THAT:**

15 1. This Court has jurisdiction over the subject matter of this action, and over
16 the Settlement Class, and over those persons and entities undertaking affirmative
17 obligations under the Agreement.

18 2. The Court finds that the Agreement is fair, adequate and reasonable as it
19 will provide Settlement Class Members with substantial recovery from a non-
20 reversionary common fund and enable Settlement Class Members to avoid the risk,
21 expense, complexity, and duration of further litigation.

22 3. Pursuant to California Code of Civil Procedure §382 and California Rule of
23 Court 3.769, and in accordance with this Court's Order of July 20, 2018, the Court
24 hereby certifies, for settlement purposes only, the Settlement Class which it previously
25 conditionally certified. The Settlement Class is defined as follows: all individuals
26 employed as an hourly employee by either Defendant in California during the period
27 beginning October 6, 2012 through December 31, 2017. The Settlement Class includes
28 seven individuals who performed work for GTL through subcontracting entities

1 (“Subcontract Class Members”). Individuals employed by Telmate LLC are excluded
2 from the settlement, except to the extent they were separately employed by any
3 Defendant during the period beginning October 6, 2012 through December 31, 2017.
4 Based on the advice and consent of counsel for all parties, putative class member Kevin
5 Hains shall be treated as a class member who was employed in a position covered by the
6 settlement from October 6, 2012 through December 7, 2015 and who filed a timely claim
7 form.

8 4. The Court finds on the record before it that the Settlement Class satisfies
9 the requirements for class certification under California Code of Civil Procedure §382
10 and California Rule of Court 3.769, for settlement purposes only, because:

11 1) the Settlement Class Members are so numerous that joinder of all members is
12 impracticable; 2) the Settlement Class is ascertainable; 3) there are questions of law and
13 fact common to the Settlement Class Members; 4) the named Class Representatives’
14 claims are typical of the claims of the Settlement Class Members; 5) the named Class
15 Representatives and Class Counsel have adequately represented and will continue to
16 adequately represent and protect the interests of the Settlement Class for purposes of the
17 Settlement; and 6) class-wide treatment of the disputes raised in this action is superior to
18 other available methods for adjudicating the controversy before this Court at this time.

19 5. The Court hereby finds that the Notice was the best notice practicable
20 under the circumstances and complied fully with California Code of Civil Procedure
21 §382, due process, and all other applicable laws.

22 6. The Court further finds that a full and fair opportunity has been afforded to
23 the Settlement Class Members to opt out of or to object to the Settlement, and to
24 participate in the hearing convened to determine whether the Settlement should be given
25 Final Approval. Accordingly, the Court hereby determines that all members of the
26 Settlement Class are bound by this Final Order.

27 7. The Settlement set forth in the Agreement is in all respects fair, reasonable,
28 and adequate and in the best interests of the Settlement Class. There was no collusion in

1 connection with the Settlement. The Settlement was the product of informed and arm's
2 length negotiations among competent counsel and the record is sufficiently developed to
3 have enabled the Class Representatives and Defendants to adequately evaluate and
4 consider their respective positions. Accordingly, the Court hereby finally and
5 unconditionally approves the Settlement set forth in the Agreement.

6 8. There have been no objections to the Settlement or the request for Class
7 Representative Service Payments, Fees and Costs. No members of the Settlement Class
8 have opted out of the Settlement.

9 9. The Released Claims are all claims, causes of action, demands, rights and
10 liabilities of every nature and description that are asserted in, arise from, or relate to the
11 factual allegations and/or legal assertions made in the Action during the period beginning
12 October 6, 2012 through December 31, 2017. The release extends to all remedies that
13 could be claimed for any Released Claim, including but not limited to statutory,
14 constitutional, contractual, and common law claims for wages, damages, liquidated
15 damages, expense reimbursement, interest, attorney fees and costs (other than as awarded
16 to Class Counsel by the Court as part of the instant settlement), injunctive relief, punitive
17 damages, liquidated damages, restitution, disgorgement, and civil and/or statutory
18 penalties pursuant to the Fair Labor Standards Act and/or the California Wage Orders
19 and Labor Code, including, without limitation, Sections 201, 202, 203, 204, 210, 226,
20 226.3, 226.7, 510, 512, 558, 1174, 1194, 1198, 2699 et seq. and 2802.

21 The entities against whom claims are released include and are limited to
22 Defendants and their past, present, and future parent entities, subsidiaries, divisions,
23 affiliates, legal successors, predecessors (including companies they have acquired,
24 purchased, or absorbed), and each and all of their respective owners, management,
25 officers, partners, and directors (collectively, the "Released Parties"). Telemate LLC is
26 not a Released Party. The release does not apply to claims based on employment at
27 Telemate.

1 10. The Court confirms its appointment of Phoenix Settlement Administrators
2 ("Phoenix") as the Settlement Administrator. Phoenix shall continue to act as the
3 Settlement Administrator to perform those duties and responsibilities that remain under
4 this Final Order.

5 11. The Court confirms its appointment of Plaintiffs Antonio Ortega and Ken
6 Hagans as Class Representatives for the Settlement Class.

7 12. The Court confirms its appointment of Allen Graves, Esq., of The Graves
8 Firm as Class Counsel for the Settlement Class.

9 13. Defendants are required to transmit the Total Settlement Amount of Seven
10 Hundred Twenty-Five Thousand Dollars (\$725,000) to the Settlement Administrator by
11 no later than ten (10) business days after the date of this Order. All Defendants are
12 jointly and severally liable for the payments required by the Agreement and this Order.

13 14. The Court hereby approves allocation from the Total Settlement Amount of
14 Seven Thousand Dollars (\$7,000) total to Phoenix Settlement Administrators, the
15 appointed Settlement Administrator, as payment of the fees and costs for all past services
16 rendered by the Settlement Administrator, and for all services to be rendered by the
17 Settlement Administrator following Final Approval as necessary to complete its duties in
18 connection with the administration of the Settlement.

19 15. The sum of Fifty Thousand Dollars (\$50,000) shall be allocated from the
20 Total Settlement Amount to settle claims under the California Private Attorney General
21 Act ("PAGA"). Seventy-Five Percent (75%) of that total, or Thirty-Seven Thousand
22 Five Hundred Dollars (\$37,500), shall be paid to the LWDA pursuant to the provisions of
23 the PAGA. The remaining Twenty-Five Percent (25%), or Twelve Thousand Five
24 Hundred Dollars (\$12,500), shall be distributed as part of the Net Distribution Amount.

25 16. The Court finds that Class Counsel Allen Graves' hourly rate of Six
26 Hundred Twenty-Five Dollars (\$625) per hour is reasonable and appropriate in light of
27 Counsel's skill and experience.

1 17. The Court finds that Class Counsel's Associate Jacqueline Treu's hourly
2 rate of Five Hundred and Ten Dollars (\$510) per hour is reasonable and appropriate in
3 light of her skill and experience.

4 18. The Court finds that Class Counsel's Associate Jenny Yu's hourly rate of
5 Four Hundred and Sixty-Five Dollars (\$465) per hour is reasonable and appropriate in
6 light of her skill and experience.

7 19. The Court finds that Class Counsel's paralegal staff hourly rate of One
8 Hundred Eighty-Five Dollars (\$185) per hour is reasonable and appropriate in light of
9 their skill and experience.

10 20. Class Counsel, The Graves Firm, is awarded Two Hundred Sixty-Three
11 Thousand, Seven Hundred and Twenty-Two Dollars (\$263,722) in attorney fees.

12 21. The Court finds that Class Counsel Allen Graves is entitled to Seventeen
13 Thousand, One Hundred and Nineteen Dollars and Eighty-Seven Cents (\$17,119.87) for
14 litigation costs that he incurred in relation to this matter.

15 22. The Court also hereby approves the Service Payment to the Class
16 Representatives in the following amounts: Antonio Ortega \$5,000 and Ken Hagans
17 \$5,000.

18 23. The funds remaining after distribution of the payments described above are
19 referred to in this Order as the Net Distribution Amount.

20 24. The Court approves payment to Class Members who filed valid Claim
21 Forms as described in the Administrator Declaration. A Class Member who is entitled to
22 payment under this Order is referred to in this Order as a "Claimant."

23 25. The Net Distribution Amount will be paid to Claimants as follows: Each
24 Claimant will receive ten credits per week that he or she worked during the Release
25 Timeframe. The value of a credit will be determined by dividing the Net Distribution
26 Amount by the total number of credits awarded.

27 26. No later than seven (7) days after receiving payment, the Settlement
28 Administrator shall transfer to Class Counsel Allen Graves by wire transfer the attorney

1 fees and costs awarded by the Court and send via overnight mail a check to the Class
2 Representatives in the amount of the Service Payment ordered by the Court.

3 27. No later than seven (7) days after receiving the Total Settlement Amount,
4 the Settlement Administrator will mail the payments to the Claimants. The six
5 Subcontract Class Members who filed timely claim forms shall be paid all amounts due
6 to them without any withholding of payroll taxes, and such amounts shall be reported on
7 an IRS form 1099 to be issued by the Settlement Administrator on behalf of the qualified
8 settlement fund. The identification numbers created by the Claims Administrator for
9 those six individuals are: GTLK100, GTLK101, GTLK102, GTLK105, GTLK106, and
10 GTLK121.

11 28. The checks to the Claimants shall have a stale date of One Hundred Eighty
12 (180) days after issuance.

13 29. The Settlement Administrator shall make reasonable efforts to obtain an
14 accurate address and re-mail any check that is returned by the Postal Service from the
15 initial mailing within five (5) days of receipt of such return.

16 30. The Settlement Administrator will transmit the funds associated with
17 checks that are returned a second time, or not cashed within One Hundred Eighty (180)
18 days of issuance as follows: 25% to the State Treasury for deposit in the Trial Court
19 Improvement and Modernization Fund; 25% to the State Treasury for deposit into the
20 Equal Access Fund of the Judicial Branch; and 50% to Kids First America, a nonprofit
21 child advocacy program.

22 31. No later than thirty-five (35) calendar days after the entry of this Order, the
23 Settlement Administrator will mail the payment to the LWDA, and will pay the
24 settlement administration fees and costs.

25 32. Within two hundred (200) calendar days after the entry of this Order the
26 Settlement Administrator shall provide a written summary report accounting for all
27 dispositions of funds.

28

1 33. Nothing in this Order shall be construed as an admission or concession by
2 any Party. The Revised Agreement and the resulting Order simply represent a
3 compromise of disputed allegations.

4 34. Without impacting the finality of this Order, the Court hereby retains
5 continuing jurisdiction to assure compliance with all terms of the Settlement in
6 accordance with the Revised Agreement and this Final Order.

7 35. This Court sets a nonappearance date for submission of a final report for
8 May 1, 2019 at 8:30 AM.

9
10 **IT IS SO ORDERED.**

11
12 DATED:

8/24/18

AMY D. HOGUE

Hon. ~~Ann I. Jones~~
Judge of the Superior Court

PROOF OF SERVICE

STATE OF CALIFORNIA)

) ss:

COUNTY OF LOS ANGELES)

I am employed in the County of Los Angeles, State of California. I am over the age of 18, and not a party to the within action. My business address is 122 N. Baldwin Ave., Main Floor, Sierra Madre, CA 91024.

On August 10, 2018, I served the following document(s) described as:

- **REVISED [PROPOSED] ORDER GRANTING FINAL APPROVAL OF CLASS ACTION SETTLEMENT, CLASS REPRESENTATIVE SERVICE PAYMENTS, ATTORNEY FEES, AND COSTS**

on the interested parties by transmitting a true and correct copy thereof addressed as follows:

Robert J. Herrington
Adil M. Khan
Greenberg Traurig, LLP
1840 Century Park East, Suite 1900
Los Angeles, CA 90067

**Counsel for Defendant
Global Tel*Link**

Diana M. Estrada
Angela M. Duerden
Wilson Elser, LLP
555 S. Flower Street, Suite 2900
Los Angeles, CA 90071

**Counsel for Defendant
Cooper Communications Group**

☒ **VIA COURT-ORDERED ELECTRONIC TRANSMISSION:**

Pursuant to the Court's Order, I served said document(s) via court-appointed *File & ServeXpress* on all parties registered in this action.

☐ **VIA U.S. MAIL:**

I am readily familiar with the firm's practice of collection and processing of correspondence for mailing. Under that practice such sealed envelope(s) would be deposited with the U.S. postal service on August 10, 2018 with postage thereon fully prepaid, at Sierra Madre, California.

☐ **VIA OVERNIGHT MAIL:**

By delivering such document(s) to an overnight mail service or an authorized courier in a sealed envelope or package designated by the express service courier addressed to the person(s) on whom it is to be served.

I declare under penalty of perjury under the laws of the State of California that the above is true and correct and was executed on August 10, 2018, at Sierra Madre, California.

Justine Gray

Type or Print Name

Signature

5/7/2020

1 THE GRAVES FIRM
2 ALLEN GRAVES (SB#204580)
E-mail: allen@gravesfirm.com
3 JACQUELINE TREU (SB#247927)
E-mail: jacqueline@gravesfirm.com
4 JENNY YU (SB#253033)
E-mail: jennyyu@gravesfirm.com
122 N. Baldwin Ave., Main Floor
6 Sierra Madre, CA 91024
7 Telephone: (626) 240-0575
Facsimile: (626) 737-7013

8 Attorneys for Plaintiff
9 Mark Gellman

10
11 SUPERIOR COURT OF THE STATE OF CALIFORNIA
12 COUNTY OF RIVERSIDE

13 Mark Gellman, in his individual and
14 representative capacity,

15 Plaintiff,

16 v.

17 ADESA California, LLC; ADESA
18 San Diego, LLC; ADESA, Inc.; and
DOES 1-10, inclusive,

19 Defendants.
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27
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FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF RIVERSIDE

JUN 01 2020

S. Salazar *LSB*

CASE NO: RIC1819601

**~~[PROPOSED]~~ JUDGMENT AND
ORDER GRANTING FINAL
APPROVAL OF CLASS ACTION AND
PAGA SETTLEMENT, CLASS
REPRESENTATIVE SERVICE
PAYMENT, ATTORNEY FEES,
AND COSTS**

Hearing Date: June 1, 2020

Time: 8:30 a.m.

Dept.: 6

Judge: Hon. Sunshine S. Sykes

Reservation Number: RES99933

[Telephonic Hearing via CourtCall]

1 On December 12, 2019, this Court entered its Order preliminarily approving the
2 class and representative action settlement set forth in the Revised Stipulation and
3 Settlement Agreement (“Settlement”) attached as Exhibit 1 to the Supplemental
4 Declaration of Allen Graves filed on December 4, 2019.

5 Currently pending before the Court is the Motion for Final Approval of the Class
6 Action and PAGA Settlement filed by Plaintiff and Class and PAGA Representative
7 Mark Gellman (“Plaintiff” or “Class Representative”). The Plaintiff and Defendants
8 ADESA California, LLC, ADESA San Diego, LLC, and ADESA, Inc. (“Defendants”) are collectively referred to herein as “the Parties.” Also pending before the Court is the
9 Class Representative’s Motion for Final Approval of Class Representative Service
10 Payment, Attorney Fees, and Costs.
11

12 Due and adequate notice of the instant proceedings having been given, and the
13 Court having considered all papers and having provided the parties the opportunity to
14 present oral argument, and otherwise being fully informed, and good cause appearing
15 therefor, the Court hereby grants final approval and enters final judgment as follows:

16 1. This Court has jurisdiction over the subject matter of this action, and over
17 the Class, and over those persons and entities undertaking affirmative obligations under
18 the Settlement.

19 2. The Court finds that the Settlement is fair, adequate and reasonable as it
20 will provide Class Members and the State of California with substantial recovery from a
21 non-reversionary common fund and enable Class Members and the State of California to
22 avoid the risk, expense, complexity, and duration of further litigation.

23 3. Pursuant to California Code of Civil Procedure §382 and California Rule of
24 Court 3.769, the Court hereby certifies, for settlement purposes only, the Settlement
25 Class which it previously conditionally certified. The Class includes all current and
26 former Auctioneers of Defendants who performed work in California as independent
27 contractors from September 25, 2017 through December 12, 2019 (“Class Period”).
28

1 4. The Court finds on the record before it that the Settlement Class satisfies
2 the requirements for class certification under California Code of Civil Procedure §382
3 and California Rule of Court 3.769, for settlement purposes only, because: 1) the Class
4 Members are so numerous that joinder of all members is impracticable; 2) the Class is
5 ascertainable; 3) there are questions of law and fact common to the Class Members; 4)
6 the named Class Representative's claims are typical of the claims of the Class Members;
7 5) the named Class Representative and Class Counsel have adequately represented and
8 will continue to adequately represent and protect the interests of the Class for purposes of
9 the Settlement; and 6) class-wide treatment of the disputes raised in this action is superior
10 to other available methods for adjudicating the controversy before this Court at this time.

11 5. The Court hereby finds that the individual direct Notice given to Class
12 Members through First Class U.S. Mail, as described in and attached to the Declaration
13 of the Settlement Administrator: 1) fairly and accurately described the litigation and the
14 proposed Settlement; 2) provided sufficient information to allow the Class Members to
15 decide whether to accept the benefits offered by the Settlement, exclude themselves from
16 the Settlement, or object to the proposed Settlement; 3) adequately described the manner
17 in which Class Members exclude themselves from the Settlement or object to and/or
18 appear at the Final Approval Hearing; and 4) provided the previously scheduled date,
19 time, and place of the Final Approval Hearing. The Court hereby finds that the Notice
20 was the best notice practicable under the circumstances and complied fully with
21 California Code of Civil Procedure §382, due process, and all other applicable laws.

22 6. The Court further finds that a full and fair opportunity has been afforded to
23 the Class Members to opt out of or to object to the Settlement, and to participate in the
24 hearing convened to determine whether the Settlement should be given Final Approval.
25 No Class Members have objected or asked to opt out. Accordingly, the Court hereby
26 determines that all members of the Class are bound by this Final Order.

27 7. The Settlement is in all respects fair, reasonable, and adequate and in the
28 best interests of the Class. There was no collusion in connection with the Settlement.

1 The Settlement was the product of informed and arm's length negotiations among
2 competent counsel and the record is sufficiently developed to have enabled the Class
3 Representative and Defendants to adequately evaluate and consider their respective
4 positions. Accordingly, the Court hereby finally and unconditionally approves the
5 Settlement.

6 8. There have been no objections to the Settlement or the request for Class
7 Representative Service Payment, Fees and Costs.

8 9. Upon payment by Defendants of all moneys required by the Settlement,
9 and excepting only the rights created by the Settlement, and this Order, all Class
10 Members release all claims accrued during the Class Period that were pled in the First
11 Amended Complaint or could be pled based solely on the allegations of the First
12 Amended Complaint. All allegedly aggrieved employees and the State of California
13 release all claims accrued during the time period from September 25, 2017 to December
14 12, 2019 ("PAGA Period") that could be brought under PAGA and were pled in the First
15 Amended Complaint or could be pled based solely on the allegations of the First
16 Amended Complaint. All releases described in this paragraph are released against
17 ADESA and its current, former, and future officers, directors, employees, and agents.

18 10. The Court confirms its appointment of Rust Consulting, Inc. ("Rust") as the
19 Settlement Administrator. Rust shall continue to act as the Settlement Administrator to
20 perform those duties and responsibilities that remain under this Final Order.

21 11. The Court confirms its appointment of Plaintiff Mark Gellman as the Class
22 Representative for the Class.

23 12. The Court confirms its appointment of Allen Graves, Esq., of The Graves
24 Firm as Class Counsel for the Class.

25 13. Defendants are required to transmit the Total Settlement Amount of
26 One Million, One Hundred Fifty-Five Thousand Dollars (\$1,155,000) to the Settlement
27 Administrator by no later than fifteen (15) business days after the date of this Order.
28

1 All Defendants are jointly and severally liable for the payments required by the
2 Agreement and this Order.

3 14. The Court hereby approves allocation from the Total Settlement Amount of
4 \$9,850 total to Rust Consulting, Inc., the appointed Settlement Administrator, as payment
5 of the fees and costs for all past services rendered by the Settlement Administrator, and
6 for all services to be rendered by the Settlement Administrator following Final Approval
7 as necessary to complete its duties in connection with the administration of the
8 Settlement.

9 15. The sum of Twenty Thousand Dollars (\$20,000) shall be allocated from the
10 Total Settlement Amount to settle claims under the California Private Attorney General
11 Act ("PAGA"). Seventy-Five Percent (75%) of that total, or Fifteen Thousand Dollars
12 (\$15,000), shall be paid to the LWDA pursuant to the provisions of the PAGA. The
13 remaining Twenty-Five Percent (25%), or Five Thousand Dollars (\$5,000), shall be
14 distributed to the allegedly aggrieved employees as part of the Settlement Payment.

15 16. The Court finds that Class Counsel, having expended efforts to secure for
16 the Class a common fund from which payments will be made for the benefit of the Class
17 Members, is entitled to a fee. Because the Settlement provides for a true common fund, a
18 percentage calculation is an equitable method to apply in this case, and, accordingly, the
19 Court hereby approves the application of Class Counsel, Allen Graves, for the amount of
20 Four Hundred Four Thousand, Two Hundred Fifty Dollars (\$404,250) in attorney fees.
21 The fee is equivalent to forty percent (35%) of the common fund established in this case
22 and the Court finds that is a reasonable percentage under the circumstances.

23 17. Using the lodestar method as a cross-check, the Court finds that the
24 requested fee is well below what is supported, at a reasonable multiplier of 1.19¹.

25
26
27
28 ¹ The exact multiplier is 1.19461867505929.

1 18. The Court finds that Class Counsel Allen Graves' hourly rate of Six
2 Hundred Twenty-Five Dollars (\$625) per hour is reasonable and appropriate in light of
3 his skill and experience.

4 19. The Court finds that Class Counsel's Associate Jacqueline Treu's hourly
5 rate of Five Hundred and Ten Dollars (\$510) per hour is reasonable and appropriate in
6 light of her skill and experience.

7 20. The Court finds that Class Counsel's Associate Jenny Yu's hourly rate of
8 Four Hundred and Sixty-Five Dollars (\$465) per hour is reasonable and appropriate in
9 light of her skill and experience.

10 21. The Court finds that the hourly rate for Class Counsel's paralegal staff of
11 One Hundred Eighty-Five Dollars (\$185) per hour is reasonable and appropriate in light
12 of their skills and experience.

13 22. The Court finds that Class Counsel Allen Graves is entitled to
14 Twenty-Three Thousand Five Hundred Sixty Dollars and Twenty-Eight Cents
15 (\$23,560.28) for litigation costs that he incurred in relation to this matter.

16 23. The Court also hereby approves the Service Payment to the Class and
17 PAGA Representative Mark Gellman in the amount of Thirty Thousand Dollars
18 (\$30,000).

19 24. The funds remaining after distribution of the payments described above,
20 and after the reservation of a \$50,000 Reserve Fund, are referred to in this Order as the
21 Settlement Payment.

22 25. The Court approves payment to all Class Members, as no Class Member
23 filed any Request for Exclusion.

24 26. The Settlement Payment will be distributed to Class Members as follows:
25 Each Class Member who did not accept a Direct Settlement² will receive a base payment
26 of \$7,500 from the Settlement Payment, while Class members who did accept a Direct

27 ² "Direct Settlement" refers to the 46 individual settlements reached between some Auctioneers
28 and ADESA prior to the class settlement.

1 Settlement will receive a base payment of \$2,500 from the Settlement Payment. The
2 remainder of the Settlement Payment will be disbursed according to credits. Each Class
3 Member will receive one credit for each dollar of compensation he or she received from
4 ADESA during the Class Period. The initial value of a credit will be equal to the funds
5 remaining in the Settlement Payment after providing the base payments, divided by the
6 number of credits awarded. After calculating the initial value of a credit, the Individual
7 Payment Amount for each individual who accepted a Direct Settlement shall be reduced
8 by the amount of the payment he or she received in exchange for the Direct Settlement,
9 but in no event shall be reduced below \$2,500. The final value of a credit will be equal
10 to the funds remaining in the Settlement Payment after providing the base payments and
11 reductions divided by the number of credits awarded.

12 27. No later than twenty (20) business days after the entry of this Order, the
13 Settlement Administrator will mail: (a) payment to each Class Member in a check in an
14 amount calculated pursuant to the calculations described above, (b) the approved Service
15 Payment to the Class Representative by way of Class Counsel, and (c) the PAGA
16 Payment to the Labor and Workforce Development Agency. Payments mailed to Class
17 Members shall be transmitted in an envelope which bears the notation, "YOUR CLASS
18 ACTION SETTLEMENT CHECK IS ENCLOSED."

19 28. The Settlement Administrator shall mail a reminder postcard to any Class
20 Member whose settlement check has not been cashed within 60 days after the date of
21 mailing.

22 29. The checks to the Claimants shall have a stale date of One Hundred Eighty
23 (180) calendar days after issuance.

24 30. No later than twenty-one (21) business days after the date of this Order, the
25 Settlement Administrator shall transfer to Class Counsel Allen Graves by wire transfer
26 the attorney fees and costs awarded by the Court.
27
28

1 31. Settlement checks that are not cashed within One Hundred Eighty (180)
2 calendar days of issuance shall be voided.

3 32. No later than thirty-five (35) business days after the entry of this Order, the
4 Settlement Administrator will pay the settlement administration fees and costs.

5 33. Within Two Hundred (200) calendar days after the entry of this Order, the
6 Settlement Administrator shall provide a written summary report accounting for all
7 dispositions of funds.

8 34. Nothing in this Order shall be construed as an admission or concession by
9 any Party. The Settlement and the resulting Order simply represent a compromise of
10 disputed allegations.

11 35. Judgment is hereby entered as to the named Plaintiff, Class and Defendants
12 ADESA California, LLC; ADESA San Diego, LLC; ADESA, Inc., on the terms and
13 conditions of the Settlement approved by this Court.

14 36. Without impacting the finality of this Order, the Court hereby retains
15 continuing jurisdiction to assure compliance with all terms of the Settlement in
16 accordance this order and judgment.

17 37. This Court shall conduct a Final Accounting hearing in the above-captioned
18 matter on 2/16/21 at 9 a.m. Class Counsel shall file a Final
19 Accounting Report describing the disposition of all funds in the Total Settlement Amount
20 no later than two weeks prior to the Final Accounting hearing.

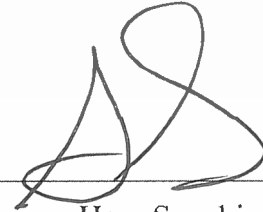
21 38. The Settlement Administrator is authorized to make distributions from the
22 Reserve Fund to Class Members to rectify any errors or omission in the original
23 distribution so long as any distribution is approved by counsel for both Plaintiff and
24 Defendants. Any unresolved disputes regarding distributions from the Reserve Fund
25 shall be submitted to the Court by way of a joint statement at least two weeks prior to the
26 Final Accounting hearing.

1 39. The Final Accounting Report shall specifically state the amount remaining
2 the Reserve Fund including the value of any uncashed checks. The Court will make a
3 determination at the Final Accounting hearing as to whether the remaining funds should
4 be disbursed through a second round of distribution to Class Members or through
5 distribution to the parties' selected *cy pres* recipient.

6
7 **IT IS SO ORDERED.**

8
9 DATED: _____

6/1/20



Hon. Sunshine S. Sykes
Judge of the Superior Court

1 **PROOF OF SERVICE**

2 STATE OF CALIFORNIA)
3) ss:
4 COUNTY OF LOS ANGELES)

5 I am employed in the County of Los Angeles, State of California. I am over the age of 18,
6 and not a party to the within action. My business address is 122 N. Baldwin Ave., Main Floor,
7 Sierra Madre, CA 91024.

8 On May 7, 2020, I served the following document(s) described as:

9 **[PROPOSED] JUDGMENT AND ORDER GRANTING FINAL APPROVAL**
10 **OF CLASS ACTION AND PAGA SETTLEMENT, CLASS REPRESENTATIVE**
11 **SERVICE PAYMENT, ATTORNEY FEES, AND COSTS**

12 on the interested parties by transmitting a true and correct copy thereof addressed as follows:

13 Margaret Rosenthal
14 Vartan S. Madoyan
15 Baker & Hostetler LLP
16 11601 Wilshire Boulevard, Suite 1400
17 Los Angeles, CA 90025-0509

18 **Attorney for Defendants Adesa, Inc.,**
19 **Adesa California LLC, and Adesa San Diego, LLC**

20 ☒ **VIA ELECTRONIC SUBMISSION:** I served said document(s) via the court-appointed e-
21 service provider, Case Anywhere, on all parties registered in this action.

22 **VIA U.S. MAIL:** I am readily familiar with the firm's practice of collection and processing of
23 correspondence for mailing. Under that practice such sealed envelope(s) would be deposited
24 with the U.S. postal service on May 7, 2020, with postage thereon fully prepaid, at Sierra
25 Madre, CA.

26 **VIA EMAIL:** I personally sent such document(s) via email to the known email address of the
27 person(s) on whom it is to be served before 5:00 p.m. per the parties' e-mail service agreement.

28 I declare under penalty of perjury under the laws of the State of California that the above is true
and correct and was executed on May 7, 2020, at Sierra Madre, California.

Justine Gray
Type or Print Name

/s/ Justine Gray
Signature

ORIGINAL

1 THE GRAVES FIRM
2 ALLEN GRAVES (SB#204580)
3 E-mail: allen@gravesfirm.com
4 JACQUELINE TREU (SB#247927)
5 E-mail: jacqueline@gravesfirm.com
6 JENNY YU (SB#253033)
7 E-mail: jennyyu@gravesfirm.com
8 122 N. Baldwin Ave., Main Floor
9 Sierra Madre, CA 91024
10 Telephone: (626) 240-0575
11 Facsimile: (626) 737-7013

12 Attorneys for Plaintiff
13 Nicholas LaBorde

FILED
Superior Court of California
County of Los Angeles

JUL 21 2021

Sherri R. Carter, Executive Officer/Clerk
By [Signature] Deputy
Marisela Fregoso

14 SUPERIOR COURT OF THE STATE OF CALIFORNIA
15 COUNTY OF LOS ANGELES

16 Nicholas LaBorde, an individual, in his
17 individual and representative capacity,

18 Plaintiff,

19 v.

20 Lyft, Inc., and DOES 1 through
21 10, inclusive,

22 Defendants.

CASE NO. BC707667

FAXED

**~~THIRD REVISED [PROPOSED]~~ ORDER
GRANTING FINAL APPROVAL OF
CLASS ACTION SETTLEMENT, CLASS
REPRESENTATIVE ENHANCEMENT
PAYMENT, ATTORNEY FEES, AND
COSTS**

Hearing Date: July 6, 2021
Time: 9:00 a.m.
Dept.: SS-6
Judge: Hon. Elihu M. Berle

RECEIVED
JUL 14 2021
FILING WINDOW

07/23/2021

1 The Motion for Final Approval of Class Action Settlement and Motion for Final
2 Approval of Class Representative Service Payment, Attorney Fees, and Costs filed by
3 Plaintiff came on regularly for hearing on July 6, 2021 at 9:00 a.m. in Department SS-6
4 of the above-entitled Court.

5 Due and adequate notice of the instant proceedings having been given, and the
6 Court having considered all papers and having heard oral argument on July 6, 2021, and
7 otherwise being fully informed, and good cause appearing therefor,

8 **THIS COURT HEREBY ORDERS THAT:**

9 1. The provisions of the Revised Class Action Settlement Agreement and
10 Release ("Settlement Agreement" or "Agreement") are hereby approved and incorporated
11 in this Order.

12 2. The Court has jurisdiction over the subject matter of this action, and over
13 those persons and entities undertaking affirmative obligations in the Agreement.

14 3. As used in this order, "Driver" means any individual who has been
15 approved by Lyft to use the Lyft smartphone application to provide rides.

16 4. As used in this order, "Ride" means the pickup and transportation of a
17 passenger or group of passengers traveling together, from origin to destination, by a
18 Driver. A Ride begins when the Driver uses the Lyft smartphone application to accept a
19 transportation request from a passenger and such acceptance is recorded by Lyft. A Ride
20 ends when the Driver selects the "drop off" or equivalent option, or there is a
21 cancellation, in the Lyft smartphone application (or the application selects such option
22 automatically) and such selection is recorded by Lyft.

23 5. The Court finds that the Settlement Class in this Settlement includes and is
24 limited to the 1,459 Drivers who (a) gave at least one ride in California using the Lyft
25 Platform after July 2, 2016 through and including September 21, 2020, and who
26 submitted a request to opt out of the arbitration provision in Lyft's Terms of Service
27 Agreement through and including May 31, 2020; or (b) gave at least one ride in
28

1 California using the Lyft Platform at any time after May 30, 2014 through and including
2 September 21, 2020, and also opted out of the class-action settlement in *Cotter v. Lyft*,
3 and who submitted a request to opt out of the arbitration provision in Lyft's Terms of
4 Service Agreement through and including May 31, 2020. Excluded from the Settlement
5 Class are the 100 individuals for whom the Court has granted opt-out requests.

6 6. The Settlement set forth in the Agreement is in all respects fair, reasonable
7 and adequate. There was no collusion in connection with the Settlement. The Settlement
8 was the product of informed and arm's-length negotiations among competent counsel and
9 the record is sufficiently developed to have enabled Plaintiff and Defendant to adequately
10 evaluate and consider their respective positions. Accordingly, the Court hereby finally
11 and unconditionally approves the Settlement set forth in the Agreement and directs the
12 parties to consummate the terms of the Agreement.

13 7. The Court finds that the Settlement Agreement is reasonable as it provides
14 substantial payment for Class Members from a non-reversionary common fund.
15 The Settlement avoids the risk, expense, complexity, and duration of further litigation.

16 8. Pursuant to California Code of Civil Procedure §382 and California Rule of
17 Court 3.769, the Court hereby certifies, for settlement purposes only, the Settlement Class.

18 9. The Court has received 100 valid opt-out requests from Class Members as
19 listed in Exhibit 1 hereto. The Court grants all 100 requests from the individuals listed in
20 Exhibit 1. The 100 individuals for whom the Court has granted opt-out request are
21 excluded from the Settlement Class. The Court has received three untimely and therefore
22 invalid opt-out requests from Class Members as listed in Exhibit 2 hereto. The Court
23 denies the three untimely opt-out requests.

24 10. As used in this order, "Settlement Class Member" means all individuals
25 who fall within the definition of Class Member in Paragraph 5, with the exception of the
26 100 individuals whose opt-out requests are granted by the Court and excluded from the
27 Settlement Class.

1 11. The Court finds that the Settlement Class satisfies the requirements for class
2 certification under California Code of Civil Procedure §382 and California Rule of Court
3 3.769, for settlement purposes only, because: 1) the Class Members are so numerous that
4 joinder of all members is impracticable; 2) the Class is ascertainable; 3) there are
5 questions of law and fact common to the Class Members; 4) the named Class
6 Representative's claims are typical of the claims of the Class Members; 5) the named
7 Class Representative and Class Counsel have adequately represented and will continue to
8 adequately represent and protect the interests of the Class for purposes of the Settlement;
9 and 6) class-wide treatment of the disputes raised in this action is superior to other
10 available methods for adjudicating the controversy before this Court at this time.

11 12. The Court hereby finds that the individual direct Notice given to Class
12 Members through electronic and First Class U.S. Mail, as described in and attached to the
13 Declaration of the Settlement Administrator: 1) fairly and accurately described the
14 litigation and the proposed Settlement; 2) provided sufficient information to allow the
15 Class Members to decide whether to accept the benefits offered by the Settlement, exclude
16 themselves from the Settlement, or object to the proposed Settlement; 3) adequately
17 described the manner in which Class Members exclude themselves from the Settlement or
18 object to and/or appear at the Final Approval Hearing; and 4) provided the previously
19 scheduled date, time, and place of the Final Approval Hearing. The Court hereby finds
20 that the Notice (i) was the best notice practicable under the circumstances; (ii) was
21 reasonably calculated under the circumstances, to apprise the Settlement Class Members
22 of the pendency of the action and their right to exclude themselves from or object to the
23 proposed settlement and to appear at the fairness hearing; (iii) was reasonable and
24 constituted due, adequate, and sufficient notice to all persons entitled to receive notice;
25 and (iv) complied fully with California Code of Civil Procedure §382, due process, and all
26 other applicable laws.

1 13. The Court further finds that a full and fair opportunity has been afforded to
2 the Class Members to opt out of or to object to the Settlement, and to participate in the
3 hearing convened to determine whether the Settlement should be given Final Approval.

4 14. There are no objections to the Settlement or the request for Class
5 Representative Service Payment, Attorney Fees, or Costs.

6 15. As used herein, the term “Release Period” means the period from July 2,
7 2016 through March 3, 2021, but for members of the Settlement Class who also opted out
8 of the class-action settlement in *Cotter v. Lyft*, Case No. 13-cv-04065-VC, United States
9 District Court for the Northern District of California, the Release Period runs from May
10 30, 2014 through March 3, 2021.

11 16. As used in this order, “Settlement Class Members’ Released Claims”
12 means claims accruing during the Release Period that were, could have been, or could be
13 pled based on the allegations in the Third Amended Class Action Complaint. Settlement
14 Class Members’ Released Claims expressly include any and all claims, actions, demands,
15 causes of action, suits, debts, obligations, damages, rights or liabilities, of any nature and
16 description whatsoever, that could have been pled based on the same facts as those
17 alleged in the Third Amended Class Action Complaint. The released claims include
18 specifically without limitation the following Claims based on misclassification: (i) For all
19 Settlement Class Members that endorse any check or other instrument of payment issued
20 pursuant to this settlement, the endorsement shall constitute an agreement to opt-in to the
21 settlement and the Settlement Class Member shall release any claims under the Fair
22 Labor Standards Act, 29 U.S.C. § 201 *et seq.*; (ii) For all Settlement Class Members,
23 failure to reimburse for business expenses (Cal. Lab. Code § 2802 and applicable Wage
24 Order); (iii) For all Settlement Class Members, minimum wage (Cal. Lab. Code §§
25 1182.12, 1194, 1194.2, 1197, 1197.1, 1199 and applicable Wage Order); (iv) For all
26 Settlement Class Members, overtime (Cal. Lab. Code §§ 201, 202, 203, 1194, 1198, 510,
27 554 and applicable Wage Order); (v) For all Settlement Class Members, failure to
28 provide accurate wage statements (Cal. Lab. Code § 226); (vi) For all Settlement Class

Members, failure to provide meal and rest breaks (Cal. Lab. Code §§ 226.7, 512, and applicable Wage Order); (vii) For all Settlement Class Members, willful misclassification (Cal. Lab. Code § 226.8); (viii) For all Settlement Class Members, unlawful and/or unfair business practices (Cal. Bus. & Prof. Code § 17200 et seq.) (in connection with claims of misclassification); (ix) For all Settlement Class Members, any applicable California Labor Code claim, including Cal. Labor Code §351; and (x) For all Settlement Class Members, attorneys' fees and costs (other than those awarded by the Court with regard to this settlement). Released remedies flowing from these claims include all claimed or unclaimed compensatory, consequential, incidental, liquidated, punitive and exemplary damages, restitution, interest, costs and attorneys' fees (other than those awarded by the Court with regard to this settlement), injunctive or equitable relief, and any other remedies available at law or equity allegedly owed or available to the putative class members arising or reasonably flowing from the Third Amended Class Action Complaint.

17. As used in this order, "Released Parties" or "Releasees" means (i) Defendant; (ii) Defendant's past, present, and future parents, subsidiaries, affiliates, divisions, joint ventures, licensees, franchisees, and any other legal entities, whether foreign or domestic, owned by, owning, controlled by, or controlling Defendant; and (iii) any past, present, and future shareholders, officers, directors, members, agents, employees, independent contractors, consultants, representatives, fiduciaries, insurers, attorneys, legal representatives, predecessors, successors, and assigns of the entities listed in Parts (i) or (ii) of this paragraph.

18. Upon payment by Defendant of all moneys required by the Agreement and this Order, and excepting only the rights created by the Agreement and this Order, Plaintiff and each Settling Class Member, regardless of whether he or she has received actual notice of the proposed settlement shall conclusively compromise, settle, discharge and release the Settlement Class Members' Released Claims against each of the Released Parties.

1 19. The Agreement and the Final Approval Order are binding on all pending
2 and future lawsuits and/or arbitrations or other proceedings (i) that encompass the claims
3 released by the Class Representative and that are maintained by or on behalf of the Class
4 Representative and/or his heirs, estates, trustees, executors, administrators, principals,
5 beneficiaries, representatives, agents, assigns, and successors, and/or anyone claiming
6 through them or acting or purporting to act for him or on his behalf, and (ii) that
7 encompass the Settlement Class Members' Released Claims and that are maintained by
8 or on behalf of any Settlement Class Member who has not been excluded from the
9 Settlement Class and/or their heirs, estates, trustees, executors, administrators, principals,
10 beneficiaries, representatives, agents, assigns, and successors, and/or anyone claiming
11 through them or acting or purporting to act for them or on their behalf, regardless of
12 whether the Settlement Class Member previously initiated or subsequently initiates
13 individual litigation or other proceedings encompassed by the Settlement Class Members'
14 Released Claims, and even if such Settlement Class Member never received actual notice
15 of the Action or this proposed Settlement.

16 20. The Class Representative is barred from (i) filing, commencing,
17 prosecuting, intervening in, or participating (as class members or otherwise) in any other
18 lawsuit or administrative, regulatory, arbitration, or other proceeding in any jurisdiction
19 based on the Released Claims, or (ii) organizing Settlement Class Members into a
20 separate group, class, or subclass for purposes of pursuing as a purported class action any
21 lawsuit or administrative, regulatory, arbitration, or other proceeding (including by
22 seeking to amend a pending complaint to include class allegations, or seeking class
23 certification in a pending Action) based on the Released Claims.

24 21. The Court hereby confirms its appointment of SSI Settlement Services, Inc.
25 as the Settlement Administrator ("SSI" or "Settlement Administrator"). SSI shall act as
26 the Settlement Administrator to perform those duties and responsibilities under this Order
27 and consistent with the terms of the Settlement Agreement. The Court finds that the
28 Settlement Administrator has thus far fulfilled its duties under the settlement.

1 22. The Court confirms its appointment of Plaintiff Nicholas LaBorde as the
2 Class Representative for the Class. The Court finds that the Class Representative has
3 adequately represented the Settlement Class for the purposes of entering into and
4 implementing the Agreement.

5 23. The Court confirms its appointment of Allen Graves, Esq. of the Graves
6 Firm as Class Counsel for the Class. The Court finds that the Class Counsel has
7 adequately represented the Settlement Class for the purposes of entering into and
8 implementing the Agreement.

9 24. Within five (5) days after this Order, the Settlement Administrator shall
10 mail notice of the entry of Judgment in this matter to each Class Member via first class
11 mail.

12 25. The "Effective Date" as used in this Order means either (a) ninety (90) days
13 after the mailing of notice of entry of Judgment or, (b) in the event of an appeal, ten (10)
14 days after the date such appeal is finally concluded and is no longer subject to review by
15 any court, whether by appeal, petition for rehearing or re-argument, petition for rehearing
16 en banc, petition for writ of certiorari, or otherwise, and such appeal or other review has
17 been finally resolved in such manner that affirms the Judgment in its entirety.

18 26. Defendant shall deposit the Total Settlement Amount of \$3,519,500 less the
19 Notice and Administration Fund already transferred to the Settlement Administrator to
20 the Settlement Administrator by no later than 5 days after the Effective Date.

21 27. The Court hereby approves allocation from the Total Settlement Amount of
22 up to \$18,600 total to SSI, the appointed Settlement Administrator, in payment of the fees
23 and costs for all services necessary to complete its duties in connection with the
24 administration of the Settlement.

25 28. The Court finds that Plaintiff's Counsel is entitled to a fee, having
26 expended efforts to secure a common fund for the benefit of Class Members. Because
27 the Settlement provides for a true common fund, a percentage calculation is an equitable
28 method to apply in this case, and, accordingly, the Court hereby approves the application

of Plaintiff's Counsel, Allen Graves, for the amount of \$1,173,166.67 in attorney fees. The fee is equivalent to one-third (1/3) of the common fund established in this case and the Court finds that it is a reasonable percentage under the circumstances.

29. Using the lodestar method as a cross-check, the Court finds that the requested fee is well below what is supported, at a reasonable multiplier of 2.4¹.

30. The Court finds that Class Counsel Allen Graves' hourly rate of Six Hundred Twenty-Five Dollars (\$625) per hour is reasonable and appropriate in light of his skill and experience.

31. The Court finds that Class Counsel's Associate Jacqueline Treu's hourly rate of Five Hundred and Ten Dollars (\$510) per hour is reasonable and appropriate in light of her skill and experience.

32. The Court finds that Class Counsel's Associate Jenny Yu's hourly rate of Four Hundred and Sixty-Five Dollars (\$465) per hour is reasonable and appropriate in light of her skill and experience.

33. The Court finds that the hourly rate for Class Counsel's paralegal staff of One Hundred Eighty-Five Dollars (\$185) per hour is reasonable and appropriate in light of their skills and experience.

34. The Court finds that Plaintiff's Counsel Allen Graves is entitled to \$34,700.83 for litigation costs incurred in relation to this matter.

35. The Court hereby approves an Enhancement Award to Plaintiff Nicholas LaBorde in the amount of \$10,000.

36. The Court approves creation of a Reserve Fund. The Reserve Fund shall be a fund equal to one percent (1%) of the Total Settlement Amount to be used to make payments and cover other necessary expenses resulting from any errors or disputes in the payments process. The Reserve Fund shall be taken out of the Total Settlement Amount.

¹ The exact multiplier is 2.443231911.

1 37. The portion of the Total Settlement Amount remaining after distribution of
2 the amounts approved above is referred to herein as the Net Settlement Amount.

3 38. The Net Settlement Amount shall be distributed to the Settlement Class
4 Members pursuant to the terms of the Settlement Agreement.

5 39. Settlement Payments for individual Class Members shall be calculated
6 using a points system in accordance with the following plan of allocation: Each
7 Settlement Class Member shall be awarded 1 point for each Ride given between July 2,
8 2016 and March 3, 2021 (except that no Settlement Class Member shall receive less than
9 \$10). Each Settlement Class Member who opted out of the class-action settlement in
10 *Cotter v. Lyft* shall receive one additional point for each Ride given between May 30,
11 2014 and July 1, 2016.

12 40. The Settlement Administrator shall use reasonable efforts to disburse
13 Settlement Payments to all Settlement Class Members Within 14 days of receipt of the
14 Total Settlement Amount. Such disbursements shall be made by check sent via first-class
15 mail. All checks shall be void 180 days after issuance.

16 41. For those Settlement Payments for which the Settlement Administrator
17 attempts payment by electronic funds transfer and for which such transfer is
18 unsuccessful, the Settlement Administrator shall make payment by check sent via first-
19 class mail. For those Settlement Payments for which the Settlement Administrator
20 attempts payment by check and for which such check is returned as undeliverable, the
21 Settlement Administrator shall make a diligent effort to obtain updated electronic
22 payment information or mailing addresses and attempt a second disbursement. For any
23 payments that are not successfully distributed to Settlement Class Members, after such
24 reasonable efforts have been made, those funds will return to the Settlement Fund.

25 42. The Settlement Administrator shall send an explanation with regard to each
26 electronic fund transfer or check explaining how the payment was calculated and how the
27 Class Member may challenge that calculation. Any Settlement Class Member who
28 disagrees with the calculation of their Settlement Payment may challenge the calculation

07/23/2024
1 within 30 days. The Settlement Administrator is authorized to make distributions from
2 the Reserve Fund to Settlement Class Members to rectify any errors or omissions in the
3 original distribution.

4 43. Once the period for challenges has elapsed and all challenges have been
5 resolved pursuant to the Settlement Agreement, the remaining Reserve Fund shall be
6 deposited into the Settlement Fund. If there remains at least \$20,000, in the Settlement
7 Fund, the Settlement Administrator shall, within 10 days, distribute the amount remaining
8 in the Settlement Fund to the Settlement Class Members in proportion to the amounts of
9 their initial payments, but only for those whose further payments would be at least \$50.
10 These further Settlement Payment amounts will be calculated after deduction of a
11 reasonable cost of further notice and administration necessary for disbursement of the
12 further payments. The Settlement Administrator's cost will be agreed upon by Class
13 Counsel and counsel for Defendant.

14 44. On the same date that it initiates the disbursement of Settlement Payments
15 to Settlement Class Members, the Settlement Administrator shall pay the Enhancement
16 Award of \$10,000 by delivering to Plaintiff's Counsel a check made payable to the
17 Plaintiff.

18 45. On the same date that it initiates the disbursement of Settlement Payments
19 to Settlement Class Members, the Settlement Administrator shall pay the Attorney Fees
20 of \$1,173,166.67 and Attorney Costs of \$34,700.83 via wire transfer to Plaintiff's
21 Counsel.

22 46. Without impacting the finality of this Order, the Court hereby retains
23 continuing jurisdiction over the enforcement, implementation, construction,
24 administration, and interpretation of the Settlement.

25 47. Within 190 days after distribution of the last Settlement Payment and any
26 further Settlement Payment, the Settlement Administrator shall provide a report
27 accounting for all funds including the total amount actually paid to Class Members.
28

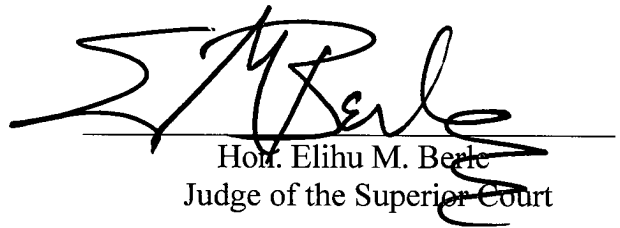
1 48. Within 10 days of receipt of the Settlement Administrator's report, Plaintiff
2 will file the report and a Proposed Amended Judgment consistent with the Settlement
3 Agreement.

4 49. The Court hereby sets a hearing on an OSC re: compliance with the terms
5 of the settlement on May 12, 2022, at 8:30 a.m. Counsel for Plaintiff is to file a report,
6 regarding the initial distribution of settlement funds no later than May 2, 2022.

7
8 **IT IS SO ORDERED.**

9
10 DATED:

July 21, 2021


Hon. Elihu M. Berle
Judge of the Superior Court

1 **PROOF OF SERVICE**

2 STATE OF CALIFORNIA)
3) ss:
4 COUNTY OF LOS ANGELES)

5 I am employed in the County of Los Angeles, State of California. I am over the age of 18,
6 and not a party to the within action. My business address is 122 N. Baldwin Ave., Main Floor,
Sierra Madre, CA 91024.

7 On July 14, 2021, I served the following document(s) described as:

8 **THIRD REVISED [PROPOSED] ORDER GRANTING FINAL APPROVAL**
9 **OF CLASS ACTION SETTLEMENT, CLASS REPRESENTATIVE**
10 **ENHANCEMENT PAYMENT, ATTORNEY FEES, AND COSTS**

11 on the interested parties by transmitting a true and correct copy thereof addressed as follows:

12 R. James Slaughter, Erin E. Meyer
13 Ian A. Kanig, Morgan E. Sharma
14 Keker, Van Nest & Peters LLP
633 Battery Street
San Francisco, CA 94111
RSlaughter@keker.com; EMeyer@keker.com
IKanig@keker.com; MSharma@keker.com

15 **Attorneys for Defendant Lyft, Inc.**

16 ☒ **VIA ELECTRONIC TRANSMISSION:**

17 Pursuant to the Court's Order, I served said document(s) via the court-appointed e-service
18 provider, *Case Anywhere*, on all parties registered in this action.

19 **VIA U.S. MAIL:**

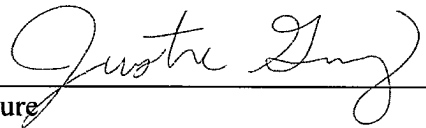
20 I am readily familiar with the firm's practice of collection and processing of
21 correspondence for mailing. Under that practice such sealed envelope(s) would be
22 deposited with the U.S. postal service on July 8, 2021 with postage thereon fully prepaid,
23 at Sierra Madre, California.

24 **VIA EMAIL:**

25 I personally sent such document(s) via email to the known email address of the person(s)
26 on whom it is to be served before 5:00 p.m.

27 I declare under penalty of perjury under the laws of the State of California that the above
28 is true and correct and was executed on July 14, 2021, at Sierra Madre, California.

29
30 Justine Gray
Type or Print Name

Signature 

PROOF OF SERVICE

STATE OF CALIFORNIA)
) ss:
COUNTY OF LOS ANGELES)

I am employed in the County of Los Angeles, State of California. I am over the age of 18, and not a party to the within action. My business address is 122 N. Baldwin Avenue, Main Floor, Sierra Madre, California 91024.

On December 27, 2024, I served the following document(s) described as:

**REQUEST FOR JUDICIAL NOTICE
IN SUPPORT OF PLAINTIFF'S MOTION FOR APPROVAL OF INDIVIDUAL
PAGA SETTLEMENT, ATTORNEY FEES, AND COSTS**

on the interested parties by transmitting a true and correct copy thereof addressed as follows:

MORRISON & FOERSTER LLP

Daralyn J. Durie
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ddurie@mofo.com;
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Los Angeles, CA 90017
wobyrne@mofo.com

**Attorneys for Defendants TaskRabbit, Inc., IKEA North America Services, LLC,
and IKEA US Retail LLC**

☒ **VIA EMAIL:** I personally sent such document(s) via email to the known email address of the person(s) on whom it is to be served.

I declare under penalty of perjury under the laws of the State of California that the above is true and correct and was executed on December 27, 2024, at Sierra Madre, California.

Mimi Li

Type or Print Name

Signature

