

[Submitting Counsel on Signature Page]

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION**

IN RE CALIFORNIA GASOLINE SPOT
MARKET ANTITRUST LITIGATION

This Document Relates to:
All Actions

CASE NO. 3:20-cv-03131-JSC

**PLAINTIFFS' MOTION FOR LEAVE TO
FILE RENEWED MOTION FOR
SERVICE AWARDS AND RENEWED
MOTION FOR SERVICE AWARDS**

MOTION HEARING

DATE: May 22, 2025

TIME: 10:00 a.m.

LOCATION: Courtroom 8, 19th Floor

HON. JACQUELINE S. CORLEY

**PLAINTIFFS' MOTION FOR LEAVE TO FILE RENEWED MOTION FOR SERVICE AWARDS
AND RENEWED MOTION FOR SERVICE AWARDS**

Case No. 3:20-CV-03131-JSC

TABLE OF CONTENTS

I.	MOTION FOR LEAVE.....	1
II.	RENEWED MOTION FOR SERVICE AWARDS	2
A.	Relevant Legal Standards	2
B.	Argument	2
1.	The Settlement Class Representatives Undertook Reputational and Financial Risks by Filing Suit.....	3
2.	Settlement Class Representatives Expended Significant Time and Effort to Prosecute this Case with Little Personal Benefit	4
III.	CONCLUSION.....	5

TABLE OF AUTHORITIES

Cases

<i>Carlin v. DairyAmerica, Inc.</i> 380 F. Supp. 3d 998 (E.D. Cal. 2019).....	2, 4
<i>Covillo v. Specialtys Café</i> 2014 WL 954516 (N.D. Cal. Mar. 6, 2014).....	2
<i>Georgino v. Sur la Table, Inc.</i> 2013 WL 12122430 (C.D. Cal. May 9, 2013)	5
<i>Harris v. Vector Mktg. Corp.</i> 2012 WL 381202 (N.D. Cal. 2012).....	2
<i>In re Google Inc. St. View Elec. Commc'ns Litig.</i> , 21 F.4th 1102 (9th Cir. 2021).....	4
<i>In re Google LLC St. View Elec. Commc'ns Litig.</i> 611 F. Supp. 3d 872 (N.D. Cal. 2020)	4
<i>In re Mego Fin. Corp. Sec. Litig.</i> 213 F.3d 454 (9th Cir. 2000).....	2, 3
<i>In re Toys R Us-Delaware, Inc.--Fair & Accurate Credit Transactions Act (FACTA) Litig.</i> 295 F.R.D. 438 (C.D. Cal. 2014)	4
<i>Low v. Trump Univ., LLC</i> 246 F. Supp. 3d 1295 (S.D. Cal. 2017) <i>aff'd</i> , 881 F.3d 1111 (9th Cir. 2018)	3
<i>Mirkarimi v. Nevada Prop. 1, LLC</i> 2016 WL 795878 (S.D. Cal. Feb. 29, 2016)	3
<i>Oliveira v. Language Line Servs., Inc.</i> 2025 WL 586589 (N.D. Cal. Feb. 24, 2025).....	2, 4
<i>Rabin v. PricewaterhouseCoopers LLP</i> 2021 WL 837626 (N.D. Cal. Feb. 4, 2021).....	3
<i>Rodriguez v. W. Publ'g Corp.</i> 565 F.3d 948 (9th Cir. 2009).....	2
<i>Van Vranken v. Atl. Richfield Co.</i> 901 F. Supp. 294 (N.D. Cal. 1995)	2

I. MOTION FOR LEAVE

Class Counsel respectfully submits this motion for leave to file a Renewed Motion for Service Awards for the Court's consideration to recognize the time and effort spent by Settlement Class Representatives Fricke-Parks Press, Inc., Bogard Construction, Inc., and Ritual Coffee Roasters, Inc. in this litigation. Class Counsel seeks to supplement the record of the Settlement Class Representatives' efforts to obtain relief on behalf of the Class with the arguments and authorities herein, as well as the declarations of each of the three Settlement Class Representatives filed concurrently herewith. Good cause exists to consider this supplemental material.

Nearly five years ago, the Settlement Class Representatives filed this suit to represent the economic interests of businesses and consumers purchasing gas in California. To do so effectively, they gathered and produced more than 3,700 pages of personal and company documents during the COVID-19 pandemic; responded to numerous interrogatories; sat for depositions; remained apprised of and provided input on the litigation; and approved the settlement before the Court which provides meaningful relief to tens of thousands of businesses and non-California residents. Although the Court's prior order denied Class Counsel's initial request for service awards, it did so not because Settlement Class Representatives were undeserving. Instead, it found that Class Counsel had not provided a sufficiently detailed description of the work Settlement Class Representatives performed. Class Counsel are therefore seeking leave to submit a Renewed Motion for Service Awards to fully respond to the Court's Order granting final approval and, in part, granting Plaintiffs' motion for attorneys' fees, costs, and service awards. *See* Order Re: Motion for Final Approval and Motion for attorneys' Fees, Expenses, and Service Awards ("Final Approval Order"), ECF No. 631 (Mar. 14, 2025).

Although final judgment was entered on March 24, 2025, the Court retained jurisdiction over certain settlement-related administrative matters, including service awards. *See* Final Judgment, ECF No. 633 (Mar. 24, 2025) at ¶ 7. Class Counsel respectfully requests that the Court exercise its jurisdiction and consider Plaintiffs' Renewed Motion for Service Awards, which is set forth below.

II. RENEWED MOTION FOR SERVICE AWARDS

A. Relevant Legal Standards

As the Court noted in its Final Approval Order, “[i]ncentive awards are fairly typical in class action cases.” *See* ECF No. 631 (citing *Rodriguez v. W. Publ’g Corp.*, 565 F.3d 948, 958 (9th Cir. 2009)). Such awards are discretionary, and in determining the reasonableness of any such awards courts generally consider 1) the risk to a class representative in commencing a suit, 2) the notoriety and personal difficulties the class representative faces, 3) the time and effort spent by the class representative, 4) the duration of the litigation, and 5) the personal benefit (or lack thereof) received by the class representative as a result of the litigation. *See In re Mego Fin. Corp. Sec. Litig.*, 213 F.3d 454, 463 (9th Cir. 2000); *Covillo v. Specialtys Café*, No. C–11–00594-DMR, 2014 WL 954516, at *8 (N.D. Cal. Mar. 6, 2014) (quoting *Van Vranken v. Atl. Richfield Co.*, 901 F. Supp. 294, 299 (N.D. Cal. 1995)). These are known as the “*Van Vranken*” factors.

Service awards in the amount of \$5,000 are presumptively reasonable in the Ninth Circuit. *Carlin v. DairyAmerica, Inc.*, 380 F. Supp. 3d 998, 1024 (E.D. Cal. 2019) (citing *Harris v. Vector Mktg. Corp.*, 2012 WL 381202, at *7 (N.D. Cal. 2012)); *Oliveira v. Language Line Servs., Inc.*, No. 5:22-CV-02410-PCP, 2025 WL 586589, at *11 (N.D. Cal. Feb. 24, 2025).

B. Argument

In light of the Court’s Final Approval Order, Class Counsel respectfully seeks to describe in greater detail the statements in the Declaration of Dena Sharp and Christopher Lebsock regarding the substantial efforts that the Settlement Class Representatives undertook over the course of more than four years to arrive at the present settlement. *See* Decl. of Dena Sharp and Christopher Lebsock, ECF No. 621-1 (Dec. 6, 2024) (“Class Counsel Decl.”) at ¶ 17.

Class Counsel proposes that the service awards be paid from the Net Settlement Fund (consistent with their initial motion, ECF No. 621), but are prepared to reduce the attorneys’ fees awarded by the Court by \$15,000 without affecting the Net Settlement Fund in the event the Court determines that this is a more appropriate alternative under the circumstances. If granted, the proposed service awards would represent less than 0.04% of the total settlement amount. *See In re Mego Fin. Corp. Sec. Litig.*, 213 F.3d

454, 463 (9th Cir. 2000) (approving service awards that constituted 0.56% of settlement); *Rabin v. PricewaterhouseCoopers LLP*, 2021 WL 837626, at *10 (N.D. Cal. Feb. 4, 2021) (approving \$20,000 service awards where “the aggregate proposed incentive award for the two named plaintiffs is 0.34% of the Gross Fund”).

1. The Settlement Class Representatives Undertook Reputational and Financial Risks by Filing Suit

When class representatives sign their names to a class action complaint in federal court, they risk some degree of publicity, scrutiny, and notoriety as a result. *See, e.g., Low v. Trump Univ., LLC*, 246 F. Supp. 3d 1295, 1316 (S.D. Cal. 2017), *aff’d*, 881 F.3d 1111 (9th Cir. 2018) (recognizing reputational risks of class members in an unfair competition class action and authorizing service awards of \$15,000 per class representative). Business representatives also take a financial risk by taking time away from running their businesses to participate in litigation. *See, e.g., Mirkarimi v. Nevada Prop. 1, LLC*, 2016 WL 795878, at *6 (S.D. Cal. Feb. 29, 2016) (approving a \$30,000 service award where a class representative “took a financial risk” by taking time away from his business).

Here, the Settlement Class Representatives each assumed reputational and financial risk by publicly associating their businesses with litigation challenging major players in the California gasoline market. As small local businesses, Settlement Class Representatives understood that their participation in a public lawsuit could invite scrutiny from customers, vendors, and others in their professional networks. *See* Declarations of David Charles Brown (“Brown Decl.”), Eileen Rinaldi (“Rinaldi Decl.”), and Victor “Chip” Bogaard, III (“Bogaard Decl.”) in Support of Plaintiffs’ Motion for Leave to File Renewed Motion for Service Awards and Renewed Motion for Service Awards (collectively, “Settlement Class Representative Decls.”) at ¶ 4. Their involvement was noted by peers in their respective industries and communities, and they faced being viewed differently by commercial partners or members of the public based on their role in the case. *Id.* This case also received modest media

1 attention in industry and trade publications, which supports the moderate award requested.¹ *Cf., In re*
 2 *Toys R Us-Delaware, Inc.--Fair & Accurate Credit Transactions Act (FACTA) Litig.*, 295 F.R.D. 438,
 3 471 (C.D. Cal. 2014) (finding that even an entire lack of media attention “does not preclude approval of
 4 an incentive payment[.]” and granting \$5,000 service awards).

5 Despite these reputational risks, the Settlement Class Representatives stepped forward because
 6 they believed in the importance of the claims and the broader value of seeking accountability on behalf
 7 of consumers and businesses purchasing gas in California. Settlement Class Representative Decls. at ¶ 4.
 8 Their willingness to expose themselves to potential reputational harm and media attention supports the
 9 propriety of modest service awards.

10 **2. Settlement Class Representatives Expended Significant Time and Effort to** 11 **Prosecute this Case with Little Personal Benefit**

12 In addition to the notoriety and risk that came with serving as class representatives, the
 13 Settlement Class Representatives spent dozens of hours over the course of nearly five years responding
 14 to discovery, sitting for depositions, and coordinating with counsel through class certification and
 15 ultimately a successful mediation. These efforts, expended for little personal benefit, are typical of those
 16 undertaken by class representatives in service of a class. Modest service awards of the magnitude
 17 proposed by Class Counsel are appropriate in this case.

18 The types of efforts typically considered in this Circuit include sitting for depositions, gathering
 19 and producing documents, responding to written discovery (including interrogatories and requests for
 20 admission), communicating with counsel, and participating in settlement decisions. *See, e.g., Carlin*, 380
 21 F. Supp. 3d at 1026 (approving \$45,000 service awards), *In re Google LLC St. View Elec. Commc’ns*
 22 *Litig.*, 611 F. Supp. 3d 872, 889 (N.D. Cal. 2020), *aff’d sub nom. In re Google Inc. St. View Elec.*
 23 *Commc’ns Litig.*, 21 F.4th 1102 (9th Cir. 2021) (approving \$5,000 service awards), *Oliveira*, 2025 WL
 24 586589, at *11 (same).

25
 26 ¹ [https://www.reuters.com/legal/litigation/oil-industry-publication-fights-subpoenas-antitrust-case-us-](https://www.reuters.com/legal/litigation/oil-industry-publication-fights-subpoenas-antitrust-case-us-court-2022-07-08/)
 27 [court-2022-07-08/](https://www.courthousenews.com/california-gasoline-firms-settle-price-manipulation-claims-for-nearly-14-million/); [https://www.courthousenews.com/california-gasoline-firms-settle-price-](https://www.courthousenews.com/california-gasoline-firms-settle-price-manipulation-claims-for-nearly-14-million/)
 28 [manipulation-claims-for-nearly-14-million/](https://www.courthousenews.com/california-gasoline-firms-settle-price-manipulation-claims-for-nearly-14-million/)

1 The Settlement Class Representatives undertook the kinds of efforts on behalf of the Settlement
 2 Class that courts in this Circuit routinely recognize as deserving of service awards. Over the course of
 3 nearly five years, each Settlement Class Representative produced company records, including fuel
 4 invoices, receipts, and tax records, and coordinated with counsel to ensure the accuracy of their
 5 document productions. *See* Bogaard Decl. at ¶¶ 5-6; Brown Decl. at ¶ 5; Rinaldi Decl. at ¶ 5. They also
 6 worked with counsel to prepare and sit for depositions, which required preparation and time away from
 7 their businesses. Bogaard Decl. at ¶ 7; Brown Decl. at ¶ 6; Rinaldi Decl. at ¶ 6. Further, Settlement Class
 8 Representatives provided factual input and feedback to ensure that the allegations accurately reflected
 9 their experiences and purchases of gasoline during the relevant period. Settlement Class Representative
 10 Decl. at ¶ 9. In doing so, they helped shape the factual foundation of the case and gave counsel practical
 11 insight into how the alleged misconduct affected real-world purchasers.

12 Settlement Class Representatives also responded to written discovery requests, which required
 13 them to work with counsel to locate and verify responsive information from their business records.
 14 Bogaard Decl. at ¶¶ 5-6; Brown Decl. at ¶ 5; Rinaldi Decl. at ¶ 5. In total, Settlement Class
 15 Representatives responded to 46 interrogatories and 41 requests for admissions. *Id.* Beyond discovery,
 16 Settlement Class Representatives maintained consistent and ongoing communication with counsel,
 17 including regular check-ins to discuss case progress, litigation strategy, and important decision points.
 18 Bogaard Decl. at ¶¶ 8-9; Brown Decl. at ¶¶ 7-8; Rinaldi Decl. at ¶¶ 7-8.

19 This effort was undertaken with no personal benefit beyond what was provided to the Settlement
 20 Class as a whole, weighing in favor of granting the service award sought. *Georgino v. Sur la Table, Inc.*,
 21 2013 WL 12122430, at *28 (C.D. Cal. May 9, 2013) (“An incentive award may be appropriate when a
 22 class representative will not gain any benefit beyond that she would receive as an ordinary class
 23 member.”).

24 **III. CONCLUSION**

25 For these reasons, Plaintiffs respectfully request that the Court (1) grant Plaintiffs’ motion for
 26 leave to submit a renewed motion for service awards, (2) grant Plaintiffs’ renewed motion for service
 27
 28

awards, and (3) authorize the payment of \$5,000 service awards to each of the three Settlement Class Representatives.

Dated: April 9, 2025

Respectfully submitted,

By: /s/ Dena C. Sharp
Dena C. Sharp (SBN 245869)
Scott Grzenczyk (SBN 279309)
Kyle P. Quackenbush (SBN 322401)
Mikaela M. Bock (SBN 335089)
GIRARD SHARP LLP
601 California Street, Suite 1400
San Francisco, CA 94108
Tel: (415) 981-4800
Fax: (415) 981-4846
dsharp@girardsharp.com
scottg@girardsharp.com
kquackenbush@girardsharp.com
mbock@girardsharp.com

By: /s/ Christopher L. Lebsock
Michael P. Lehmann (SBN 77152)
Christopher L. Lebsock (SBN 184546)
Kyle G. Bates (SBN 299114)
Tae Kim (SBN 331362)
Samantha Derksen (*pro hac vice*)
HAUSFELD LLP
600 Montgomery Street, Suite 3200
San Francisco, CA 94111
Telephone: (415) 633-1908
Facsimile: (415) 358-4980
mlehmann@hausfeld.com
clebsock@hausfeld.com
kbates@hausfeld.com
tkim@hausfeld.com
sderksen@hausfeld.com

Co-Lead Interim Class Counsel

FILER'S ATTESTATION

I, Dena Sharp, am the ECF User whose ID and password are being used to file this document. In compliance with Civil L.R. 5-1(i)(3), I hereby attest that all counsel listed above have concurred in this filing.

/s/ Dena C. Sharp
Dena C. Sharp

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

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION

IN RE CALIFORNIA GASOLINE SPOT
MARKET ANTITRUST LITIGATION

This Document Relates to:
All Actions

CASE NO. 3:20-cv-03131-JSC

**DECLARATION OF DAVID CHARLES
BROWN IN SUPPORT OF PLAINTIFFS’
MOTION FOR LEAVE TO FILE
RENEWED REQUEST FOR SERVICE
AWARDS**

MOTION HEARING

DATE: May 22, 2025
TIME: 10:00 a.m.
LOCATION: Courtroom 8, 19th Floor

HON. JACQUELINE S. CORLEY

1 I, David Charles Brown, declare as follows.

2 1. I was the President and Chief Operating Officer of Fricke-Parks Press, Inc.
3 (“Fricke-Parks”) one of the Settlement Class Representatives in this litigation during all times
4 relevant to this litigation. I submit this declaration in support of Plaintiffs’ Motion for Leave to
5 File Renewed Request for Service Awards. I have personal knowledge of the information set
6 forth in this declaration and, if called to testify, could testify competently thereto.

7 2. Fricke-Parks is a resident of the State of California. During the Class Period,
8 Fricke-Parks purchased gasoline at retail within the State of California for its own use and not for
9 resale.

10 3. As a printing and publishing business with ongoing production and distribution
11 needs, Fricke-Parks used gasoline as an essential part of its day-to-day operations. It purchased
12 gasoline to fuel company vehicles used for delivering printed materials to clients, picking up
13 supplies, and transporting goods between facilities. Gasoline was also used to support vendor
14 coordination and other operational needs.

15 4. Fricke-Parks agreed to serve as a class representative in this litigation to help
16 ensure accountability and promote fairness for similarly situated consumers and businesses. After
17 being designated as a class representative, Fricke-Parks was subject to public scrutiny as its
18 participation in this case became a matter of public record. As a well-known small business in the
19 Bay Area, Fricke-Parks’s involvement was noted by clients, industry peers, and members of the
20 local business community. Fricke-Parks accepted this responsibility despite the potential
21 reputational and business risks, because it believed in the importance of the case and the class’s
22 claims.

23 5. In fulfilling its responsibilities as a class representative, Fricke-Parks responded to
24 broad and burdensome discovery. Together with the other class representatives, it responded to 46
25 interrogatories and 41 requests for admission, and produced more than 3,700 pages of documents
26 responsive to numerous and expansive document requests. The documents produced included
27 company records such as fuel invoices, receipts, tax records, vehicle driving routes, and credit
28 card statements. Fricke-Parks coordinated closely with counsel throughout this process to ensure
that its productions were thorough, accurate, and responsive to the requests, devoting

1 approximately 16 hours over the course of 4 days to locating, reviewing, and organizing records
2 from multiple sources within its business operations.

3 6. I personally prepared for and sat for a deposition on behalf of Fricke-Parks. In
4 preparation for the deposition, I participated in several meetings with Plaintiffs' counsel and
5 reviewed materials including the documents Fricke-Parks produced during discovery, the
6 complaint, and the deposition notice. I spent approximately four and a half hours preparing for the
7 deposition and took time away from business operations to fulfill this obligation.

8 7. Throughout the litigation, Fricke-Parks maintained regular communication and
9 coordination with Plaintiffs' counsel. It participated in over twenty 5-15 minute calls and/or
10 meetings to discuss the case, stayed informed on key developments, and responded promptly to
11 inquiries and requests. Fricke-Parks provided input when necessary and worked to ensure that its
12 obligations as a class representative were met diligently.

13 8. Fricke-Parks dedicated substantial time to reviewing and discussing draft
14 pleadings, motions, and other court filings to ensure the accuracy of representations made on
15 behalf of the class. Fricke-Parks took its role seriously and remained engaged throughout the
16 litigation, despite the ongoing demands of running a business, particularly during challenging
17 periods such as the COVID-19 pandemic. This required careful scheduling and prioritization of
18 litigation-related responsibilities alongside pressing business needs.

19 9. Fricke-Parks also provided valuable insight to Plaintiffs' counsel regarding the
20 impact of gasoline prices on small businesses and consumers, helping to contextualize the harm
21 alleged in the complaint. Fricke-Parks offered perspectives that helped strengthen Plaintiffs'
22 class-wide allegations and supported Plaintiffs' counsel in articulating the practical consequences
23 of Defendants' alleged conduct.

24 I declare under penalty of perjury under the laws of the United States that the foregoing is
25 true and correct.

26 Executed this 3rd day of April 2025, in Newark, California.

27 Signed: _____

Signed by:

David Charles Brown
7B3B33BCD2054B5...

David Charles Brown

1
2
3
4
5
6
7
8 **UNITED STATES DISTRICT COURT**
9 **NORTHERN DISTRICT OF CALIFORNIA**
10 **SAN FRANCISCO DIVISION**
11

12 IN RE CALIFORNIA GASOLINE SPOT
13 MARKET ANTITRUST LITIGATION
14

15 This Document Relates to:
16 All Actions
17
18
19
20
21
22
23
24
25
26
27
28

CASE NO. 3:20-cv-03131-JSC

**DECLARATION OF VICTOR “CHIP”
BOGAARD III IN SUPPORT OF
PLAINTIFFS’ MOTION FOR LEAVE TO
FILE RENEWED REQUEST FOR
SERVICE AWARDS**

MOTION HEARING

DATE: May 22, 2025
TIME: 10:00 a.m.
LOCATION: Courtroom 8, 19th Floor

HON. JACQUELINE S. CORLEY

1 I, Victor “Chip” Bogaard, III, declare as follows.

2 1. I was the Chief Operating Officer of Bogard Construction, Inc. (“Bogard
3 Construction”), one of the Settlement Class Representatives in this litigation during all times
4 relevant to the litigation. I submit this declaration in support of Plaintiffs’ Motion for Leave to
5 File Renewed Request for Service Awards. I have personal knowledge of the information set
6 forth in this declaration and, if called to testify, could testify competently thereto.

7 2. Bogard Construction is a California corporation, headquartered in Santa Cruz
8 California. Bogard Construction has been in business for over fifty years and is one of the leading
9 commercial and residential construction companies in the Santa Cruz area. During the Class
10 Period, Bogard Construction purchased gasoline at retail within the State of California for its own
11 use and not for resale.

12 3. As a construction company with active job sites and ongoing project management
13 needs, Bogard Construction uses gasoline as an essential part of its day-to-day operations.
14 Specifically, it purchases gasoline to fuel company vehicles used for transporting materials, tools,
15 and personnel between construction sites, supplier locations, and its offices and for use fueling
16 certain types of construction equipment.

17 4. After extensive discussions with class counsel, in particular, Joseph Tabacco of
18 Berman Tabacco, (“Tabacco”) Bogard Construction agreed to serve as a class representative in
19 this litigation because based on the facts as I knew them, this litigation would serve to vindicate
20 the rights of businesses large and small throughout California. I felt participating was the right
21 thing to do. I also understood that being designated as a class representative, Bogard Construction
22 understood that subject to public scrutiny as its participation in this case would be a matter of
23 public record. As a long standing family owned business, Bogard Construction highly cherishes
24 its reputation among its clients, peers in the construction industry, and members of the business
25 and local community at large. Bogard Construction accepted the responsibilities of class
26 representative knowing about the potential reputational and business risks, because it believed in
27 the importance of the case.
28

1 5. In fulfilling its responsibilities as a class representative, Bogard Construction
2 responded to broad and burdensome discovery. Together with the other class representatives, it
3 responded to 46 interrogatories and 41 requests for admission. In addition, it produced more than
4 3,700 pages of documents responsive to numerous and expansive document requests. The
5 documents produced included company records such as fuel invoices, receipts, tax records,
6 vehicle lists and sale histories, job history reports, and email communications. For our small
7 business office, sorting through several years of records was a substantial inconvenience for our
8 staff, but we understood the importance of full compliance.

9 6. Bogard Construction coordinated closely with counsel including Tabacco and
10 lawyers from the plaintiffs' co-lead firms, over multiple days to ensure that productions—drawn
11 from electronic and voluminous hard copy sources—were thorough, accurate, and responsive to
12 the requests, often devoting substantial time to locating, reviewing, and organizing records from
13 multiple sources within the business operations. The production spanned multiple days during
14 which time our office staff and our files had to withstand substantial disruption. Members of my
15 office staff spent at least several hours assisting counsel in culling and locating the appropriate
16 files for examination and production in the case.

17 7. I personally prepared for and sat for a lengthy deposition on behalf of Bogard
18 Construction. In preparation for the deposition, I participated in meetings with Plaintiffs' counsel
19 and reviewed materials including the documents Bogard Construction produced during discovery,
20 the complaint, and the deposition notice. I spent several hours reviewing and preparing for the
21 deposition both by myself and with counsel. This effort, of course, took time away from business
22 operations. In total I estimate that I spent no less than 50 hours over the course of the litigation,
23 and if the case proceeded to trial I was prepared to testify at the trial.

24 8. Throughout the litigation, Bogard Construction maintained regular communication
25 and coordination with Plaintiffs' counsel, primarily Tabacco. I participated in approximately a
26 dozen or more phone calls and/or meetings to discuss the case and strategy and to stay informed
27
28


1 on key development. Further, I made myself available to responded promptly to inquiries and
2 requests.

3 9. In sum, Bogard Construction, primarily through my efforts, dedicated substantial
4 time, totaling many individual hours and in some instances full days to producing documents,
5 reviewing and discussing draft pleadings, motions, and other court filings to ensure the accuracy
6 of representations made about Bogard Construction and to understand the general direction and
7 scope of the litigation. Bogard Construction took its role seriously and remained engaged
8 throughout the litigation, despite the ongoing demands of running a business, particularly during
9 challenging periods such as the COVID-19 pandemic. This required careful scheduling and
10 prioritization of litigation-related responsibilities alongside our ordinary business needs.

11 10. I believe Bogard Construction provided valuable insight to Plaintiffs' counsel
12 regarding the impact of gasoline prices on businesses such as ours. Bogard Construction offered
13 perspectives that helped strengthen Plaintiffs' class-wide allegations and supported Plaintiffs'
14 counsel in articulating the practical consequences of Defendants' alleged conduct.

15 I declare under penalty of perjury under the laws of the United States that the foregoing is
16 true and correct.

17 Executed this 2nd of April 2025, in Santa Cruz, California.

18 
19 Victor "Chip" Bogaard, III (Apr 2, 2025 16:44 PDT)
20 Victor "Chip" Bogaard, III
21
22
23
24
25
26
27
28

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

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION**

IN RE CALIFORNIA GASOLINE SPOT
MARKET ANTITRUST LITIGATION

This Document Relates to:
All Actions

CASE NO. 3:20-cv-03131-JSC

**DECLARATION OF EILEEN RINALDI
IN SUPPORT OF PLAINTIFFS' MOTION
FOR LEAVE TO FILE RENEWED
REQUEST FOR SERVICE AWARDS**

MOTION HEARING

DATE: May 22, 2025

TIME: 10:00 a.m.

LOCATION: Courtroom 8, 19th Floor

HON. JACQUELINE S. CORLEY

1 I, Eileen Rinaldi, declare as follows.

2 1. I am the Chief Executive Officer of Ritual Coffee Roasters, Inc. (“Ritual”), one of
3 the Settlement Class Representatives in this litigation. I submit this declaration in support of
4 Plaintiffs’ Motion for Leave to File Renewed Request for Service Awards. I have personal
5 knowledge of the information set forth in this declaration and, if called to testify, could testify
6 competently thereto.

7 2. Ritual is a resident of the State of California. During the Class Period, Ritual
8 purchased gasoline at retail within the State of California for its own use and not for resale.

9 3. As a business with multiple locations and regular delivery and service operations,
10 Ritual uses gasoline as an essential part of its day-to-day operations. It purchases gasoline to fuel
11 company vehicles used for transporting goods between the roastery and coffee shop locations,
12 delivering coffee and supplies and enabling staff mobility for events and business-related
13 functions. Ritual also used gasoline to power generators used during catering events.


14 4. Ritual agreed to serve as a class representative in this litigation to help ensure
15 accountability and promote fairness for similarly situated consumers and businesses. After being
16 designated as a class representative, Ritual was subject to public scrutiny as its participation in
17 this case became a matter of public record. As a well-known small business in the Bay Area,
18 Ritual’s involvement was noted by customers, peers in the specialty coffee industry, and members
19 of the local business community. Ritual accepted this responsibility despite the potential
20 reputational and business risks, because it believed in the importance of the case and the class’s
21 claims.

22 5. In fulfilling its responsibilities as a class representative, Ritual responded to broad
23 and burdensome discovery. Together with the other class representatives, it responded to 46
24 interrogatories and 41 requests for admission, and produced more than 3,700 pages of documents
25 responsive to numerous and expansive document requests. The documents produced included
26 company records such as fuel invoices, receipts, tax records, vehicle lists, and emails. Ritual
27 coordinated closely with counsel throughout this process to ensure that its productions were
28 thorough, accurate, and responsive to the requests, devoting approximately twenty-five (25) hours
to locating, reviewing, and organizing records from multiple sources within the business.

7. Throughout the litigation, Ritual maintained regular communication and coordination with Plaintiffs' counsel. It participated in approximately twenty (20) calls and/or meetings to discuss the case, stayed informed of key developments, and responded promptly to inquiries and requests, taking about ten (10) hours of my time. Ritual provided input when necessary and worked to ensure that its obligations as a class representative were met diligently.

9. Ritual also provided valuable insight to Plaintiffs' counsel regarding the impact of gasoline prices on small businesses and consumers, helping to contextualize the harm alleged in the complaint. Ritual offered perspectives that helped strengthen Plaintiffs' class-wide allegations and supported Plaintiffs' counsel in articulating the practical consequences of Defendants' alleged conduct.

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

Signed:  DocuSigned by:
Eileen Rinaldi
CBBB4A75AC94AB

1
2
3
4
5
6
7
8
9
10 **UNITED STATES DISTRICT COURT**
11 **NORTHERN DISTRICT OF CALIFORNIA**
12 **SAN FRANCISCO DIVISION**

13 IN RE CALIFORNIA GASOLINE SPOT
14 MARKET ANTITRUST LITIGATION

CASE NO. 3:20-cv-03131-JSC

15 **PROPOSED ORDER GRANTING**
16 **PLAINTIFFS' MOTION FOR LEAVE TO**
17 **FILE RENEWED MOTION FOR**
18 **SERVICE AWARDS AND GRANTING**
19 **RENEWED MOTION FOR SERVICE**
20 **AWARDS**

21
22
23
24
25
26
27
28
This Document Relates to:
All Actions

HON. JACQUELINE S. CORLEY

PROPOSED ORDER GRANTING PLAINTIFFS' MOTION FOR LEAVE TO FILE RENEWED
MOTION FOR SERVICE AWARDS AND GRANTING RENEWED
MOTION FOR SERVICE AWARDS
CASE NO. 3:20-cv-03131-JSC

On March 24, 2025, the Court granted in part and denied in part Plaintiffs’ Motion for Final Approval and Motion for Attorneys’ Fees, Expenses, and Service Awards (“Final Approval Order”), ECF No. 631. The Court denied Class Counsel’s initial request for service awards, finding Class Counsel had not provided a sufficiently detailed description of the work Settlement Class Representatives performed. *Id.* On April 9, 2025 Class Counsel sought leave to file a Renewed Motion for Service Awards to more fully respond to the Court’s Order. ECF No. 635. Although final judgment was entered on March 24, 2025, the Court retained jurisdiction over certain settlement-related administrative matters, including service awards. *See* Final Judgment, ECF No. 633 (Mar. 24, 2025) at 7. The Court exercised that jurisdiction to consider Plaintiffs’ Renewed Motion for Service Awards. Having considered the motion and related briefing, and good cause appearing, the Court **GRANTS** Plaintiffs’ Motion for Leave and **GRANTS** Plaintiffs’ Renewed Motion for Service Awards.

I. THE REQUESTED SERVICE AWARDS ARE REASONABLE

The Ninth Circuit recently reiterated its holding “that reasonable incentive awards to class representatives are permitted.” *In re Apple Inc. Device Performance Litig.*, 50 F.4th 769, 785 (9th Cir. 2022) (quotation marks and citations omitted). In so doing, the Court explained that nineteenth century caselaw, which established the “common fund doctrine,” is “not discordant” with the Ninth Circuit’s “twenty-first century precedent allowing service awards.” *Id.* Instead, in the class action context, the common fund doctrine “supports reasonable awards to a litigant.” *Id.* at 785-86 (quotation marks and citation omitted). And “private plaintiffs who recover a common fund are entitled to an *extra* reward,” so long as it is reasonable. *Id.* (emphasis in original quotation marks and citation omitted).

Courts consider five factors when assessing requests for service awards: “ (1) the risk to the class representative in commencing suit, both financial and otherwise (2) the notoriety and personal difficulties encountered by the class representative (3) the amount of time and effort spent by the class representative (4) the duration of the litigation (5) the personal benefit (or lack thereof)

1 enjoyed by the class representative as a result of the litigation.” *Andrews v. Plains All American*
 2 *Pipe L.P.*, 2022 WL 4453864, at 4-5 (C.D. Cal. Sept. 20, 2022) (quoting *Van Vranken v. Atl.*
 3 *Richfield Co.*, 901 F. Supp. 294, 299 (N.D. Cal. 1995)). These are known as the “*Van Vranken*”
 4 factors.

5 Class Counsel requests a service award of 5,000 for each of the three Settlement Class
 6 Representatives. “In the Ninth Circuit, courts have found that 5,000 is a presumptively reasonable
 7 service award.” *Carlin v. DairyAmerica, Inc.*, 380 F. Supp. 3d 998, 1024 (E.D. Cal. 2019) *see also*
 8 *Jacobs v. California State Auto. Ass’n Inter-Ins. Bureau*, 2009 WL 3562871, at 5 (N.D. Cal. Oct.
 9 27, 2009) (explaining that, in the Northern District of California, “a 5,000 service award payment
 10 is presumptively reasonable”) *Hopson v. Hanesbrands Inc.*, 2009 WL 928133, at 10 (N.D. Cal.
 11 Apr. 3, 2009) (similar).

12 The awards are also reasonable under the *Van Vranken* factors. Each of the Settlement Class
 13 Representatives spent substantial time and energy participating in this lawsuit, including searching
 14 various sources for potentially responsive documents as far back as 2014, responding to
 15 interrogatories about their businesses, and producing witnesses to sit for depositions in their
 16 personal and 30(b)(6) capacities. *See In re Lithium Ion Batteries Antitrust Litig.*, 2020 WL 7264559,
 17 at 24 (N.D. Cal. Dec. 10, 2020), *aff’d*, 2022 WL 16959377 (9th Cir. Nov. 16, 2022) (awarding
 18 10,000 each to 21 individual class representatives who “spent a significant amount of time
 19 assisting in the litigation of the case, including time spent in depositions and responding to
 20 discovery”).

21 Class Representatives’ participation in the litigation has spanned four years, but given the
 22 size of the settlement, their overall financial stake as class members is limited. Modest service
 23 awards are therefore appropriate to compensate Settlement Class Representatives for their service
 24 and will not result in an undue windfall. Collectively, the service awards would represent less than
 25 0.04 of the total settlement amount. Courts within the Ninth Circuit have repeatedly found awards
 26 constituting such a small share of the settlement fund to be reasonable. *E.g., In re Mego Fin. Corp.*

1 *Sec. Litig.*, 213 F.3d 454, 463 (9th Cir. 2000) (approving service awards that constituted 0.56 of
2 settlement) *Rabin v. PricewaterhouseCoopers LLP*, 2021 WL 837626, at 10 (N.D. Cal. Feb. 4,
3 2021) (approving 20,000 service awards where “the aggregate proposed incentive award for the
4 two named plaintiffs is 0.34 of the Gross Fund”).

5 **II. CONCLUSION**

6 Plaintiffs’ motion for leave is granted. Each of the Settlement Class Representatives is
7 awarded a service award in the amount of 5,000. All other aspects of this Court’s Order Re:
8 Motion for Final Approval and Motion for Attorneys’ Fees, Expenses, and Service Awards, ECF
9 No. 631, remain unchanged.

10
11 **IT IS SO ORDERED.**
12
13

14 Date:

HON. JACQUELINE SCOTT CORLEY
UNITED STATES DISTRICT COURT JUDGE