

1 R. Joseph Barton (SBN 212340)
The Barton Firm LLP
2 1633 Connecticut Ave. NW, Suite 200
Washington, DC 20009
3 Tel: 202-734-7046
4 Email: jbarton@thebartonfirm.com

5 *Attorney for Plaintiff Brandon Imber*

6 **UNITED STATES DISTRICT COURT**
7 **EASTERN DISTRICT OF CALIFORNIA**

8
9 BRANDON IMBER, individually and on
10 behalf of all others similarly situated,
Plaintiff,

11 v.

12 BRUCE LACKEY, PAM LACKEY,
LACKEY FAMILY TRUST, COLE
13 SCHARTON, THE ADMINISTRATIVE
COMMITTEE OF THE PEOPLE
14 BUSINESS EMPLOYEE STOCK
OWNERSHIP PLAN, MIGUEL
15 PAREDES, RICK ROUSH, DEL
THACKER, RICHARD DEYOUNG and
16 RITCHIE TRUCKING SERVICE
HOLDINGS, INC.,

17 Defendants,

18 and

19 PEOPLE BUSINESS EMPLOYEE
20 STOCK OWNERSHIP PLAN,

21 Nominal Defendant.
22

Case No. 1:22-cv-004-HBK

**PLAINTIFF'S MEMORANDUM
IN SUPPORT OF MOTION FOR
SERVICE AWARD**

Complaint Filed: December 30, 2021

Date: December 19, 2025

Time: 10:00 a.m.

Judge: Helena M. Barch-Kuchta

TABLE OF CONTENTS

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

I. INTRODUCTION6

II. BACKGROUND7

III. ARGUMENT.....10

 A. Service Awards to Class Representatives are Typical in the
 Ninth Circuit.....10

 B. A Service Award to Mr. Imber is Appropriate and Reasonable.10

 1. Mr. Imber Took on Risks in Order to Advance the
 Litigation.....11

 2. The Notoriety and Personal Difficulties Factor Weighs in
 Favor of the Requested Service Award.11

 3. The Amount of Time and Effort Spent Favors the
 Requested Service Award.12

 4. The Duration of the Litigation Weighs in Favor of a
 Service Award.....13

 5. Plaintiff is Not Receiving Any Extra Personal Benefit as a
 Result of the Settlement.14

 C. The Amount of the Award is Presumptively Reasonable and
 Consistent With Awards in Similar Cases in this Circuit.14

IV. CONCLUSION.....15

TABLE OF AUTHORITIES

Page(s)

Cases

Ayala v. Valley First Credit Union,
 No. 1:22-CV-00657-HBK, 2024 WL 1053820 (E.D. Cal. Mar. 11,
 2024)10, 14, 15

Bellinghausen v. Tractor Supply Co.,
 306 F.R.D. 245 (N.D. Cal. 2015).....12, 13, 14

China Agritech, Inc. v. Resh,
 584 U.S. 732 (2018).....10

Covillo v. Specialty Cafe,
 No. C-11-00594 DMR, 2014 WL 954516 (N.D. Cal. Mar. 6, 2014).....11

Deaver v. Compass Bank,
 No. 13-cv-00222 JSC, 2015 WL 8526982 (N.D. Cal. Dec. 11,
 2015)11, 12

Hamilton v. Juul Labs, Inc.,
 20-cv-03710-EMC, 2021 WL 5331451 (N.D. Cal. Nov. 16, 2021)13

Manzo v. McDonald's Restaurants of California, Inc.,
 No. 1:20-CV-1175-HBK, 2022 WL 4586236 (E.D. Cal. Sept. 29,
 2022)10, 11, 14

Marshall v. Northrop Grumman Corp.,
 No. 16-cv-06794, 2020 WL 5668935 (C.D. Cal. Sept. 18, 2020).....10, 12, 14

Norton v. LVNV Funding, LLC,
 No. 18-CV-05051-DMR, 2022 WL 562831 (N.D. Cal. Feb. 24,
 2022)11

Rodriguez v. W. Publ’g Corp.,
 563 F.3d 948 (9th Cir. 2009)10

Waldbuesser v. Northrop Grumman Corp.,
 No. 06-cv-06213, 2017 WL 9614818 (C.D. Cal. Oct. 24, 2017)14

1 **I. INTRODUCTION**

2 Plaintiff Brandon Imber respectfully submits this Memorandum in support of
3 his Motion for Service Award. Mr. Imber is a former employee of Ritchie Trucking
4 (“Ritchie”) and a vested participant with a sizable account in the Employee Stock
5 Ownership Plan sponsored by Ritchie, known as The People’s Business Employee
6 Stock Ownership Plan (the “Plan” or “ESOP”). The claims brought on behalf of the
7 Class in this case allege that Defendants, all of whom were the ESOP’s fiduciaries
8 and/or parties-in-interest, breached their fiduciary duties and engaged in transactions
9 prohibited by ERISA in connection with the December 31, 2018 purchase of 2
10 million shares of common stock of the ESOP for \$19.5 million (the “2018
11 Transaction”).

12 After Mr. Imber became concerned that the 2018 Transaction did not reflect
13 fair market value, he took the initiative to locate an attorney with experience in ESOP
14 litigation on behalf of participants. Once he did so and obtained advice, he decided
15 to file claims on behalf of the Class to vindicate the rights of him and his fellow
16 employees who had significant amounts of their retirement in the ESOP. Despite
17 having spent nearly 15 years at Ritchie and developing friendships or friendly
18 relationships (including with some of the defendants), he made the difficult decision
19 to file this lawsuit. Filing this lawsuit required Mr. Imber to take on significant
20 personal and financial risks. Throughout this litigation, he has been actively involved
21 in this lawsuit and an advocate for his fellow employees. He has actively monitored
22 the progress of the case and was involved in the settlement negotiations. He reviewed
23 the filings in this case and provided information and/or documents when necessary.
24 While some class representatives are portrayed as mere figureheads, where the
25 litigation is initiated by attorneys, this is not such a case. Mr. Imber sought out
26 attorneys with significant experience litigating and trying ESOP cases who could
27 and would bring a class action to rectify the issues. Without his initiative, effort and
28

1 involvement, there would have been no litigation for the Class, no settlement for the
2 Class and no recovery for the Class. As a result of Plaintiff's decision to pursue his
3 claims on behalf of Class and his pursuit of and participation in this litigation,
4 Defendants have agreed to a Settlement of \$1.885 million consisting of \$485,000.00
5 in cash and \$1.4 million in debt reduction. This is a very good result for the Class
6 and the ESOP.

7 Plaintiff requests a modest \$5,000.00 for his service to the Class to be paid
8 out of the \$485,000.00. Courts in the Ninth Circuit have recognized that \$5,000.00
9 is a presumptively reasonable service award. Defendants have agreed to take no
10 position on the Service Award request so long as Plaintiff does not seek more than
11 \$5,000.00. No Class member has objected to his service award. Therefore, the Court
12 should grant this Motion for Service Award in the amount of \$5,000.00 for Plaintiff
13 and Class Representative Brandon Imber.

14 **II. BACKGROUND**

15 Plaintiff Brandon Imber worked for Ritchie Trucking for almost fifteen years.
16 Declaration of Brandon Imber ("Imber Decl.") ¶ 20. He worked as a general manager
17 for approximately 8 years. Complaint ¶ 7. During that time, he was a participant in
18 and became vested in the Employee Stock Ownership Plan sponsored by Ritchie,
19 known as The People's Business Employee Stock Ownership Plan. Imber Decl. ¶ 1.

20 As Defendants themselves conceded, prior to the 2018 Transaction with the
21 ESOP, Bruce and Pamela Lackey discussed selling Ritchie to Mr. Imber and another
22 employee for between \$10 million and \$12 million. Dkt. 74: 13-18; *see* Compl. ¶ 58.
23 Approximately a year later, the ESOP purchased 100% of Ritchie's stock for over
24 \$19.5 million. Compl. ¶ 64. Not only did this significantly greater price cause Mr.
25 Imber concerns, but Mr. Imber learned during his employment suggesting that
26 complete information may not have been provided to the ESOP advisors, including
27 the termination of a significant contact with General Electric. *Id.* ¶¶ 60-63. After Mr.
28

1 Imber learned that the purchase price of the 2018 Transaction, Mr. Imber became
2 concerned that the ESOP had paid more than fair market value for 100% of the stock
3 of Ritchie. Imber Decl. ¶ 2. As a result, he took the initiative to research, contact and
4 then hire attorneys with experience litigating ESOP cases to investigate this
5 transaction. *Id.* ¶ 3. He performed research on law firms that specialized in ESOP
6 cases, but was unable to locate any attorneys in the Fresno area (or anywhere nearby)
7 that had experience representing participants in ESOPs. *Id.* As a result of his
8 research, he found Joseph Barton. *Id.* After he contacted Mr. Barton, he sent a request
9 for documents in April 2021 pursuant to ERISA § 104(b)(4) seeking to obtain a
10 number of documents about the Plan and the method by which the stock had been
11 valued for purposes of the 2018 Transaction. *Id.* ¶ 4.

12 To assist his counsel, Mr. Imber provided documents and information to Class
13 Counsel to assist them in their investigation. *Id.* ¶ 5. At the time of filing the initial
14 Complaint, he agreed to serve as Plaintiff and proposed Class Representative in this
15 lawsuit. *Id.* ¶ 6. He agreed to consider the interests of the Class in addition to his
16 own interests, to participate actively in the lawsuit, and to recognize and accept that
17 any resolution of the lawsuit must be determined to be in the best interests the Class
18 as a whole. *Id.* He wanted to vindicate the rights of fellow employees who, like him,
19 had significant amounts of their retirement in the ESOP. *Id.* Since leaving Ritchie,
20 he has been unable to find employment offering equivalent pay and his current job
21 pays at least \$30,000 less than what he earned at Ritchie. *Id.*

22 Before the Complaint in this case was filed, he had a number of discussions
23 with Class Counsel to provide them with facts, and discussions about the case and
24 potential claims and the potential relief. *Id.* ¶ 7. He then reviewed the initial
25 Complaint before it was filed and authorized its filing, as well as the various filings
26 related to the motion to dismiss. *Id.* ¶ 8. During the litigation, he has consistently
27 worked around his full-time job to make time to fulfill his duties to the Class. *Id.* ¶
28

1 9. When Defendants expressed an interest in mediation, he discussed the potential
2 settlement with Class Counsel on a number of occasions, reviewed the mediation
3 statements, participated in the remote mediation, and stayed up to date on the status
4 of settlement discussions for 2 years. *Id.* ¶¶ 10-12. Mr. Imber took the initiative to
5 stay updated on the progress of the case. *Id.* ¶ 13. He would regularly review various
6 court filings, such as pleadings, briefs, produced documents, and status reports, and
7 diligently communicated with Class Counsel about the status of the case and often
8 asked for updates. *Id.* ¶¶ 13-14. He approved the significant terms of the settlement,
9 including the amount of monetary relief, and reviewed and approved the final
10 settlement agreement before authorizing Class Counsel to sign. *Id.* ¶¶ 14-15. He
11 discussed the settlement with Class Counsel and decided that the settlement was in
12 the best interests of the Class given the developments in the litigation and risks in
13 the litigation, and he considered the strengths and weaknesses of the claims and all
14 of the possibilities involving appeals if litigation were to continue. *Id.* ¶ 16. Had a
15 settlement agreement not been reached in this case that he thought was acceptable
16 given the risks in the case, he was prepared to litigate the case to judgment, to testify
17 at deposition if requested by Class Counsel, and to attend the trial and to testify if
18 requested by counsel. *Id.* ¶ 17. In the settlement, he was not provided or promised
19 any consideration or benefit for representing the Class or being a Plaintiff, and he
20 performed his duties necessarily and diligently. *Id.* ¶¶ 18-19.

21 Due to this litigation, the friendships he had at Ritchie no longer exist. *Id.* ¶
22 21. Since he worked at Ritchie for almost 15 years, he had many close friends, and
23 his family that would go on vacations with their families, spend holidays together,
24 and his children would play with theirs. *Id.* But he has since lost those friendships,
25 and since this litigation was filed, none of these former coworkers have reached out
26 to him or appear to want to have any contact with him. *Id.*

1 **III. ARGUMENT**

2 **A. Service Awards to Class Representatives are Typical in the Ninth**
3 **Circuit.**

4 “Incentive awards [to class representatives] are fairly typical in class action
5 cases.” *Ayala v. Valley First Credit Union*, No. 1:22-CV-00657-HBK, 2024 WL
6 1053820, at *12 (E.D. Cal. Mar. 11, 2024) (Barch-Kuchta, J.) (citing *Rodriguez v.*
7 *W. Publ’g Corp.*, 563 F.3d 948, 958 (9th Cir. 2009); *Manzo v. McDonald’s*
8 *Restaurants of California, Inc.*, No. 1:20-CV-1175-HBK, 2022 WL 4586236, at *12
9 (E.D. Cal. Sept. 29, 2022) (Barch-Kuchta, J.) (same). “Such awards are discretionary
10 . . . and are intended to compensate class representatives for work done on behalf of
11 the class, to make up for financial or reputational risk undertaken in bringing the
12 action, and, sometimes, to recognize their willingness to act as a private attorney
13 general.” *Rodriguez*, 563 F.3d at 958-59. “It is well established that the court may
14 grant incentive awards to class representatives, both as an inducement to participate
15 in the suit and as compensation for time spent in litigation activities, including
16 depositions.” *Marshall v. Northrop Grumman Corp.*, No. 16-cv-06794 AB-JCX,
17 2020 WL 5668935, at *10 (C.D. Cal. Sept. 18, 2020) (citation omitted), *appeal*
18 *dismissed*, No. 20-cv-56096, 2021 WL 1546069 (9th Cir. Feb. 16, 2021). The
19 Supreme Court has likewise recognized that class representatives may receive “an
20 attendant financial benefit” in the form of a service award that constitutes “a share
21 of class recovery above and beyond their individual claim.” *China Agritech, Inc. v.*
22 *Resh*, 584 U.S. 732, 747 & n.7 (2018).

23 **B. A Service Award to Mr. Imber is Appropriate and Reasonable.**

24 “Courts often assess the reasonableness of the award by taking into
25 consideration: ‘(1) the risk to the class representative in commencing a suit, both
26 financial and otherwise; (2) the notoriety and personal difficulties encountered by
27 the class representative; (3) the amount of time and effort spent by the class
28

1 representative; (4) the duration of the litigation; and (5) the personal benefit (or lack
2 thereof) enjoyed by the class representative as a result of the litigation.” *Covillo v.*
3 *Specialtys Cafe*, No. C-11-00594 DMR, 2014 WL 954516, at *8 (N.D. Cal. Mar. 6,
4 2014) (quoting *Van Vranken v. Atl. Richfield Co.*, 901 F. Supp. 294, 299 (N.D. Cal.
5 1995)).

6 **1. Mr. Imber Took on Risks in Order to Advance the**
7 **Litigation.**

8 Courts consider whether Plaintiffs “undertook a significant ‘reputational risk’
9 in bringing this action against [his] former employer.” *Deaver v. Compass Bank*, No.
10 13-cv-00222 JSC, 2015 WL 8526982, at *15 (N.D. Cal. Dec. 11, 2015). Courts also
11 consider the representative's financial risk, such as the potential liability for costs.
12 *Manzo*, 2022 WL 4586236, at *13 (citing *Zubia v. Shamrock Foods Co.*, No. 16-cv-
13 03128-ABA (GRX), 2017 WL 10541431, at *21 (C.D. Cal. Dec. 21, 2017)).

14 In almost four years of litigation, Mr. Imber faced reputational harm, which
15 will continue past the resolution of this lawsuit. Due to this litigation, the friendships
16 he used to have from Ritchie no longer exist, and none of these former coworkers
17 have reached out to him or appear to want to have any contact with him. Imber Decl.
18 ¶ 21. He also risked his future employment opportunities since his name was
19 associated with this lawsuit, and has not been able to find equal employment. *Id.* ¶
20 20. And had Mr. Imber not been willing to participate in this action and take on these
21 risks, the Class Members would not have received any benefit – which he did so
22 without being promised any service award. *Id.* ¶ 18.

23 **2. The Notoriety and Personal Difficulties Factor Weighs in**
24 **Favor of the Requested Service Award.**

25 “In employment cases, plaintiffs often ‘undertake a significant reputational
26 risk by bringing suit against their former employers.’” *Norton v. LVNV Funding,*
27 *LLC*, No. 18-CV-05051-DMR, 2022 WL 562831, at *9 (N.D. Cal. Feb. 24, 2022)

1 (quoting *Bellinghausen v. Tractor Supply Co.*, 306 F.R.D. 245, 287 (N.D. Cal.
2 2015)). A service award is appropriate where a plaintiff “took on the responsibilities
3 as a representative plaintiff despite the risks of possible stigma and responsibility for
4 the legal costs should the case have been unsuccessful because [he] felt Defendant’s
5 policies were ‘unjust and wrong’ and they wanted to ‘stand up for what [they]
6 believed was right.’” See *Deaver*, 2015 WL 8526982, at *15 (awarding \$7,500 to a
7 representative plaintiff for the time and effort expended after a three-year litigation).
8 That applies equally to Mr. Imber.

9 Mr. Imber suffered financial risk and harm, as well as reputational harm by
10 filing and pursuing this case. Imber Decl. ¶¶ 20-21. After litigation began, he lost
11 his close friends and makes a much lower salary. *Id.* The time spent on this case
12 required him to take time away from his personal and professional life for four years.
13 *Id.* ¶ 9. Thus, the factor concerning notoriety and personal difficulties weighs in
14 favor of a service award.

15 3. The Amount of Time and Effort Spent Favors the 16 Requested Service Award.

17 “An incentive award is appropriate where the class representatives remained
18 fully involved and expended considerable time and energy during the course of the
19 litigation.” *Marshall*, 2020 WL 5668935 at *11 (citation omitted). Mr. Imber
20 devoted significant time and effort to the litigation.

21 Not only did Mr. Imber take the initiative to contact an attorney about his
22 concerns about the ESOP, but he was actively involved even before litigation was
23 filed. Imber Decl. ¶¶ 2-3. He decided to pursue a Class action lawsuit to protect the
24 retirement benefits of his fellow employees and ESOP participants. *Id.* ¶ 6. Before
25 and after the litigation was filed, he worked closely with Class Counsel regarding all
26 aspects of the litigation and resolution of this case. *Id.* ¶¶ 3, 7, 9. He sent a request
27 for documents to the Plan Administrator and provided information to counsel for the
28

1 Complaint. *Id.* ¶ 4. He reviewed the Complaint and authorized its filing. *Id.* ¶ 8. He
2 reviewed the mediation statements and participated in the mediation session, and
3 continued to stay updated about the status of the settlement proposals. *Id.* ¶¶ 10-12.
4 He assisted Class Counsel by consistently communicating about the lawsuit,
5 searching for and providing relevant documents and information, and regularly
6 reviewing the court filings and the document production. *Id.* ¶ 13. He actively
7 monitored the progress of the case and the settlement, and when a settlement was
8 reached, he approved the significant terms and reviewed the settlement agreement.
9 *Id.* ¶ 14. Thus, Plaintiff’s involvement in the litigation weighs in favor of approving
10 the service award.

11 **4. The Duration of the Litigation Weighs in Favor of a Service** 12 **Award.**

13 Participating in “years of litigation” supports a service award. *Marshall*, 2020
14 WL 5668935 at *11 (citations omitted). In *Marshall*, the fact that the case had been
15 pending for three years at final approval weighed in favor of service awards. *Id.*
16 (awarding \$25,000 each to 6 class representatives); *see Hamilton v. Juul Labs, Inc.*,
17 20-cv-03710-EMC, 2021 WL 5331451, at *14 (N.D. Cal. Nov. 16, 2021) (awarding
18 \$10,000 where case had been pending for 2 years); *Bellinghausen v. Tractor Supply*
19 *Co.*, 306 F.R.D. 245, 267 (N.D. Cal. 2015) (awarding \$15,000 where case had been
20 pending “for one year and nine months” and plaintiff spent 73 hours on the case).
21 Here, the litigation has been pending for almost four years as it was filed on
22 December 30, 2021, with Mr. Imber being actively involved since before the
23 Complaint was filed. ECF No. 1; Imber Decl. ¶ 7. The duration of the litigation
24 weighs in favor of the requested service award.

1 **5. Plaintiff is Not Receiving Any Extra Personal Benefit as a**
2 **Result of the Settlement.**

3 “An incentive award may be appropriate when a class representative[] will
4 not gain any benefit beyond that they would receive as an ordinary class member.”
5 *Waldbuesser v. Northrop Grumman Corp.*, No. 06-cv-06213, 2017 WL 9614818, at
6 *8 (C.D. Cal. Oct. 24, 2017) (citing *Van Vranken v. A. Richfield Co.*, 901
7 F.Supp.294, 299 (N.D. Cal. 1995)). With respect to the Class Claims, Plaintiff will
8 receive the amount that is simply his share of the Class settlement.¹

9 **C. The Amount of the Award is Presumptively Reasonable and**
10 **Consistent With Awards in Similar Cases in this Circuit.**

11 Courts in the Ninth Circuit have recognized that \$5,000.00 is a presumptively
12 reasonable service award. *Ayala*, 2024 WL 1053820, at *12 (citing *Harris v. Vector*
13 *Marketing Corp.*, 2012 WL 381202, at *7 (N.D. Cal. Feb. 6, 2012) (collecting
14 cases)). “Incentive awards typically range from \$2,000.00 to \$10,000.00, and
15 [higher] awards are sometimes given in cases involving much larger settlement
16 amounts.” *Id.* (quoting *Sanders v. LoanCare, LLC*, No. 2:18-cv-09376-SJO (RAOx),
17 2019 WL 12340195, at *12 (C.D. Cal. Sept. 16, 2019); *Manzo*, 2022 WL 4586236,
18 at *12 (quoting *Bellinghausen v. Tractor Supply Co.*, 306 F.R.D. 245, 266-67 (N.D.
19 Cal. 2015)). There is no precise method for calculating the amount of an appropriate
20 service award; such awards are intended to compensate the plaintiff for work
21 performed on behalf of the class and to make up for financial or reputational risk.
22 *Ayala*, 2024 WL 1053820 at *12 (citing *Roes, I-2 v. SFBC Management, LLC*, 944
23 F.3d 1045, 1057-58 (9th Cir. 2019)); *Manzo*, 2022 WL 4586236, at *12 (same). This
24 Court previously awarded \$5,000 to a plaintiff who was not deposed, did not have

25 _____
26 ¹ The Complaint does allege one individual (i.e. non-class) claim by Mr. Imber. See
27 Compl. ¶¶ 122-135. The Class Settlement does not resolve that claim. To date,
28 Defendants have not agreed to settle that claim.

1 to respond to discovery but “assist[ed] with investigating the case, provide
2 background information and documents, review the pleadings, keep in contact with
3 class counsel through email and phone calls, and review the terms of the settlement
4 agreement before it was executed.” *Ayala*, 2024 WL 1053820, at *12.

5 Here, Mr. Imber initiated this case, assisted its investigation, provided key
6 information and background documents, reviewed the pleadings, participated in the
7 mediation, regularly communicated with Class Counsel about the status of the case
8 and the settlement negotiations, agreed to the terms and reviewed the settlement
9 agreement. Imber Decl. ¶¶ 3-16. Therefore, Plaintiff Imber’s request for a \$5,000.00
10 service award should be granted.

11 **IV. CONCLUSION**

12 For the foregoing reasons, Plaintiff’s Motion for Service Award should be
13 granted.

14
15 Dated: October 30, 2025

Respectfully submitted,



16
17
18 R. Joseph Barton (SBN 212340)
19 The Barton Firm LLP
20 1633 Connecticut Ave. NW, Suite 200
21 Washington, DC 20009
22 Tel: 202-734-7046
23 Email: jbarton@thebartonfirm.com

Attorney for Plaintiff Brandon Imber