

The Honorable Robert S. Lasnik

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UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF WASHINGTON AT SEATTLE

BRUCE CORKER d/b/a RANCHO ALOHA, *et al*;

Plaintiffs,

v.

MULVADI CORPORATION, *et al*.

Defendants.

NO. 2:19-cv-00290

**DECLARATION OF NATHAN T. PAINE IN SUPPORT OF PLAINTIFFS' MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT**

I, Nathan T. Paine, declare as follows:

1. I am a partner in the law firm of Karr Tuttle Campbell (“KTC”). I am Plaintiffs’ counsel of record in this litigation, along with counsel from Lief Cabraser Heimann & Bernstein (“LCHB”). I am a member in good standing of the bar of Washington. I respectfully submit this declaration in support of Plaintiffs’ Motion for Preliminary Approval of Class Settlement with Defendant L&K Coffee Company, LLC (“L&K”). Except as otherwise noted, I have personal knowledge of the facts set forth in this declaration and could testify competently to them if called upon to do so.

2. I have been involved in all aspects of this litigation since its investigation and inception in February 2019.

1           3.       As part of the present motion, Plaintiffs respectfully ask that this Court appoint  
2 Nathan Paine and Jason L. Lichtman, Daniel E. Seltz, and Andrew R. Kaufman of LCHB as  
3 Settlement Class Counsel on behalf of the Class. Proposed Settlement Class Counsel have,  
4 between them, extensive experience investigating, prosecuting, and resolving complex civil  
5 litigation, including intellectual property matters, and in my opinion, are well-qualified to serve  
6 as Settlement Class Counsel here. I attached KTC's firm resumé to my declaration submitted  
7 with a previous round of settlements in this litigation (*see* Dkt. 395-1), and incorporate it here.  
8 My co-counsel, Jason L. Lichtman, also previously submitted his qualifications to the Court. *See*  
9 Dkt. 394.

10 **I. Settlement Negotiations and Settlement Agreements**

11           4.       This settlement agreement, like the ones previously presented to the Court (Dkt.  
12 393, 411, 602), are the result of intensive litigation and arms-length negotiations. I can confirm  
13 the accuracy of the statements contained in the concurrently filed declaration of Jason Lichtman  
14 detailing the history of negotiations between L&K and Plaintiffs.

15 **II. Investigation and Discovery**

16           5.       The Settlement Agreement was negotiated by counsel with knowledge of the  
17 issues and litigation risks as a result of their thorough investigation and discovery efforts. Mr.  
18 Lichtman, Mr. Seltz, Mr. Kaufman, and I performed many tasks that were vital to the  
19 investigation, prosecution, and partial resolution, of the claims of the proposed Class. Mr.  
20 Lichtman and I described these tasks in prior Declarations submitted with the previous sets of  
21 settlements (Dkt. 394, 395, 412, 413, 603), and I set them out again here for completeness of the  
22 record. Among these tasks, we:

23           a.       Authored or edited the briefs and motions that have been presented in the  
24 litigation to date, including oppositions to motions to dismiss and discovery motions;

1           b.       propounded dozens of requests for production, interrogatories, and  
2 requests for admissions;

3           c.       oversaw the production of tens of thousands of documents;

4           d.       assisted with the preparation of the depositions of five named plaintiffs;

5           e.       identified and worked with numerous consulting experts in preparation for  
6 mediation and litigation, on issues such as damages, marketing, consumer behavior, and  
7 accounting;

8           f.       identified and worked with these experts in connection with Plaintiffs’  
9 motion for class certification and additional experts who served merits reports; and

10          g.       developed numerous settlement proposals and negotiated extensively with  
11 Defendants, including L&K.

12 **III.   Identification of Potential Settlement Class Members**

13          6.       At the time of filing the complaint, Plaintiffs alleged that there are more than 600  
14 members of the Settlement Class. There are no publicly available resources to determine the size  
15 of the class, but instead this allegation was based on a thorough pre-filing investigation that  
16 utilized various datapoints. Through discovery from third parties that provide milling and  
17 processing services to a large proportion of the class, Plaintiffs were able to confirm the size of  
18 the class at approximately 700 members or more, and we were able to obtain mailing addresses  
19 for 691 of them.

20 **IV.   Proposed Settlement Class Representatives**

21          7.       As part of this motion, Plaintiffs ask the Court to appoint them as Settlement  
22 Class Representatives to represent the Settlement Class. Based on my experience in complex  
23 commercial litigation, and my observations during the course of this litigation, it is my opinion  
24 that each of the Plaintiffs willingly, constructively, and effectively contributed to the prosecution  
25 of this litigation.

1 8. Plaintiffs have provided information and documents relevant to the prosecution of  
2 this case, responded to discovery, and maintained communication with proposed class counsel.  
3 Plaintiffs have patiently educated Proposed Settlement Class Counsel on all aspects of Kona  
4 coffee farming and have been an invaluable source of information for the investigation and  
5 prosecution of the claims. Plaintiffs have also prepared for and sat for all-day depositions.  
6 Plaintiffs have stayed abreast of the developments in the litigation and fully participated in each  
7 of the mediations that led to these settlements. Each Plaintiff was consulted on the terms of the  
8 Settlement Agreements before they were signed, approve their terms, and support their approval  
9 by the Court. Plaintiffs have expressed their continued willingness to protect the Class with the  
10 implementation of the Settlement Agreements, and until the litigation reaches a final resolution  
11 with the non-settling Defendants.

12 9. In light of the commitment of time, effort, and dedication of the Plaintiffs, I  
13 believe it is appropriate under applicable Ninth Circuit case law that Plaintiffs receive service  
14 awards to be paid from the Settlement Fund if approved by the Court. Plaintiffs were not  
15 promised, nor conditioned their representation, service, or support, on the expectation of a  
16 service award. The amounts of the proposed service awards will be included in the proposed  
17 notice to the Settlement Class so that Settlement Class Members can review, comment on, or  
18 object to those awards.

19 I declare under penalty of perjury that the forgoing is true and correct. Executed this 27th  
20 day of September, 2022, at Seattle, WA.

21 /s/ Nathan T. Paine  
22 Nathan T. Paine