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THE COSTA LAW FIRM
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Attorneys for Defendant
YIA YANG; YIA YANG dba YIA’S AUTO SALES;
YIA YANG dba PLATINUM FINANCIAL; YIA’s AUTO SALES, INC

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF CALIFORNIA
SACRAMENTO DIVISION

BOR PHA and NOU LEE,

Plaintiffs,

v.

YIA YANG; YIA YANG dba YIA’S
AUTO
SALES; YIA YANG dba PLATINUM
FINANCIAL; YIA’s AUTO SALES,
INC.; GREAT AMERICAN
INSURANCE COMPANY and Does 3
TO 10,

Defendants.

USDC Case No.: 2:12-cv-01580-TLN-DAD

**REQUEST AND STIPULATION
REGARDING APPROPRIATION OF
FUNDS OVERPAID TO THE
SETTLEMENT ACCOUNT; ORDER**

Hearing: May 7, 2015
Time: 1:30 p.m.
Dept: 3
Judge: Hon. Troy Nunley

The Parties hereto request and stipulate that this Court consider refunding the monies overpaid to the settlement account in the amount of \$23,392.39 to Defendant YIA YANG (“YANG”) in order for YANG to use such funds for payment towards Kemnitzer, Barron & Krieg’s attorney’s fees and costs.

The parties submit that there is good cause for this request because of the following circumstances:

1. On or about July 30, 2014, Plaintiffs counsel filed Declarations on behalf of Bryan Kemnitzer and YANG approving the class settlement amount of \$126,607.61.(see Docket No.149)

1 2. YANG, Pacific Specialty Insurance Company, and Great American Insurance
2 Company each deposited \$50,000.00 into the class settlement account for a total amount of
3 \$150,00.00, pursuant to Court order.

4 3. After payment of the \$126,607.61 to class members (class fund), the amount
5 remaining in the class settlement account will be \$23,392.39.

6 4. The \$23,392.39 is separate and apart from monies remaining in the Settlement Fund
7 as described in Section 5.07 of the Settlement Agreement (see Docket No. 156-1).

8 5. On or about April 29, 2015, the parties agreed that the money overpaid to the
9 class settlement account in the amount of \$23,392.39 should be refunded to YANG in order for
10 YANG to apply these funds towards payment of Plaintiffs counsel's attorney's fees and costs.
11 These funds will only be used for payment of attorney's fees and will not be applied toward any
12 separate payments YANG is required to make pursuant to the Settlement Agreement.

13 6. In an effort to alleviate any issues arising from overpayment of funds to the
14 settlement account, the parties submit the following request and stipulation.

15 **REQUEST AND STIPULATION**

16 That the Court refund the monies overpaid to the settlement account in the amount of
17 \$23,392.39. to Defendant YIA YANG ("YANG") in order for YANG to use such funds for
18 payment towards Kemnitzer, Barron & Krieg's attorney's fees and costs.

19 IT IS SO STIPULATED:

20
21 Dated: April 30, 2015

THE COSTA LAW FIRM

22 By: /s/ Daniel P. Costa
23 DANIEL P. COSTA
24 Attorney for Defendants
25 Yia Yang; Yia Yang dba Yia's Auto
26 Sales, Yia Yang dba Platinum Financial

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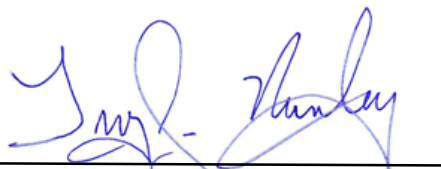
Dated: April 30, 2015

KEMNITZER, BARRON AND KRIEG

By: /s/ Bryan Kemnitzer
BRYAN KEMNITZER, Esq.
Attorney for Plaintiffs

GOOD CAUSING APPEARING. IT IS SO ORDERED.

Dated: July 20, 2015



Troy L. Nunley
United States District Judge