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15 **UNITED STATES DISTRICT COURT**  
16 **NORTHERN DISTRICT OF CALIFORNIA**  
17 **SAN FRANCISCO DIVISION**

19 JOE S. YEARBY, on behalf of himself and all  
20 others similarly situated,

21 Plaintiff,

22 v.

23 AMERICAN NATIONAL INSURANCE  
COMPANY,

24 Defendant.

Case No. 3:20-cv-09222-EMC

**NOTICE OF SETTLEMENT AND JOINT  
ADMINISTRATIVE MOTION FOR STAY  
PENDING SETTLEMENT APPROVAL**

**N.D. Cal. Local Rule 7-11**

Judge: Hon. Edward Chen

No Hearing Date Set Pursuant to L.R. 7-11(c)

1 Plaintiff Joe S. Yearby, on behalf of himself and the putative class, and American National  
2 Insurance Company request that the Court stay all pending deadlines in this matter while the Parties  
3 seek approval of a class action settlement. A stipulation and proposed order accompany this  
4 administrative motion pursuant to Local Rule 7-11.

5 Following mediation sessions with the Honorable Vaughn Walker, retired U.S. District  
6 Judge, the Parties reached an agreement calling for the preparation of formal settlement documents  
7 to resolve claims against American National arising from cost of insurance charges on the policy  
8 forms at issue in this litigation. The Parties will seek approval of the Settlement under Federal Rule  
9 of Civil Procedure 23(e). Plaintiff anticipates filing a motion for preliminary approval of the  
10 Settlement within 60 days. Due to the upcoming class-certification-related deadlines, the Parties  
11 respectfully request that this Court stay all pending deadlines in this matter while the parties  
12 complete the settlement-approval process.

13 “[T]he power to stay proceedings is incidental to the power inherent in every court to control  
14 disposition of the cases on its docket with economy of time and effort for itself, for counsel, and  
15 for litigants.” *Landis v. N. Am. Co.*, 299 U.S. 248, 254 (1936). “The exertion of this power calls  
16 for the exercise of sound discretion.” *CMAX, Inc. v. Hall*, 300 F.2d 265, 268 (9th Cir. 1962). In  
17 determining whether to stay proceedings, the district court should consider: “(1) possible damage  
18 which may result from granting a stay, (2) the hardship or inequity which a party may suffer in  
19 being required to go forward, and (3) the orderly course of justice measured in terms of the  
20 simplifying or complicating of issues, proof, and questions of law which could be expected to result  
21 from a stay.” *Id.* (citing *Landis*, 299 U.S. at 254-55); *see also Lockyer v. Mirant Corp.*, 398 F.3d  
22 1098, 1110 (9th Cir. 2005). A stay may be the most efficient and fairest course when there are  
23 “independent proceedings which bear upon the case.” *Levy v. Certified Grocers of Cal., Ltd.*, 593  
24 F.2d 857, 863 (9th Cir. 1979).

25 A stay is warranted in this matter. No prejudice will result from a stay of pending deadlines  
26 in this matter while the Parties’ settlement in this case is considered under Rule 23(e). On the other  
27 hand, it would be inefficient for the Parties and the Court, and would result in hardship, if pending  
28

1 deadlines in this matter are not stayed and the Parties and the Court are required to expend their  
2 time and resources litigating class certification during the settlement-approval process.

3 The Parties therefore respectfully request that the Court stay all pending deadlines in this  
4 matter pending the settlement-approval process.

5 Dated: January 4, 2023

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