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17 **UNITED STATES DISTRICT COURT**  
18 **EASTERN DISTRICT OF CALIFORNIA**  
19 **SACRAMENTO DIVISION**

20 EUGENIO AND ROSA CONTRERAS,  
21 WILLIAM PHILLIPS, TERESA BARNEY,  
22 KEITH AND TERESA MARCEL, SHERLIE  
23 CHARLOT, and JENNIE MILLER, on behalf  
24 of themselves and all others similarly situated,  
25 Plaintiffs,

26 v.

27 NATIONSTAR MORTGAGE LLC, a  
28 Delaware Limited Liability Company;  
29 SOLUTIONSTAR HOLDINGS LLC (N/K/A  
30 XOME HOLDINGS LLC), a Delaware  
31 Limited Liability Company; and  
32 SOLUTIONSTAR FIELD SERVICES LLC, a  
33 Delaware Limited Liability Company,

34 Defendants.

No. 2:16-cv-00302-MCE-JDP

**PLAINTIFFS' NOTICE OF MOTION AND  
MOTION FOR ATTORNEYS' FEES,  
REIMBURSEMENT OF EXPENSES, AND  
SERVICE AWARDS**

Date: November, 10, 2022  
Time: 2:00 PM  
Ctrm: 7  
Judge: Hon. Morrison C. England, Jr.

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1 Please take notice that on November 10, 2022, at 2:00 p.m., or as soon thereafter as Class  
2 Counsel<sup>1</sup> may be heard, in the courtroom of the Honorable Morrison C. England, Jr., Senior United  
3 States District Judge for the Eastern District of California, Plaintiffs Eugenio and Rosa Contreras,  
4 Sherlie Charlot, and Jennie Miller (collectively, “Plaintiffs” or “Named Plaintiffs”) will submit their  
5 Motion for Attorneys’ Fees, Reimbursement of Expenses, and Service Awards (the “Fee Motion”) in  
6 which they urge the Court to enter an order:  
7

- 8 1. approving and ordering the payment of Class Counsel’s Attorneys’ Fees and Expenses;  
9 and
- 10 2. approving and ordering the payment of Service Awards to the Named Plaintiffs.

11 This Fee Motion addresses only Class Counsel’s Attorneys’ Fees and Expenses, and Service  
12 Awards to Named Plaintiffs. Plaintiffs’ Unopposed Motion for Final Approval of Settlement  
13 Agreement and Certification of Settlement Class (“Final Approval Motion”) is set for hearing  
14 contemporaneously with this Fee Motion.

## 15 MEMORANDUM OF POINTS AND AUTHORITIES

### 16 I. INTRODUCTION

17 The Parties to this Litigation have entered into a comprehensive Settlement Agreement that  
18 provides substantial relief to the members of three Settlement Classes, including a total settlement  
19 amount of \$8.6 million.  
20

21 Class Counsel now move the Court for an attorneys’ fee award of 25% of the Settlement funds,  
22 or \$2,150,000. This request seeks no deviation from the Ninth Circuit benchmark of 25% for recovery  
23

24  
25 <sup>1</sup> All capitalized terms used herein shall have the same meanings as set forth in the Settlement and  
26 Release Agreement (“Settlement” or “Settlement Agreement”), unless otherwise set forth herein. *See*  
27 Joint Decl. of Laura R. Gerber and Thomas E. Loeser in Supp. of Pls.’ Unopposed Mot. for Final  
28 Approval of Settlement Agreement & Certification of Settlement Class, & Mot. for Att’ys’ Fees,  
Reimbursement of Expenses, & Service Awards (“Joint Decl.” or “Joint Declaration”), filed  
herewith, at Ex. 1.

1 of attorneys' fees in the class context, *see Fischel v. Equitable Life Assurance Soc'y of U.S.*, 307 F.3d  
2 997, 1007 (9th Cir. 2002), and is strongly supported by each of the factors to be considered under  
3 Ninth Circuit law. Class Counsel also moves the Court for reimbursement of Litigation expenses in the  
4 amount of \$226,585.83, and for Service Awards for the three Named Plaintiffs of \$10,000 each. These  
5 fees compensate Class Counsel and Plaintiffs for the significant time, effort, risk, and expenses they  
6 expended in the successful resolution of this Litigation. The fees and expenses are consistent with the  
7 benefits that the Settlement confers on the Settlement Classes; the proposed attorneys' fee award of  
8 25% of the monetary consideration provided for the Settlement represents a fractional multiplier of  
9 .665 on the discounted lodestar of \$3,237,160.50. Joint Decl. ¶ 46. Class Counsel's decision to request  
10 reimbursement of only a portion of the attorneys' fees they actually expended in their nearly seven-  
11 year prosecution allows for maximal recovery for the Settlement Classes, and further supports the  
12 reasonableness of the fee request. *Id.* The Service Awards to Named Plaintiffs are also fair and  
13 reasonable in light of their substantial commitment of time and effort to this Litigation for nearly seven  
14 years. *Id.* ¶¶ 47–48.

## 17 II. CLASS COUNSEL'S EFFORTS AND THE RESULTS OBTAINED

18 Class Counsel have detailed in the Joint Declaration the history of this Litigation, including that  
19 they committed considerable time and resources to prosecute this Litigation without any guarantee of  
20 payment. Joint Decl. ¶ 31. This Litigation was hard fought and involved extensive investigation,  
21 review of documents, legal research, a number of rounds of briefing and argument on the motion to  
22 dismiss, discovery, motions to compel, class certification briefing, and multiple rounds of mediation.  
23 All of these steps were necessary to achieve a positive result for the Settlement Classes. Joint Decl.  
24 ¶¶ 5–11, 25–30; Final Approval Motion 2–3.

25 Class Counsel will continue to devote time responding to inquiries from the Settlement Classes  
26 and answering questions concerning the Settlement. Joint Decl. ¶ 30. Accordingly, Class Counsel  
27

1 request an award of Attorneys' Fees and Expenses for the significant time they have devoted to this  
2 Litigation, and also Service Awards to Named Plaintiffs for their service to the Settlement Classes over  
3 the six years since the Litigation was filed.

4 **III. CLASS COUNSEL'S REQUESTED ATTORNEYS' FEE IS FAIR AND REASONABLE**

5 Attorneys' fee awards in class action cases are governed by Federal Rule of Civil Procedure  
6 23(h), which provides that after a class has been certified, the Court may award reasonable attorneys'  
7 fees and costs. In the Ninth Circuit, district courts have "an independent obligation to ensure that [any  
8 attorneys' fee] award, like the settlement itself, is reasonable, even if the parties have already agreed to  
9 an amount." *In re Bluetooth Headset Prods. Liab. Litig.*, 654 F.3d 935, 941 (9th Cir. 2011).

10 "[W]hether the attorneys' fees come from a common fund or are otherwise paid, the district court must  
11 exercise its inherent authority to assure that the amount and mode of payment of attorneys' fees are fair  
12 and proper." *Briseño v. Henderson*, 998 F.3d 1014, 1022–23 (9th Cir. 2021) (quoting *Zucker v.*  
13 *Occidental Petroleum Corp.*, 192 F.3d 1323, 1328 (9th Cir. 1999)).

14 In this jurisdiction, courts have discretion to use one of two methods to determine whether a  
15 request is reasonable: (1) percentage of the recovery; or (2) the lodestar method. *In re Optical Disk*  
16 *Drive Prods. Antitrust Litig.*, 959 F.3d 922, 929–30 (9th Cir. 2020). However, "[t]he use of the  
17 percentage-of-the-fund method in common fund cases is the prevailing practice in the Ninth Circuit for  
18 awarding attorneys' fees and permits the Court to focus on showing that a fund conferring benefits on  
19 a class was created through the efforts of plaintiffs' counsel." *In re Korean Air Lines Co., Ltd.*

20 *Antitrust Litig.*, No. CV 07-05107 SJO (AGRx), 2013 WL 7985367, at \*1 (C.D. Cal. Dec. 23, 2013).

21 As set forth above, the Ninth Circuit has generally set a 25% benchmark for the award of attorneys'  
22 fees in common fund cases. *Fischel*, 307 F.3d at 1007; *see also Bluetooth*, 654 F.3d at 942 ("[C]ourts  
23 typically calculate 25% of the fund as the 'benchmark' for a reasonable fee award, providing adequate  
24 explanation in the record of any 'special circumstances' justifying a departure.") (citations omitted).

1 “Selection of the benchmark or any other rate must be supported by findings that take into account all  
2 of the circumstances of the case.” *Vizcaino v. Microsoft Corp.*, 290 F.3d 1043, 1048 (9th Cir. 2002).  
3 The Ninth Circuit encourages courts using the percentage-of-recovery method to perform a cross-  
4 check by applying the lodestar to confirm the percentage of recovery is reasonable. *In re Optical Disk*  
5 *Drive Prods.*, 959 F.3d at 929–30 (citing *In re Online DVD-Rental Antitrust Litig.*, 779 F.3d 934, 949  
6 (9th Cir. 2015)); *see also In re Bluetooth*, 654 F.3d at 942. Under either method, the requested award  
7 of Attorneys’ Fees and Expenses here can be amply justified under the Ninth Circuit’s standards as  
8 reasonable and should be awarded.  
9

10 **A. The Requested Attorneys’ Fees Are Reasonable Under the Percentage-of-the-Recovery**  
11 **Method.**

12 Because quantification of the benefit to the class is relatively easy in common-fund settlements,  
13 courts may award attorneys a percentage of the common fund in lieu of the more time-consuming task  
14 of calculating the lodestar. *In re Bluetooth*, 654 F.3d at 942. This Settlement resulted in a common  
15 fund of \$8.6 million for the three Settlement Classes. Accordingly, Plaintiffs’ request for \$2.15 million  
16 for Attorneys’ Fees and Expenses, and Service Awards represents 25% of the Settlement value which  
17 is consistent with the Ninth Circuit’s benchmark of 25%. *In re Bluetooth*, 654 F.3d at 942.  
18

19 **B. The Requested Attorneys’ Fees Are Reasonable Based Under the Lodestar Method.**

20 The Court may also award attorneys’ fees under the lodestar method, a method that is  
21 appropriate where the relief sought and obtained is not as easily monetized. *Id.* at 941. While the value  
22 of the relief sought here is easily monetized, a lodestar cross-check can validate the reasonableness of  
23 the requested Attorneys’ Fee award. The lodestar is calculated by multiplying the hours spent on the  
24 case by reasonable hourly rates for the region and attorney experience. *Id.* at 941–42. Where a lodestar  
25 is merely used as a cross-check the court “may use a ‘rough calculation of the lodestar.’” *Bond v.*  
26  
27  
28



1 *Ferguson Enters., Inc.*, No. 1:09-cv-1662 OWW MJS, 2011 WL 2648879, at \*12 (E.D. Cal. June 30,  
2 2011) (citation omitted).

3 The Court may apply a multiplier to the lodestar in light of certain factors, adjusting the  
4 lodestar up or down. One such list of factors consists of the *Kerr* factors.<sup>2</sup> Another is the *Churchill*  
5 factors.<sup>3</sup> Both lists are still relied on in this Circuit. *See In re Bluetooth*, 654 F.3d at 942 n.7 (*Kerr*), 946  
6 (*Churchill*); *Kim v. Allison*, 8 F.4th 1170, 1178 (9th Cir. 2021) (*Churchill*); *see also Hanlon v.*  
7 *Chrysler Corp.*, 150 F.3d 1011, 1029 (9th Cir. 1998), *overruled on other grounds Wal-Mart Stores,*  
8 *Inc., v. Dukes*, 564 U.S. 338 (2011) (lodestar figures may be adjusted based on “quality of the  
9 representation, the benefit obtained for the class, the complexity and novelty of the issues presented,  
10 and the risk of nonpayment”). No list is exclusive, and any list must be tailored to the facts of the case.  
11 *See generally In re Bluetooth*, 654 F.3d at 941–44.

12  
13  
14 Class Counsel submit with this application a summary of their time incurred during this  
15 litigation. Joint Decl. ¶¶ 40–41, 45–46; Exs. 10, 11. After modification to these records in the exercise  
16 of billing judgment, the exhibits show the total number of recorded hours for each timekeeper, the  
17 billing rate for each timekeeper, and the total lodestar for each timekeeper.

18  
19  
20 <sup>2</sup> *Kerr v. Screen Extras Guild, Inc.*, 526 F.2d 67, 70 (9th Cir. 1975), *abrogated on other grounds, City*  
21 *of Burlington v. Dague*, 505 U.S. 557 (1992) (“(1) the time and labor required, (2) the novelty and  
22 difficulty of the questions involved, (3) the skill requisite to perform the legal service properly,  
23 (4) the preclusion of other employment by the attorney due to acceptance of the case, (5) the  
24 customary fee, (6) whether the fee is fixed or contingent, (7) time limitations imposed by the client or  
the circumstances, (8) the amount involved and the results obtained, (9) the experience, reputation,  
and ability of the attorneys, (10) the ‘undesirability’ of the case, (11) the nature and length of the  
professional relationship with the client, and (12) awards in similar cases.”).

25 <sup>3</sup> *Churchill Vill., L.L.C. v. Gen. Elec.*, 361 F.3d 566, 575 (9th Cir. 2004) (“(1) the strength of the  
26 plaintiffs’ case; (2) the risk, expense, complexity, and likely duration of further litigation; (3) the risk  
27 of maintaining class action status throughout the trial; (4) the amount offered in settlement; (5) the  
28 extent of discovery completed and the stage of the proceedings; (6) the experience and views of  
counsel; (7) the presence of a governmental participant; and (8) the reaction of the class members of  
the proposed settlement.”).

1 Class Counsel submits that further exercise of billing judgment is appropriate for this lodestar  
2 cross-check because of the unique circumstances of this Settlement. Through the course of the  
3 Litigation, Class Counsel aggressively litigated claims concerning two types of fees: inspection fees;  
4 and convenience fees. During the course of the Litigation, until the time that the inspection fee claims  
5 were settled and dismissed just prior to filing the Motion for Preliminary Approval of Class Action  
6 Settlement, ECF No. 154, those inspection fee claims were litigated on behalf of the putative classes,  
7 and motion practice and discovery was sought and conducted as to both types of fees, in equal  
8 measure, and much of the discovery was usable and necessary for both types of claims. Joint Decl.  
9 ¶ 46. As part of the settlement negotiations however, the Parties entered into separate individual  
10 settlement agreements that resolved Plaintiffs' inspection fee claims on an individual basis. Stipulation  
11 to Dismiss Action in Part, ECF No. 151. Those claims were dismissed with prejudice as to Named  
12 Plaintiffs, but without prejudice as to the absent putative class members. Order to Dismiss Action in  
13 Part, ECF No. 156. It is therefore only the Convenience Fee portion of the Litigation that is now being  
14 settled on a class basis, and thus it is appropriate to discount the lodestar cross-check. Given the  
15 substantial overlap in discovery between the two types of claims, a reduction 25%-33% would be  
16 entirely reasonable as likely not even that much of the work in this case was exclusively for the  
17 inspection fee claims. However, to err on side of conservatism and provide the maximum benefit to the  
18 Settlement Classes from the Settlement, Class Counsel have elected to reduce their lodestar for  
19 purposes of the lodestar cross-check by 50%.

20  
21  
22  
23 Class Counsel expended a total of 10,317.50 hours developing and prosecuting this Litigation.  
24 Joint Decl. ¶ 45. The Joint Declaration, Ex. 12, aggregates all the time spent by all Class Counsel from  
25 both firms as detailed in Exs. 10, 11 to the Joint Declaration. At Class Counsel's hourly rates, which  
26 are comparable to those of other class action attorneys, this amounts to a total lodestar of  
27  
28

1 \$6,474,321.00. *Id.* ¶¶ 32–41. Class Counsel have elected to present a discounted lodestar of  
2 \$3,237,160.50, which represents Class Counsel’s total lodestar, discounted by 50%, for purposes of the  
3 lodestar cross-check.

4 The lodestar method confirms the reasonableness of Class Counsel’s attorneys’ fee request.  
5 Class Counsel’s total requested award of \$2.15 million includes unreimbursed Litigation expenses  
6 totaling \$226,585.83, plus the requested Service Awards for Plaintiffs in the total amount of \$30,000  
7 (discussed below). *Id.* ¶¶ 43–44, 47–48. After reimbursement of Expenses and Service Awards for  
8 Plaintiffs, the requested Attorneys’ Fee award would amount to \$1,893,414.17 (not including  
9 Settlement Administration and notice costs), or only 58.5% of Class Counsel’s combined, discounted  
10 lodestar of \$3,237,160.50.<sup>4</sup> *Id.* ¶¶ 45–46. Because Class Counsel actually requests a fractional lodestar,  
11 i.e., a fraction of their total discounted lodestar, there can be no doubt then that the lodestar cross-  
12 check amply supports the benchmark 25% fee. Factors particularly relevant to the fee request in this  
13  
14  
15 Litigation include:

16 **1. The Benefits to the Settlement Classes.**

17 As discussed in detail in the Final Approval Motion, the Settlement provides substantial  
18 benefits to the Settlement Classes of \$8.6 million, which will be distributed to each Settlement Class  
19 Member in proportion to the Convenience Fees assessed to each loan number. Final Approval Motion  
20 4. Discovery and information provided by Nationstar indicates that Settlement Class Members paid  
21 approximately \$38,000,000 in Convenience Fees during the respective Class Periods. Joint Decl. ¶ 7.  
22 While Plaintiffs sought to recover compensation for the full payment of these Convenience Fees, they  
23 also acknowledged the possibility that Nationstar might be able to demonstrate its representations  
24  
25

26 <sup>4</sup> As explained in the Joint Declaration, the lodestar excludes several types of time, including the time  
27 of timekeepers who billed fewer than twenty hours to the Litigation, time deleted as a matter of  
28 billing judgment, and all time accrued after July 31, 2022. Joint Decl. ¶ 32.

1 about Convenience Fees were not misleading, and/or the borrower contract was ambiguous. *Id.* ¶ 8.  
2 The Settlement amount of \$8.6 million is an excellent result for the Settlement Classes and provides  
3 for a recovery of approximately 22.4% of the Convenience Fees charged to the Settlement Classes  
4 stemming from Nationstar's alleged misconduct. *Id.* ¶ 7.

5  
6 **2. Time and Labor Required.**

7 The 10,317.50 hours Class Counsel collectively expended on this case were reasonably spent,  
8 especially given the high-stakes, high-risk nature of this Litigation and the excellent results obtained.  
9 Joint Decl. ¶¶ 5–10, 25–33. Class Counsel: (1) investigated the facts of this Litigation and filed the  
10 Complaint; (2) conducted extensive, contested written discovery; (3) filed several motions to compel,  
11 obtained document discovery and reviewed hundreds of thousands of pages of documents; (4)  
12 consulted with experts; (5) litigated serial motions to dismiss; (6) amended their complaint to assert  
13 new causes of action; (7) filed the opening class certification briefs; (8) crafted a comprehensive  
14 Settlement after arm's-length negotiations overseen by a third-party mediator; (9) successfully moved  
15 for preliminary approval of the Settlement; (10) played a major role in developing the notice materials  
16 and supervised the dissemination of notices; and (11) responded to Settlement Class Members'  
17 inquiries concerning the notices, and the Settlement. Joint Decl. ¶¶ 12–24, 25–30. Moreover, Class  
18 Counsel's work is not yet done. Class Counsel still need to complete the final approval process, assist  
19 Settlement Class Members with inquiries, respond to any potential objections, and handle any resulting  
20 appeal. *Id.* ¶ 30.

21  
22  
23 **3. Class Counsel's Rates Per Hour.**

24 The hourly rates Class Counsel charged to perform this work, which range from \$90 to \$1100  
25 are reasonable. *Id.* ¶¶ 32–39. Class Counsel have submitted in the Joint Declaration the range of rates  
26 approved for a number of fee petitions in other complex consumer and employee benefits cases in  
27

1 which they reported hourly rates at amounts similar to, and comparable with those sought herein, *id.*  
2 ¶¶ 37–38, as well as the range of rates for similarly experienced attorneys in the class action bar. *Id.*  
3 ¶ 39.

4  
5 **4. The Novelty and Difficulty of the Questions Involved, and the Requisite Legal Skill  
6 Required.**

7 This consumer class action was complicated, and the area of law developed during the course  
8 of this Litigation. Plaintiffs' Complaint alleged claims for RICO, breach of contract, unjust  
9 enrichment, and consumer protection claims from multiple states. Third Amended Class Action  
10 Complaint, ECF No. 114. The Settlement was only achieved after six years of protracted, contentious  
11 litigation, extensive investigation from experienced Class Counsel, including review of hundreds of  
12 thousands of pages of discovery, fifteen depositions, dispositive motions practice, the filing of a class  
13 certification motion, and Defendants' response thereto, and two in-person mediation sessions with the  
14 aid of well-experienced and respected mediators, and only settled following a mediator's proposal.  
15 Joint Decl. ¶¶ 5–8, 27–29. This Litigation demanded a high degree of legal skill, both to settle the case  
16 and to be prepared to litigate the issues through trial. *Id.*

17  
18 **5. The Preclusion of Other Employment.**

19 As noted above, this Litigation has been very demanding, with the investigation and Litigation  
20 extending over nearly seven years. At times, the requirements of this Litigation crowded the firms'  
21 dockets and certainly precluded other work for the attorneys involved. *Id.* ¶¶ 5–8, 27–29.

22 **6. The Customary Fee.**

23 The fractional multiplier of .665 requested by Class Counsel here is far *below* the range of  
24 multipliers typically approved in reported Ninth Circuit cases. *See Vizcaino*, 290 F.3d at 1051–52; n.6  
25 (approving multiplier of 3.65 and citing a survey indicating that most multipliers range from 1.0–4.0).  
26

1           **7. The Contingent Nature of This Litigation Supports an Award of Attorneys' Fees.**

2           From the outset, Class Counsel litigated this case on a contingent basis and placed at risk their  
3 own resources to do so. Absent this Settlement, the Settlement Class and their counsel risked obtaining  
4 no recovery at all. Joint Decl. ¶ 8. Indeed, in some consumer cases involving similar claims against the  
5 same defendant, such as *Morandi v. Nationstar Mortgage, LLC*, No. 2:19-cv-06334-MCS-MAA, 2021  
6 WL 1398967, at \*6 (C.D. Cal. Apr. 6, 2021), counsel recovered nothing, not for the class and not for  
7 counsel. The contingent nature of this Litigation therefore favors the award of attorneys' fees. *See*  
8 *Fischel*, 307 F.3d at 1010 (remanding to district court with instructions to consider class counsel's  
9 payment risk in determining whether to apply a multiplier).  
10

11           **8. Class Counsel's Experience and Reputation Weighs in Favor of the Award.**

12           Class Counsel are among the leading plaintiffs' firms and possess unparalleled expertise in the  
13 specific types of consumer claims brought in this Litigation. Joint Decl. ¶ 25, Ex. 7 (Keller Rohrback  
14 Resume), Ex. 8 (Hagens Berman Resume). Defense counsel are highly respected and experienced. *Id.*  
15 ¶ 26. Given this formidable opposition, a high level of experience was required for success.  
16

17           **IV. THE COURT SHOULD AWARD THE REQUESTED LITIGATION EXPENSES**

18           This Court may award reasonable expenses authorized by the parties' agreement. Fed. R. Civ.  
19 P. 23(h). Trial courts may determine what is reasonable based on an objective standard of  
20 reasonableness, i.e., the prevailing market value of services rendered. *Blum v. Stenson*, 465 U.S. 886,  
21 895 (1984). Here, based on the Joint Declaration filed contemporaneously herewith, Class Counsel  
22 request reimbursement for common and routinely reimbursed Litigation expenses incurred by Class  
23 Counsel in the amount of \$226,585.83. Joint Decl. ¶¶ 42–44, Ex. 10 (Keller Rohrback Expenses), Ex.  
24 11 (Hagens Berman Expenses).<sup>5</sup> Class Counsel have filed a list of their expenses by category and the  
25

26 \_\_\_\_\_  
27 <sup>5</sup> The expenses incurred prosecuting this complex class action include filing fees; travel fees for court  
28 appearances, depositions, and mediation; copying, delivery, and telecommunications charges; legal

1 total amount advanced for each category, allowing the Court to assess whether the expenses are  
2 reasonable. *See Wren v. RGIS Inventory Specialists*, No. C-06-05778 JCS, 2011 WL 1230826, at \*30  
3 (N.D. Cal. Apr. 1, 2011), *supplemented*, 2011 WL 1838562 (N.D. Cal. May 13, 2011). Class Counsel  
4 submit that these expenses were necessary for the case and resolution of this Litigation.

#### 5 **V. THE COURT SHOULD AWARD THE REQUESTED SERVICE AWARDS**

6 Class Counsel respectfully request that the Court approve Service Awards of \$10,000 for each  
7 of the Named Plaintiffs. It is well-recognized in this Circuit that “named plaintiffs . . . are eligible for  
8 reasonable incentive payments” as part of a class action settlement. *Staton v. Boeing Co.*, 327 F.3d  
9 938, 977 (9th Cir. 2003). Such enhancements compensate class representatives for “work done on  
10 behalf of the class, [and] to make up for financial or reputational risk undertaken in bringing the  
11 action[.]” *Rodriguez v. W. Publ’g Corp.*, 563 F.3d 948, 958–59 (9th Cir. 2009). Citing concerns about  
12 possible improper motives, the Ninth Circuit has established a presumptive “benchmark” of \$5,000,  
13 subject to increase if the facts warrant it. *Dyer v. Wells Fargo Bank, N.A.*, 303 F.R.D. 326, 335–36  
14 (N.D. Cal. 2014).  
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17 In the Ninth Circuit the following factors are to be considered by courts when determining  
18 incentive awards:

19 (1) the actions the plaintiff has taken to protect the interests of the class; (2) the degree to  
20 which the class has benefitted from those actions; (3) the duration of the litigation and the  
21 amount of time and effort the plaintiff expended in purs[uing] it; and (4) the risks to the  
22 plaintiff in commencing the litigation, including reasonable fears of workplace  
23 retaliation, personal difficulties, and financial risks.

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26 research charges; electronic discovery and document hosting charges; deposition expenses; and  
27 mediators’ charges. These expenses are typically billed by attorneys to paying clients, and are  
28 calculated based on the actual expenses of these services in the markets in which they have been  
provided. Class Counsel maintain appropriate back-up documentation for each expense. Joint Decl.  
¶¶ 42–44.

1 *Wren*, 2011 WL 1230826, at \*32. Each of these factors supports granting the full Service Awards  
2 requested here.

3 As to the first factor, Mrs. Contreras (on behalf of herself and Mr. Contreras), Ms. Charlot, and  
4 Ms. Miller have “protected the interests of the classes” continuously, and for the life of this nearly  
5 seven-year Litigation. As their declarations explain, they have been in frequent communication with  
6 Class Counsel during the life of the Litigation. Joint Decl., Ex. 13 ¶ 7 (Charlot Decl.), Ex. 14 ¶ 7  
7 (Miller Decl.), Ex. 15 ¶ 7 (Contreras Decl.). Named Plaintiffs have assisted Class Counsel at every  
8 stage in investigating the Litigation, assisting the lawyers in drafting the Complaint, participating in  
9 discovery, discussing strategy and so on, with no guarantee of any success or “pay-off” as to the  
10 outcome of their efforts. As to the second factor, the “class has benefitted from those actions”  
11 enormously. The Settlement achieved provides the Settlement Classes with real economic benefit and  
12 will provide each Settlement Class Member with cash back in proportion to the Convenience Fee  
13 charges they paid. The third factor is “duration”; Named Plaintiffs all worked on the Litigation for over  
14 six years, some, for seven years. That is a long time to be a plaintiff actively engaged with Class  
15 Counsel. Finally, as they explain in each of their Declarations, the Plaintiffs faced unique hurdles in  
16 this Litigation, including having their Nationstar loan account access severely restricted, including for  
17 payment purposes, having their names publicized as the faces of this Litigation, and preparing and  
18 sitting for deposition and other discovery events at times that were inconvenient with their work  
19 schedules. Joint Decl., Ex. 13 ¶¶ 6–12 (Charlot Decl.), Ex. 14 ¶¶ 6–13 (Miller Decl.), Ex. 15 ¶¶ 6–13  
20 (Contreras Decl.). In the opinion of Class Counsel, Named Plaintiffs have earned the Service Awards.  
21 Named Plaintiffs have been very important in this Litigation, and we urge the Court to award the full  
22 amount of the requested \$10,000 Service Award for each Named Plaintiff.  
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**VI. CONCLUSION**

For the foregoing reasons, Class Counsel respectfully request that the Court grant Plaintiffs' Motion for Attorneys' Fees, Reimbursement of Expenses, and Service Awards, together with such other and further relief as the Court may deem just and proper. A proposed order granting the relief sought herein is attached to the contemporaneously filed Final Approval Motion.

DATED this 6th day of September 2022.

By /s/ Laura R. Gerber

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**CERTIFICATE OF SERVICE**

I hereby certify that on September 6, 2022, I electronically filed the foregoing with the Clerk of the Court using the CM/ECF system, which in turn sent notice to all counsel of record.

/s/ Laura R. Gerber  
Laura R. Gerber