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UNITED STATES DISTRICT COURT
DISTRICT OF OREGON
PORTLAND DIVISION

DANICA LOVE BROWN, individually and
on behalf of all others similarly situated,
Plaintiff,

v.

STORED VALUE CARDS, INC. (d/b/a
NUMI FINANCIAL); and CENTRAL
NATIONAL BANK AND TRUST
COMPANY, ENID, OKLAHOMA,
Defendants.

NO. 3:15-cv-01370-MO

PLAINTIFF'S MOTION FOR
APPROVAL OF ATTORNEY FEES,
COSTS, AND CASE CONTRIBUTION
AWARD FROM THE SETTLEMENT
FUND

**Fairness Hearing Set:
December 10, 2024, at 10:00 a.m.**

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I. MOTION

In accordance with the Court's Order for Preliminary Approval of the Settlement Agreements, ¶14 (ECF 307), this motion seeks approval of attorney fees for Class counsel, reimbursement of costs, and a case contribution award to the class representative, Plaintiff Danica Brown. Also in accordance with that order, this motion and its supporting materials will be posted on the settlement website at www.numireleasecard.com, which also states that objections or comments to this request may be sent by electronic or regular mail for consideration at the fairness hearing on December 10, 2024, when the Court will address this request.

II. CLASS COUNSEL'S REQUEST FOR ATTORNEY FEES SHOULD BE APPROVED

A. Case Background

Money taken from class members is held in trust for them while in custody. When released, they are entitled to have those funds returned. Class members, however, were required to accept Defendants' prepaid debit cards ("release cards") to obtain their money when they were released from custody. Defendants' release card program charged fees and imposed other requirements. Plaintiff/class representative Danica Brown filed this class action alleging that program was illegal under the Electronic Fund Transfer Act ("EFTA") because (1) the release cards were not requested by class members and (2) the fees levied by the Defendants were illegal. Defendants' efforts to require these claims to be submitted to arbitration were rejected by this Court and the Ninth Circuit.

Prior to the Defendants' appeal of the arbitration decision, this Court certified those claims for an Oregon class. After the Ninth Circuit affirmed this Court's decision

denying arbitration, the Court reviewed submissions regarding whether a national class should be certified. On July 13, 2023, the Court certified the EFTA claims for a national class. ECF 288. The parties then engaged in mediation and separate agreements were reached with Defendant CNB and Defendant Numi to settle this case, which have been preliminarily approved by the Court.

B. Counsel Involved in the Case

This case was filed in July 2015 by a New York law firm, Giskan Solotaroff Anderson & Stewart LLP (Raymond Audain), with The Portland Law Collective, LLP (Benjamin Haile) as local counsel. Two lawyers associated with the Human Rights Defense Center (“HRDC”) also obtained *pro hac vice* approval to participate in the case. On December 2, 2016, Keller Rohrback L.L.P. (Daniel P. Mensher) also appeared as counsel for plaintiff. Three additional attorneys from Keller Rohrback were admitted *pro hac vice*. On December 5, 2016, the Keller Rohrback attorneys substituted for the Giskan Solotaroff Anderson & Stewart attorneys and assumed the role of lead counsel.

Plaintiff’s EFTA and Section 1983 claims were dismissed on August 25, 2016 (ECF 86) and the remainder of the claims were dismissed on summary judgment on August 2, 2018. On August 9, 2018, Keller Rohrback advised Ms. Brown that it would no longer represent her and would not appeal those decisions. HRDC filed a notice of appeal with the Ninth Circuit and arranged for Public Justice (Karla Gilbride) to handle the appeal on behalf of Ms. Brown. None of her other attorneys—other than HRDC—offered to assist with the appeal or continue to represent her.

During the appeal, Chris Youtz from Sirianni Youtz Spoonemore Hamburger (“SYSH”) was contacted to handle this matter if the appeal was successful. When the decisions were reversed and the case remanded to this Court, SYSH assumed the role of lead counsel with Megan Glor as local counsel. Public Justice continued to participate in the case. When a class was certified in this action, Chris Youtz and Rick Spoonemore of SYSH, Karla Gilbride of Public Justice, and Ms. Glor, were designated as Class counsel. This fee request is made collectively on behalf of all three firms, who have agreed on how an award made by the Court will be distributed among their firms.

C. Legal Standards for the Approval of Attorney Fees

Federal Rule of Civil Procedure Rule 23(h) governs awards of attorney fees in class action cases. After a class has been certified, the Court may award reasonable attorney fees and nontaxable costs. Fed. R. Civ. P. 23(h). There are two bases for awarding fees in this case. The sole certified claim in this case is based on the EFTA, which authorizes an award of attorney fees, costs, and expenses to a successful plaintiff. 15 U.S.C. § 1693m(a)(3). Also, the settlements create a common fund for the members of the class. Where litigation leads to the creation of a common fund, courts may determine the reasonableness of a request for attorney fees using either the percentage-of-recovery method or the lodestar method. *See In re Bluetooth Headset Prods. Liab. Litig.*, 654 F.3d 935, 944-45 (9th Cir. 2011) (deciding courts may use either method to gauge reasonableness while recommending courts cross-check their calculations against a second method). *See Grey Fox, LLC v. Plains All-Am. Pipeline, L.P.*, 2024 U.S. Dist. LEXIS 167594, at *3 (C.D. Cal., Sep. 17, 2024).

The percentage-of-recovery approach is generally used in calculating fees in common fund cases. *Vizcaino v. Microsoft Corp.*, 290 F.3d 1043, 1047 (9th Cir. 2002). Once the size of the total benefit to the class is determined, the Court may award a percentage of the benefit as attorney fees. The benchmark percentage in the Ninth Circuit is 25 percent, with the opportunity to adjust the percentage upwards or downwards depending on the circumstances (including the amount of the settlement, the level of the risk involved in the litigation, and a showing that the fee award is similar to standard fees or other similar litigation).¹ *Vizcaino*, 290 F.3d at 1050. This list is not exhaustive. *In re Optical Disk Drive Prods. Antitrust Litig.*, 959 F.3d 922, 930 (9th Cir. 2020). In practice, “it is true that ‘in most common fund cases, the award exceeds that benchmark of 25%,’ and that ‘nearly all common fund awards range around 30%.’” *Brown v. Papa Murphy’s Holding Inc.*, 2022 U.S. Dist. LEXIS 79209, *6 (W.D. Wash., May 2, 2022) (citations omitted).

D. Attorney Fees Totaling One-Third of the Recovery Should be Awarded

Class counsel seeks an award of 33⅓ percent of the total value of \$4 million, which is slightly higher than the usual range. An award for this amount will be less than the combined lodestar amounts of the three Class counsel firms.

¹ Fees are awarded on the total amount made available to the class whether actually claimed by the class members or not. *Boeing Co. v. Van Gemert*, 444 U.S. 472, 477, 100 S.Ct. 745, 62 L.Ed.2d 676 (1980); *Williams v. MGM-Pathe Communs. Co.*, 129 F.3d 1026, 1027 (9th Cir. 1997) (fees based on total value of fund secured by class counsel, not amount of claims made by class members on fund); *Dennings v. Clearwire Corp.*, 2013 U.S. Dist. LEXIS 64021, *18 (W.D. Wash., May 3, 2013).

Two independent reasons support this request. *First*, awards in similar cases indicate that one-third is commonly awarded in complex class actions that do not settle early. Empirically, Class counsel's request is in line with other class actions of this type. *Second*, the "usual range" reflects the "usual case." This case was far from usual. It satisfies criteria used to warrant an upward departure from the typical range.

1. Empirical and Academic Research Indicates that 33⅓ Percent Is Typically Awarded in Class Actions.

Empirical evidence and studies of actual fee awards in class litigation indicate that the normal range of fee awards is one-third of the recovery:

Based on the opinions of other courts and the available studies of class action attorneys' fees awards (such as the NERA study), this Court concludes that attorneys' fees in the range from twenty-five percent (25%) to thirty-three and thirty-four one-hundredths percent (33.34%) have been routinely awarded in class actions. *Empirical studies show that, regardless whether the percentage method or the lodestar method is used, fee awards in class actions average around one-third of the recovery.*

Shaw v. Toshiba Am. Info. Sys., 91 F. Supp. 2d 942, 972 (E.D. Tex. 2000) (emphasis added).

The *Shaw* court's conclusion is based on hard data. A number of courts have undertaken exhaustive reviews (often assisted by academic work) of the actual percentage awards and determined that one-third is commonplace. *See, e.g., In re Rite Aid Corp. Securities Litigation*, 146 F. Supp. 2d 706, 735 (E.D. Penn. 2001) (citing to study conducted by Professor John C. Coffee of Columbia Law School which concluded that the median fee award for settlements up to \$50 million was 33⅓ percent); *Serrano v. Sterling Testing Sys., Inc.*, 711 F. Supp. 2d 402, 421 (E.D. Pa. 2010) ("Recently, another court

in this District took note of a study of class action fee awards within the Third Circuit Court of Appeals, and determined that the average attorney fees percentage in such cases was 31.71% and that the median fee award was 33.3%.”); *Craft v. County of San Bernardino*, 624 F. Supp. 2d 1113, 1124 (C.D. Cal. 2008) (citing multiple studies and highlighting one comprehensive review which concluded that “a 33% fee award is both reasonable, and in line with the general market for contingent fee work.”); *McNeely v. National Mobile Health Care, LLC*, 2008 U.S. Dist. LEXIS 866741, *47 (W.D. Okla., Oct. 27, 2008) (“The requested one-third fee is customary, too. Fees in the range of at least one-third of the common fund are frequently awarded in class action cases of this general variety.”) (citing cases); *Romero v. Producers Dairy Foods., Inc.*, 2007 U.S. Dist. LEXIS 86270, *9-19 (E.D. Cal., Nov. 13, 2007) (class action fee awards average around one-third of the recovery). Even before considering the unusual aspects of this case, Class counsel’s request is reasonable and within the normal range of awards in a class action.

2. The Circumstances of this Case Justify 33⅓ Percent.

The “usual range” is not a cap or ceiling on fees. *Six (6) Mexican Workers v. Arizona Citrus Growers*, 904 F.2d 1301, 1310 (9th Cir. 1990) (“The benchmark percentage should be adjusted ... when special circumstances indicate that the percentage recovery would be either too small or too large....”). When supported by “the complexity of the issues and the risks,” a court can—and should—depart from that range. *In re Pacific Enterprises Securities Lit.*, 47 F.3d 373, 379 (9th Cir. 1995) (approving 33⅓ percent award).

While the total size of the benefit is critical in common fund fee analysis, from a class member's perspective the most important consideration is the percentage of their loss recovered by Class counsel's efforts:

In assessing "size of the settlement" factor and whether the settlement was favorable to the plaintiffs and class members, the district court may also want to determine what percentage of the plaintiffs' and class members' approximated actual damages that the settlement figure represents. This figure, when viewed in context of the risk of nonrecovery, may be helpful in determining how well the counsel did for their clients.

A. Conte, ATTORNEY FEE AWARDS § 2:8 (3d ed. 2012). The "usual" or "typical" range of 20-30 percent contemplates compromise settlements which are often small fractions of a class member's actual loss. When Class counsel can recover more than a small fraction of a Class's losses, courts find the recovery "unusual" such that an award of 33 $\frac{1}{3}$ percent or more is warranted. *In Re: Heritage Bond Lit.*, 2005 U.S. Dist. LEXIS 13555, *62 (C.D. Cal., June 10, 2005) (awarding 33 $\frac{1}{3}$ percent because of "exceptional result" in obtaining a settlement for 23 percent of class members' losses, citing cases awarding 33 $\frac{1}{3}$ percent or more for recoveries ranging from 10 to 17 percent of class members' losses).

Here, Class counsel was able to obtain an amount that will provide all claimants three times their actual loss or \$15, whichever is higher. This is a better result than an individual claimant could obtain at trial.

Significantly, this case was abandoned by firms with prior and substantial consumer protection class action experience. Class counsel volunteered and stepped up to appeal the adverse decisions entered by this Court when neither lead counsel nor local

counsel offered to appeal these decisions. In fact, prior counsel expressed to Ms. Brown that they were making a “business decision” not to appeal these decisions.

The length of time of the litigation and the roadblocks that had to be overcome also justify an upward adjustment to the usual range of fees. *See, e.g., Waters v. Intern. Precious Metals Corp.*, 190 F.3d 1291, 1295 (11th Cir. 1999) (adjusting fee up from 30 to 33⅓ percent “for the time taken to reach settlement” through “seven years of litigation”).

“Courts have recognized that the novelty, difficulty, and complexity of the issues involved are significant factors in determining a fee award.” *In Re: Heritage Bond Lit.*, 2005 U.S. Dist. LEXIS 13555, *66 (C.D. Cal., June 10, 2005) (“...Courts in this circuit, as well as other circuits, have awarded fees of 30% or more in complex class actions”).

Cases of first impression generally require more time and effort on the attorney’s part. ... Counsel should not be penalized for undertaking a case which may “make new law” ... but be appropriately compensated for accepting the challenge.

Johnson v. Georgia Highway Express, Inc., 488 F.2d 714, 718 (5th Cir. 1974).

Class counsel prosecuted the first cases in this circuit interpreting and enforcing the EFTA to protect the rights of released prisoners and are among the very first such cases in the country. Cases under the EFTA are inherently complex, given the extensive regulatory system of rules and exceptions that have been promulgated to interpret the law. Between the complex law and the complexity of class actions, these are not straightforward cases. *See, e.g., Friedman v. 24 Hour Fitness USA, Inc.*, 2010 U.S. Dist. LEXIS 143816, at *24 (C.D. Cal., July 12, 2010) (noting the complexity of a class action lawsuit

that included a claim under the EFTA). Despite the novelty and complexity of the case, Class counsel was able to obtain a good result for class members.

The Settlement Agreement with CNB provides that it will pay \$2,800,000 into a settlement fund and up to an additional \$200,000 to defray actual incurred notice costs under the conditions in its settlement agreement. ECF 304-1. This amount will be used to make payments to (1) class members who submit valid claims, (2) attorney fees and costs payable to Class counsel, (3) case contribution award to Plaintiff, (4) costs of providing notice to the Class members and claims administration expenses, and (5) potential *cy pres* awards.

CNB was potentially liable for reimbursing fees charged to class members of approximately \$3.6 million charged during the time it served as the partner bank for Numi in issuing release cards. Its agreement to pay up to \$3 million to the class is approximately 86% of its potential liability for damages—a significant recovery under any standard of appraising a settlement.

The Settlement Agreement with Numi provides that it will pay \$1 million in 10 semiannual payments of \$100,000. These payments will be used to pay unpaid claims (if necessary), claims administration expenses, and potential *cy pres* awards. ECF 304-2.

The \$1 million obligation by Numi is approximately 3% of the \$31 million it is potentially liable for (after deducting the payment from CNB) from fees charged during the entire class period from 2014 through 2023. The agreement with Numi was arrived at after forensic accountants retained by Class counsel determined that Numi was on the edge of bankruptcy and questioned whether it would be able to meet its commitment to

pay \$1 million. Class counsel, however, obtained a security interest in all assets owned or controlled by Numi and a stipulated judgment for \$34 million should Numi default on its obligations under its Settlement Agreement to address this risk. ECF 304-2, §§ 1.18, 1.19, 6.1, and 6.3. By comparison, the two defendants in the nationwide class action filed in Ohio against Numi and its then-partner bank Republic Bank & Trust Company – *Humphrey v. Stored Value Cards*, 2021 U.S. Dist. LEXIS 5539 (N.D. Ohio Jan. 12, 2021) – settled for a total of \$550,000. The Court approved a fee award of 36% of the settlement fund. *Id.* at *13. There is no indication of how that obligation was shared between the two defendants and no discussion whether Numi was in financial trouble.

Further, for the reasons described in our motion in support of preliminary approval of the settlements, even with this lower amount of money available from Numi, claimants will likely be receive three times the fees they paid or \$15, whichever is higher. And there will likely be money remaining that will be available to further benefit the class through a *cy pres* award.

This Court, which devoted substantial judicial resources in this case, is in the best position to assess the skill and quality of legal work performed by Class counsel. Class counsel only notes that this case involved highly technical issues relating to obscure EFTA concepts, as well as issues related to the complex regulatory scheme underlying EFTA. It took two trips to the Court of Appeal to achieve this result. Class counsel's ability to navigate these waters was, in conjunction with the legal arguments, critical to the success of the action.

Class counsel's ability to settle this case on terms that provide more than full compensation to claimants is results from Class counsel's history and success in class action lawsuits, including similar cases against other debit card issuers. The settlement agreement in this case drew heavily on that extensive experience. Class counsel has been recognized by courts for their experience and skill in similar class action litigation. *See* ECF 231 (SYSH and Megan Glor) and ECF 232 (Public Justice).

3. The Lodestar Supports an Award at One-Third of the Recovery.

In determining the reasonableness of the percentage requested for attorney fees, courts usually examine Class counsel's lodestar. *Vizcaino*, 290 F.3d at 1050. The percentage requested is considered reasonable if it is less than four times the lodestar amount. *Vizcaino*, 290 F.3d at 1051 (multiplier of 3.65 is "within the range of multipliers applied in common fund cases"); *Mejia v. Walgreen Co.*, 2021 U.S. Dist. LEXIS 56150, *23-24 (E.D. Cal., March 23, 2021) (multipliers between 3 and 4 routinely approved). Here, the amount requested under the percentage method is *less than* the un-multiplied lodestar amount.

To date, Class counsel has worked 1,914.97 hours on this matter. More time will be required between now and the closure of the case, particularly given the number of class members requiring assistance or asking questions of Class counsel. This time, which includes initiating an appeal to the Ninth Circuit and resisting Defendants' later appeal, was all reasonably spent advancing the interests of the class and reflects the significant commitment that Class counsel has devoted to this matter.

The current rates for Mr. Spoonemore (33 years of experience) and Mr. Youtz (47 years of experience) are \$750/hour for clients billed on an hourly basis. The hourly billing rate for Ms. Glor (34 years of experience) is \$575. The last current billing rate for Ms. Gilbride of Public Justice was \$697/hour. She has been serving as General Counsel for the Equal Employment Opportunity Commission after her appointment was confirmed by the Senate on October 17, 2023. The other significant timekeeper on behalf of Public Justice was Emily Villano (Public Justice as a Yale Law Journal Justine Wise Polier Fellow from 2020-2021).

The time entries for SYSH, Public Justice, and Ms. Glor are attached as Exhibits A, B, and C respectively to the Declaration of Richard Spoonemore. The total lodestar calculations from those timesheets are as follows:

Firm	Total Hours	Time Value
SYSH	1,530.10	\$1,147,575.00
Public Justice	361.17	\$241,120.72
Megan Glor	23.70	\$13,627.50
Total:	1,914.97	\$1,402,285.72

The total lodestar is more than the total that would be awarded if the Court allows fees based on a percentage of one third. Based on the 2021 Oregon Economic Analysis our rates are higher than the median for attorneys with over 30 years of experience in the Portland area. The Oregon Economic Analysis indicates that the mean rate in 2021 for Portland was \$483 an hour. See www.osbar.org/_docs/resources/Econsurveys/22EconomicSurvey.pdf. Adjusted for inflation, the 2024 Portland rate would currently be \$568.80, and our lodestar would be \$870,320.88. See <https://www.finatopia.com/calculator/inflation/665/2018>. But even if the average

billing rate was as low as \$234/hour for all of the attorneys for the three firms, a multiplier of three – which is on the lower end of the Ninth Circuit range for multipliers – would still support an award of \$1.33 million in fees.

III. LITIGATION COSTS SHOULD BE REIMBURSED

Litigation costs are recoverable in a class action settlement. *Staton v. Boeing Co.*, 327 F.3d 938, 975 (9th Cir. 2003); *In re Media Vision Tech. Sec. Litig.*, 913 F. Supp. 1362, 1366 (N.D. Cal. 1996) (“Reasonable costs and expenses incurred by an attorney who creates or preserves a common fund are reimbursed proportionately by those class members who benefit by the settlement.”). The expenses are awarded “in addition to the fee percentage.” A. Conte, *ATTORNEY FEE AWARDS*, §§ 2.08, 2.19 (3d ed. 2012); *In re Businessland Sec. Litig.*, 1991 U.S. Dist. LEXIS 8962, *6 (N.D. Cal., June 18, 1991) (same; collecting cases). Reimbursement of the costs is subject to the court’s determination of relevance and reasonableness. *Id.*

As of October 29, 2024, Class counsel SYSH has incurred—and paid out-of-pocket—\$299,181.20 in litigation costs. Spoonemore Decl., ¶4 and *Exh. D* (spreadsheet of costs). Of that amount, SYSH paid \$288,800 to Claims Administrator Kroll as a retainer for providing notice services to class members. *Id.* Additional payments will be required in connection with providing notice and maintaining the settlement website. Public Justice has incurred \$5,133.31 in reimbursable costs and expenses. *See* Spoonemore Decl., *Exh. E* (spreadsheet of costs). Those additional costs will be provided when the Motion for Final Approval is filed. Class counsel paid for all litigation costs out of pocket, with no guarantee of ever being repaid if the action were lost. Class counsel also paid in

advance for the costs of class notice and claims administration. *Id.*, ¶4. All of those costs were necessary to give notice and to prosecute this matter or administer the settlement.

Additional costs will be incurred through the claims process, which is ongoing. Class counsel will document those additional costs in connection with the Motion for Final Approval.

IV. A CASE CONTRIBUTION AWARD OF \$15,000 TO PLAINTIFF DANICA BROWN IS APPROPRIATE

The Settlement Agreement provides for a Case Contribution Award to be paid to the Class Representative. Dkt. No. 210-1, § 12.3. Such awards are “fairly typical in class action cases.” *Rodriguez v. W. Publ’g Corp.*, 563 F.3d 948, 958 (9th Cir. 2009). Case contribution awards “are intended to compensate class representatives for work done on behalf of the class, to make up for financial or reputational risk undertaken in bringing the action, and, sometimes, to recognize their willingness to act as a private attorney general.” *Id.* at 958–59. “When litigation has been protracted, an incentive award is especially appropriate.” *In re Nucoa Real Margarine Litig.*, 2012 U.S. Dist. LEXIS 189901, at *116–17 (C.D. Cal. June 12, 2012). Class counsel recommends that she receive an award of \$15,000 for her contributions as a Class representative in this case.

“Because a named plaintiff is an essential ingredient of any class action, an incentive award is appropriate if it is necessary to induce an individual to participate in the suit.” *Cook v. Niedert*, 142 F.3d 1004, 1016 (7th Cir. 1998) (approving a \$25,000 incentive award).

Plaintiff/Class representative Danica Brown dedicated substantial time, effort, and diligence during the nine years of this litigation to pursue and protect the interests of the Class. After this Court dismissed her claims, the principal and local law firms representing her declined to appeal that decision and later withdrew from the case. Her persistence in obtaining additional counsel to appeal and prosecute this action preserved a recovery for the Class. She provided discovery and was examined extensively by defense counsel in a deposition regarding her personal life and her decision to pursue this litigation. *See* Spoonemore Decl., ¶7.

As noted by the court in *Garner v. State Farm Mut. Auto. Ins. Co.*, 2010 U.S. Dist. LEXIS 49477 (N.D. Cal. Apr. 22, 2010), which awarded a \$20,000 incentive payment to a class representative:

Numerous courts in the Ninth Circuit and elsewhere have approved incentive awards of \$20,000 or more where, as here, the class representative has demonstrated a strong commitment to the class. *See, e.g., Masters v. Wilhelmina Model Agency, Inc.*, 473 F.3d 423, 430 (2d Cir. 2007) (approving incentive awards of \$ 25,000 to named plaintiffs who were deposed); *Cook v. Niedert*, 142 F.3d 1004, 1016 (7th Cir. 1998) (affirming \$ 25,000 incentive award); *In re Conn. Gen. Life Ins. Co.*, 1997 U.S. Dist. LEXIS 23955, 1997 WL 910387, at *14 (C.D. Cal. Feb. 13, 1997) (approving \$ 25,000 incentive payments); *Van Vranken.*, 901 F. Supp. at 299-300 (awarding \$ 50,000 incentive fee); *In re Dun & Bradstreet Credit Serv. Customer Litig.*, 130 F.R.D. 366, 373-74 (S.D. Ohio 1990) (in estimated \$ 18 million settlement, incentive awards ranged from \$ 35,000 to \$ 55,000); *Enterprise Energy Corp. v. Columbia Gas Transmission Corp.*, 137 F.R.D. 240, 251 (S.D. Ohio 1991) (awarding \$ 50,000 incentive awards); *Genden v. Merrill Lynch, Pierce, Fenner & Smith, Inc.*, 700 F. Supp. 208, 210 (S.D.N.Y. 1988) (in estimated \$ 4 million settlement, granting a \$ 20,085 incentive award).

Id. at *47-48 n.8.

V. CONCLUSION

Class counsel respectfully requests that the Court approve, direct, and authorize the Claims Administrator and/or Class counsel to pay the following amounts out of the Settlement Fund:

(a) an award of attorney fees to Class counsel of \$1,333,333, one-third of the settlement amount;

(b) an award of all unreimbursed litigation costs attributed to the claims resolved in this settlement totaling \$299,181.20 to date to be paid to Class counsel SYSH and \$5,133.31 to Class counsel Public Justice, with any additional costs to be submitted in connection with the Motion for Final Approval;

(c) case contribution award of \$15,000 to Plaintiff/Class representative Danica Brown;

(d) further payments to Claims Administrator Kroll may be paid from the Settlement Fund upon express approval of its invoices by Class counsel; and

(e) Class counsel shall detail all distributions and expenditures from the Settlement Fund to the Court at the closure of the settlement fund.

Respectfully Submitted: October 29, 2024.

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CERTIFICATE OF COMPLIANCE

I certify that this brief complies with the applicable word-count limitation under LR 7-2(b), 26-3(b), 54-1(c), or 54-3(e) because it contains 4,392 words, including headings, footnotes, and quotations, but excluding the caption, table of contents, table of cases and authorities, signature block, exhibits, and any certificates of counsel.

DATED: October 29, 2024.

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