

1 KEVIN F. RUF (#136901)
JOSEPH D. COHEN (#155601)
JONATHAN M. ROTTER (#234137)
2 NATALIE S. PANG (#305886)
GLANCY PRONGAY & MURRAY LLP
3 1925 Century Park East, Suite 2100
Los Angeles, California 90067
4 Telephone: (310) 201-9150
Email: info@glancylaw.com
5

6 *Attorneys for Plaintiffs*

7 SUPERIOR COURT OF THE STATE OF CALIFORNIA
8 COUNTY OF LOS ANGELES, CENTRAL DISTRICT

9 ADAM HOFFMAN, and SAMUEL JASON,
Individually and on Behalf of All Others
10 Similarly Situated,

11 Plaintiffs,

12 v.

13 CITY OF LOS ANGELES,

14 Defendant.
15

Case No. BC672326

**MEMORANDUM OF POINTS AND
AUTHORITIES IN SUPPORT OF
PLAINTIFFS' COUNSEL'S MOTION
FOR AN AWARD OF ATTORNEYS'
FEES, REIMBURSEMENT OF
LITIGATION EXPENSES AND CLASS
REPRESENTATIVE SERVICE AWARDS**

Date: December 20, 2023

Time: 10:30 a.m.

Judge: Hon. Stuart M. Rice

Dept: SSC-1

Action Filed: August 15, 2017
16
17
18
19
20
21
22
23
24
25
26
27
28

TABLE OF CONTENTS

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

I. INTRODUCTION1

II. THE COURT SHOULD APPROVE THE FEE REQUEST5

 A. Class Counsel Should Be Awarded Attorneys’ Fees From The Common Fund5

 C. An Award of 33⅓% of the Settlement Fund Created Is Fair and Reasonable.....6

 D. The Award Is Supported by All the Factors Considered by California Courts7

 1. The Result Achieved Is Outstanding8

 2. The Time and Labor Required/Continuing Obligations of Counsel/Lodestar
 Cross-Check9

 3. The Contingent Nature of the Case, Risk of Loss, and the Delay in Payment to
 Class Counsel.....11

 4. Awards Made in Similar Cases13

 5. Quality of Counsel and the Skill Displayed in Litigation.....13

 6. The Reaction of the Class14

III. CLASS COUNSEL’S LITIGATION EXPENSES SHOULD BE REIMBURSED14

IV. A SERVICE AWARD OF \$15,000 TO EACH PLAINTIFF IS APPROPRIATE15

V. CONCLUSION.....15

TABLE OF AUTHORITIES

CASES

Allapattah Servs., Inc. v. Exxon Corp.,
 (S.D. Fla. 2006) 454 F. Supp. 2d 1185 7

Beckman v. KeyBank, N.A.,
 (S.D.N.Y. 2013) 293 F.R.D. 467 11

Bell v. Pension Comm. of ATH Holding Co., LLC,
 (S.D. Ind. Sept. 4, 2019) 2019 WL 4193376 4

Bertrand v. Personal Protective Services, Inc.,
 (Alameda Cnty. Super. Ct. July 28, 2011) 2011 WL 5901171..... 11

Buccellato v. AT&T Operations, Inc.,
 (N.D. Cal. June 30, 2011) 2011 WL 3348055 10

Chavez v. Netflix, Inc.,
 (2008) 162 Cal. App. 4th 43 6

Craft v. Cty. of San Bernardino,
 (C.D. Cal. 2008) 624 F. Supp. 2d 1113 10

Cullen v. Whitman Med. Corp.,
 (E.D. Pa. 2000) 197 F.R.D. 136 14

Fernandez v. Victoria Secret Stores, LLC,
 (C.D. Cal. July 21, 2008) 2008 WL 8150856..... 6

Folsom v Butte County Ass’n of Gov’ts,
 (1982) 32 Cal.3d 668 9

Glendora Cmty. Redevelopment Agency v. Demeter,
 (1984) 155 Cal. App. 3d 465 5, 10

Gross v. GFI Group, Inc.,
 (2d Cir. Sept. 13, 2019) 784 Fed. Appx. 27 12

Hale v. State Farm Mut. Auto. Ins. Co.,
 (S.D. Ill. Dec. 16, 2018) 2018 WL 6606079 6, 7

Harris v. Marhoefer,
 (9th Cir. 1994) 24 F.3d 16 14

1	<i>Hensley v. Eckerhart</i> , (1983) 461 U.S. 424	8
2	<i>In re Am. Bus. Fin. Services Inc. Noteholders Litig.</i> ,	
3	(E.D. Pa. Nov. 21, 2008) 2008 WL 4974782	14
4	<i>In re Bluetooth Headsets Prods. Liability Litig.</i> ,	
5	(9th Cir. 2011) 654 F.3d 935	8
6	<i>In re California Indirect Purchaser X-Ray Film Antitrust Litig.</i> ,	
7	(Alameda Super. Ct. Oct. 22, 1998) Case No. 960886, 1998 WL 1031494.....	5, 6
8	<i>In re Delphi Corp. Sec., Deriv. & ERISA Litig.</i> ,	
9	(E.D. Mich. 2008) 248 F.R.D. 483	14
10	<i>In re Global Crossing Sec. & ERISA Litig.</i> ,	
11	(S.D.N.Y. 2004) 225 F.R.D. 436	15
12	<i>In re Heritage Bond Litig.</i> ,	
13	(C.D. Cal. June 10, 2005) 2005 WL 1594403	14
14	<i>In re King Res. Co. Sec. Litig.</i> ,	
15	(D. Colo. 1976) 420 F. Supp. 610	8
16	<i>In re Linerboard Antitrust Litig.</i> ,	
17	(E.D. Pa. June 2, 2004) MDL No. 1261, 2004 WL 1221350	8
18	<i>In re Nat’l Collegiate Athletic Ass’n Athletic Grant-in-Aid Cap Antitrust Litig.</i> ,	
19	(N.D. Cal. Dec. 6, 2017) 2017 WL 6040065	10
20	<i>In re Wash. Pub. Power Supply Sys. Sec. Litig.</i> ,	
21	(9th Cir. 1994) 19 F.3d 1291	12
22	<i>In re Xcel Energy, Inc. Sec., Derivative & “ERISA” Litig.</i> ,	
23	(D. Minn. 2005) 364 F. Supp. 2d 980.....	2
24	<i>In re: Urethane Antitrust Litig.</i> ,	
25	(D. Kan. July 29, 2016) 2016 WL 4060156	7
26	<i>Johnson v. Community Bank, N.A.</i> ,	
27	(M.D. Pa. Nov. 25, 2013) 2013 WL 6185607	6
28	<i>Ketchum v. Moses</i> ,	
	(2001) 24 Cal. 4th 1122	12, 13
	<i>Laffitte v. Robert Half Int’l Inc.</i> ,	
	(2014) 231 Cal. App. 4th 860	6

1 *Laffitte v. Robert Half International Inc.*,
(2016) 1 Cal.5th 480 passim

2 *Lea v. Tal Educ. Grp.*,
3 (S.D.N.Y. Nov. 30, 2021) 2021 WL 5578665 10

4 *Leach v. NBC Universal Media, LLC*,
5 (S.D.N.Y. Aug. 24, 2017) 2017 WL 10435878 11

6 *Lealao v. Beneficial Cal., Inc.*,
7 (2000) 82 Cal. App. 4th 19 6, 7

8 *Lloyd v. Navy Federal Credit Union*,
(S.D. Cal. May 28, 2019) 2019 WL 2269958 10

9 *Meyenburg v. Exxon Mobil Corp.*,
10 (S.D. Ill. July 31, 2006) 2006 WL 2191422 7

11 *Missouri v. Jenkins*,
12 (1989) 491 U.S. 274 10

13 *Natural Gas Anti-Trust Cases I, II, III & IV*,
(San Diego Super. Ct. Dec. 11, 2006) 2006 WL 5377849 8, 10

14 *Nichols v. Noom, Inc.*,
15 (S.D.N.Y. July 12, 2022) 2022 WL 2705354 6

16 *In re Omnivision Techs., Inc.*,
17 (N.D. Cal. 2008) 559 F. Supp. 2d 1036 12

18 *Parker v. City of Los Angeles*,
19 (1974) 44 Cal. App. 3d 556 6

20 *Patel v. Frankfother (In re Facebook Biometric Information Privacy Litig.)*,
(9th Cir. 2022) 2022 WL 822923 11

21 *Rider v. Cnty. of San Diego*,
22 (1992) 11 Cal. App. 4th 1410 5, 14

23 *Serrano v. Priest*,
24 (1977) 20 Cal. 3d 25 5

25 *Spann v. J.C. Penney Corp.*,
(C.D. Cal. Sept. 30, 2016) 211 F.Supp.3d 1244 10

26 *Steiner v. Am. Broad. Co.*,
27 (9th Cir. 2007) 248 F. App'x 780 10

28

1 *Sternwest Corp. v. Ash*,
(1986) 183 Cal. App. 3d 74 10

2 *Teachers' Ret. Sys. of La. v. A.C.L.N., Ltd.*,
3 (S.D.N.Y. May 14, 2004) 2004 WL 1087261 2

4 *Vincent v. Reser*,
5 (N.D. Cal. Feb. 19, 2013) 2013 WL 621865 14

6 *Vinh Nguyen v. Radiant Pharmaceuticals Corp.*,
7 (C.D. Cal. May 6, 2014) 2014 WL 1802293 9

8 *Vizcaino v. Microsoft Corp.*,
9 (9th Cir. 2002) 290 F.3d 1043 11

10 *Wershba v. Apple Computer, Inc.*,
(2001) 91 Cal.App.4th 224 4, 5, 10

11 *DeStefano v. Zynga, Inc.*,
12 (N.D. Cal. Feb. 11, 2016) 2016 WL 537946 13

13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

1 **I. INTRODUCTION**

2 After nearly six and half years of hard-fought litigation, including a four-day Phase I merits trial, Class
3 Counsel¹ have obtained a Settlement consisting of: (i) a \$57,500,000 non-reversionary all-cash component
4 (“Settlement Amount”); and (ii) non-monetary relief that (a) has prevented the overcharges at issue in this
5 litigation from occurring for the past two fiscal years and will do so in the future, and (b) will ensure the timely
6 return of of cost overpayments to the Sewer Construction Maintance Fund (collectively, the “Non-Monetary
7 Remedial Relief Component”). Although the ultimate value of the Non-Monetary Remedial Relief
8 Component will be determined by a variety of factors over the years to come, Class Counsel believes that the
9 new methodology the City has agreed to implement for calculating the Dry Winter Compensation Factor
10 (“DWCF”) has and will—in and of itself—save ratepayers approximately \$11.4 million per year by preventing
11 DWCF overcharges. The new methodology has already been implemented, resulting in an estimated \$11.4
12 million saving for the 2022-2023 fiscal year and ongoing similar savings for 2023-2024. Thus, as of the Final
13 Approval hearing, the Settlement will have provided a *minimum* benefit of approximately \$74.6 million to
14 the Class.

15 As explained herein, in Plaintiffs’ Memorandum of Points and Authorities in Support of Motion for
16 Final Approval of Class Action Settlement (“Settlement Memorandum”),² and in the Rotter Declaration, the
17 Settlement represents an excellent recovery for the Class, especially when juxtaposed against the many risks
18 of continued litigation.³ In the absence of a settlement, this litigation would likely have continued for many
19 years, through class certification, continued fact discovery, additional expert discovery, further summary
20

21 ¹ Unless otherwise defined, all capitalized terms herein have the same meanings as set forth in the First
22 Amended Stipulation and Agreement of Settlement dated May 30, 2023 (“Stipulation”) and filed with the
23 Court that same day, or the concurrently filed Declaration of Jonathan M. Rotter in Support of Motions for:
24 (1) Final Approval of Class Action Settlement and Plan of Allocation; and (2) Award of Attorneys’ Fees,
25 Payment of Litigation Expenses, and Service Awards (“Rotter Declaration”). All citations to “¶ __” and “Ex.
26 __” in this memorandum refer, respectively, to paragraphs in, and exhibits to, the Rotter Declaration.

27 ² Because many of the same factors supporting final approval of the Settlement also buttress the requested
28 award of attorneys’ fees and expenses, Class Counsel incorporate herein the concurrently filed Settlement
Memorandum.

³ The Rotter Decl. is an integral part of this submission. For the sake of brevity in this memorandum, the
Court is respectfully referred to it for a detailed description of, *inter alia*: the procedural and factual history of
the Action; the nature of the claims asserted; the negotiations leading to the Settlement; and the risks and
uncertainties of continued litigation.

1 adjudication motion practice, another trial, and likely appeals. Plaintiffs and their counsel faced substantial
2 procedural and legal obstacles to proving liability and damages on a class-wide basis, yet nevertheless reached
3 a timely and substantial resolution for the Class.

4 Achieving the Settlement was not easy. Class Counsel faced numerous hurdles and risks from the
5 outset, including the complex nature of the claims at issue, the fact that this was a putative class action against
6 the largest city in California, and the highly skilled litigators representing the Defendant. *See Teachers' Ret.*
7 *Sys. of La. v. A.C.L.N., Ltd.*, 2004 WL 1087261, at *3 (S.D.N.Y. May 14, 2004) (“Little about litigation is
8 risk-free, and class actions confront even more substantial risks than other forms of litigation.”).⁴ These are
9 substantial risks, and the risk of non-payment in this case was high. Indeed, “[t]he court needs to look no
10 further than its own order [substantially] dismissing the . . . litigation to assess the risks involved.” *In re Xcel*
11 *Energy, Inc. Sec., Derivative & “ERISA” Litig.*, 364 F. Supp. 2d 980, 1003 (D. Minn. 2005); *see also Court’s*
12 *Ruling And Order (re Demurrer in this Action)* (Aug. 10, 2018) (dismissing four of six counts).

13 Despite facing long odds, Class Counsel vigorously pursued this case for nearly six and a half years—
14 working 11,574.70 hours and advancing \$461,729.60 in out-of-pocket expenses, all on a **fully** continent basis.

15 Among other things, Class Counsel:

- 16 • conducted an extensive investigation of the factual and legal underpinnings of the claims
17 asserted in the Action, as well as potential defenses;
- 18 • prepared and submitted two Government Claims Act claims on behalf of Plaintiffs and all
19 similarly situated residential sewer service charge customers of the City, which asserted,
20 among other things, that the City overbilled for residential sewer service charges by
21 manipulating the DWCF;
- 22 • utilized the comprehensive investigation and additional research to draft and file the initial
23 Class Action Complaint and, subsequently, the First Amended Class Action Complaint
24 (the “FAC”), that added an additional cause of action;
- 25 • researched, drafted, and filed an opposition to Defendant’s demurrer to the FAC, and
26 engaged in in-person oral argument, after which the Court granted in part, and denied in
27 part, the demurrer—allowing claims for Money Had and Received and an Accounting to
28 proceed;
- researched, drafted, and filed an opposition to Defendant’s motion for summary
adjudication to the remaining claims, and engaged in oral argument, after which the Court
denied the motion in toto;

⁴ Unless otherwise noted, all internal citations and quotations have been omitted and emphasis has been added.

- 1 • filed a motion for leave to amend the FAC to include a claim for violations of Cal. Const.,
2 Art. 13 D, § 6 (“Prop. 218”), which, after briefing and oral argument, the Court granted on
3 June 22, 2020;
- 4 • drafted and filed the Second Amended Class Action Complaint (the “SAC”);
- 5 • briefed, argued and defeated Defendants’ demurrer to the SAC in its entirety;
- 6 • engaged in substantial discovery, which entailed, *inter alia*: (a) negotiating a protective
7 order, which was subsequently entered by the Court; (b) taking 11 depositions of
8 Defendant’s employees; (c) serving and obtaining responses to 11 sets of requests for
9 production of documents, plus a supplemental request; (d) serving and obtaining responses
10 to four sets of special interrogatories and two sets of form interrogatories; (e) serving and
11 obtaining responses to two sets of requests for admission; (f) serving four deposition
12 subpoenas; (g) obtaining through production, investigation, and Public Records Act
13 requests tens of thousands of documents (***totaling approximately 1.8 million pages***),
14 which were the subject of targeted review and analysis; and (h) responding and objecting
15 to Defendant’s discovery requests to Plaintiffs, including two sets of requests for
16 admission, two sets of requests for production, one set of special interrogatories, and two
17 sets of form interrogatories;
- 18 • participated in numerous written and telephonic meet and confers, and one discovery
19 conference before the Court;
- 20 • worked with experts in the fields of hydrology and environmental engineering with respect
21 to the DWCF related claims, and accounting experts regarding the Prop. 218 claim;
- 22 • engaged in a four-day Phase 1 bench trial on the lawfulness of the DWCF under the
23 LAMC/Rules & Regs. and Prop. 218’s procedural requirements, which resulted in the
24 Court issuing a Statement of Decision finding that the DWCF was arbitrary and capricious,
25 and that the City had violated Cal. Const., art. 13D, §6(a)(1)-(2);
- 26 • participated in an unsuccessful mediation overseen by a highly experienced third-party
27 mediator, the Hon. Charles McCoy, Jr. (Ret.) of JAMS, which involved an exchange of
28 written submissions concerning the facts of the case, liability, class certification and
damages, and a full-day mediation session;
- engaged in months of follow-up negotiations with the mediator and Defendants’ Counsel
following the unsuccessful mediation that ultimately resulted in an agreement in principle
to settle the Action;
- prepared the initial draft, and negotiated the terms, of the Stipulation (including the
exhibits thereto) and the Supplemental Agreement;
- drafted the preliminary approval motion and supporting papers, including the supplemental
submission;
- worked with the Court appointed Claims Administrator to provide notice to the Settlement
Class; and
- drafted the final approval motion and supporting papers. ¶37.

The information gleaned from Class Counsel’s comprehensive research and factual investigation, in

1 conjunction with their consultation with experts and thorough understanding of the relevant laws, enabled
2 Plaintiffs to adequately plead the case, defeat Defendants’ dispositive motions, prevail at the first phase of
3 trial and, ultimately, to successfully resolve the case for the Class. And, Class Counsel’s work is not done.
4 Many more hours will be spent implementing the Settlement. *See* Stipulation, ¶10.

5 As compensation for their significant efforts and achievements on behalf of the Settlement Class, Class
6 Counsel respectfully requests a fee award in the amount of 33⅓% of the Settlement Fund (*i.e.*, \$19,166,666,
7 plus interest earned thereon), or 25.7% of the minimum actual benefit conferred on the Class as of the Final
8 Approval hearing if the Non-Monetary Remedial Relief Component is factored in.⁵ The requested fee is
9 consistent with fee awards in comparable class action settlements, whether considered as a percentage of the
10 Settlement or in relation to Class Counsel’s lodestar. Indeed, the requested fee represents a multiplier of 2.74
11 on Class Counsel’s lodestar, which is well within the range of multipliers typically awarded in class actions
12 with substantial contingency risks such as this one. *See Wershba v. Apple Computer, Inc.*, 91 Cal.App.4th
13 224, 255 (2001) (“Multipliers can range from 2 to 4 or even higher.”); *Canela v. Helix Electric, Inc.*, No.
14 BC721327, slip op. (Los Angeles Cnty. Super. Ct. June 6, 2023) (J. Rice) (awarding 1/3 of \$6.5 million
15 settlement fund, a multiplier of 4.06), (Ex. 26).

16 Class Counsel also seeks reimbursement of \$461,729.60 in out-of-pocket litigation expenses incurred
17 in prosecuting the Action. *See* ¶¶41-48. This amount is well below the \$600,000 limit on Litigation Expenses
18 disclosed in the Notice and, to date, there have been no objections to it. The expenses are reasonable in amount
19 and were necessarily incurred in the successful prosecution of the Action.

20 Finally, Class Counsel respectfully request service awards of \$15,000 each to compensate Msrs.
21 Hoffman and Jason for the time and effort they expended on behalf of the Settlement Class.
22 *See* Ex. 2 (“Hoffman Decl.”); Ex. 3 (“Jason Decl.”). But for their “commitment to pursuing these claims, the
23 successful recovery for the Class would not have been possible.” *Bell v. Pension Comm. of ATH Holding Co.,*
24 *LLC*, 2019 WL 4193376, at *6 (S.D. Ind. Sept. 4, 2019).

27 ⁵ \$19,166,666 (requested attorneys’ fee)/\$74,600,000 (minimum value of benefit to the class) = 25.7%.

1 **II. THE COURT SHOULD APPROVE THE FEE REQUEST**

2 **A. Class Counsel Should Be Awarded Attorneys’ Fees From The Common Fund**

3 The California Supreme Court has expressly affirmed “the historic power of equity to permit . . . a
4 party preserving or recovering a fund for the benefit of others in addition to himself, to recover his costs,
5 including his attorneys’ fees, from the fund or property itself or directly from the other parties enjoying the
6 benefit.” *Serrano v. Priest*, 20 Cal. 3d 25, 35 (1977); *Laffitte v. Robert Half International Inc.*, 1 Cal.5th 480,
7 488 (2016). Thus, where, as here, litigation has created a common fund for the benefit of a class, courts have
8 the power to award plaintiffs’ counsel their reasonable attorneys’ fees and expenses out of the fund created.
9 *Laffitte*, 1 Cal.5th at 489; *Rider v. Cnty. of San Diego*, 11 Cal. App. 4th 1410, 1423 n.6 (1992).

10 **B. The Court Should Award Attorneys’ Fees Using the Percentage Approach**

11 In California, “[c]ourts recognize two methods for calculating attorney fees in civil class actions: the
12 lodestar/multiplier method and the percentage of recovery method.” *Wershba*, 91 Cal. App. 4th at 254.
13 Although the method to be utilized is left to the discretion of the trial court (*see Glendora Cmty.*
14 *Redevelopment Agency v. Demeter*, 155 Cal. App. 3d 465, 474 (1984)), there exists substantial policy reasons
15 for applying the percentage approach in common fund cases. *See Laffitte*, 1 Cal.5th at 503 (“recognized
16 advantages” include “relative ease of calculation,” “alignment of incentives between counsel and the class,”
17 “encouragement it provides counsel to seek an early settlement and avoid unnecessarily prolonging the
18 litigation,” and “a better approximation of market conditions in a contingency case.”).⁶ For these reason,
19 among others, “most courts and commentators now believe that the percentage method is superior [to the
20 lodestar/multiplier method].” *Laffitte*, 1 Cal.5th at 494.

21 Class Counsel respectfully submit that the fee award in this case should be made on a percentage basis.
22 *See Court Awarded Attorneys’ Fees*, 108 F.R.D. at 237 (recommending that compensation in common fund
23 cases be calculated on a percentage-of-the-fund basis). However, even if the Court disagrees, the requested
24 fee would be appropriate under a lodestar/multiplier approach, as demonstrated by the lodestar cross-check

25
26 ⁶ *See also In re California Indirect Purchaser X-Ray Film Antitrust Litig.*, Case No. 960886, 1998 WL
27 1031494, at *9 (Alameda Super. Ct. Oct. 22, 1998) (“California law does not require that this Court impose
28 on itself and Class Counsel the time-consuming effort of examining the details of the services provided in
order to award Class Counsel attorneys’ fees.”).

1 analysis below.⁷

2 **C. An Award of 33⅓% of the Settlement Fund Created Is Fair and Reasonable**

3 The percentage of the fund method “calculates the fee as a percentage share of the recovered common
4 fund or the monetary value of plaintiffs’ recovery.” *Laffitte*, 1 Cal. 5th at 489. Under this method, courts
5 examine whether the requested percentage matches “the amount of attorneys’ fees typically negotiated in
6 comparable litigation.” *Lealao v. Beneficial Cal., Inc.*, 82 Cal. App. 4th 19, 27 (2000); *see also Chavez v.*
7 *Netflix, Inc.*, 162 Cal. App. 4th 43, 65 (2008) (goal of the fee award is to “estimate . . . what the market would
8 pay for comparable litigation services rendered pursuant to a fee agreement.”).

9 Here, Class Counsel are applying for a fee award of 33⅓% of the Settlement Fund (or 25.7% of the
10 minimum actual benefit conferred on the Class). This request falls squarely within the parameters of
11 percentage fees awarded by courts in other class action litigation in California. As the Court of Appeals
12 observed in *Laffitte v. Robert Half Int’l Inc.*, while affirming a fee award equal to one-third of the settlement
13 fund, “the trial court’s use of a percentage of 33⅓ percent of the common fund is consistent with, and in the
14 range of, awards in other class action lawsuits.” 231 Cal. App. 4th 860, 878 (2014), *aff’d*, 1 Cal. 5th 480; *see*
15 *also Chavez*, 162 Cal. App. 4th at 66 n.11 (“Empirical studies show that, regardless whether the percentage
16 method or the lodestar method is used, fee awards in class actions average around one-third of the recovery.”);
17 *California Indirect Purchaser*, 1998 WL 1031494, at *9 (collecting cases awarding between 30% and 45%);
18 *In re FireEye, Inc. Sec. Litig.*, No. 1-14-CV-266866 (Santa Clara Super. Ct. Aug. 7, 2017) (granting “one-
19 third of the gross settlement” as “facially reasonable,” observing that such an award “is not an uncommon
20 contingency fee allocation”) (Ex. 15).⁸

21 _____
22 ⁷ While a lodestar cross-check fully supports the requested fee, such an analysis is not required, *Laffitte*, 1 Cal.
23 5th at 506 (“We hold further that trial courts have discretion to conduct a lodestar cross-check on a percentage
24 fee, as the court did here; they also retain the discretion to forgo a lodestar cross-check and use other means
25 to evaluate the reasonableness of a requested percentage fee.”).

26 ⁸ *See also Hale v. State Farm Mut. Auto. Ins. Co.*, 2018 WL 6606079, at *10 (S.D. Ill. Dec. 16, 2018) (“Courts
27 within the Seventh Circuit, and elsewhere, regularly award percentages of 33.3% or higher to counsel in class
28 action litigation.”); *Johnson v. Community Bank, N.A.*, 2013 WL 6185607, at *8 (M.D. Pa. Nov. 25, 2013)
29 (“An award of one-third of the settlement is consistent with this Court’s prior decisions and with cases decided
30 throughout the Third Circuit.”); *Nichols v. Noom, Inc.*, 2022 WL 2705354, at *10 (S.D.N.Y. July 12, 2022)
31 (awarding one-third of \$56 million cash settlement fund and stating that “[a] fee equal to one-third of a
32 settlement fund is routinely approved in this Circuit.”); *Parker v. City of Los Angeles*, 44 Cal. App. 3d 556,
33 567-68 (1974) (affirming fee award to counsel of one-third of recovery achieved).

1 Moreover, given that this case went to trial, an award of 33⅓% is at least equal, *if not below*, what
2 would have been paid in the private marketplace. *See Fernandez v. Victoria Secret Stores, LLC*, 2008 WL
3 8150856, at *16 (C.D. Cal. July 21, 2008) (citing academic research and stating: “[a]warding a percentage fee
4 of 34% is supported by the fact that typical contingency fee agreements provide that class counsel will recover
5 33% if the case is resolved before trial and 40% if the case is tried.”); *Meyenburg v. Exxon Mobil Corp.*, 2006
6 WL 2191422, at *2 (S.D. Ill. July 31, 2006) (“33⅓% to 40% (plus the cost of litigation) is the standard
7 contingent fee percentages in this legal marketplace for comparable commercial litigation.”); *Ammari*
8 *Electronics v. Pacific Bell Directory*, No. RG05198014 (Alameda Sup. Ct. Jan. 5, 2014) (awarding 43.67%
9 of common fund in class action that went to trial, noting “many [individual contingency fee] agreements
10 provide for a 40-45% attorney fee where a case is taken to trial.”) (Ex. 16).⁹

11 Consistent with the weight of the case law, as well as the private marketplace, a fee award of one-third
12 of the monetary recovery—or 25.7% of the minimum actual benefit conferred on the Class if the Non-
13 Monetary Remedial Relief Component is factored in—is certainly reasonable. *See* Ex. 6 (Declaration of
14 Richard Pearl (“Pearl Decl.”) at ¶23 (“Given that 33⅓% percent (or more) of a cash settlement fund is
15 commonly awarded in such high-risk cases, the fee requested here clearly comports with standards established
16 by the courts and in the legal marketplace.)), and at ¶¶37-39.

17 **D. The Award Is Supported by All the Factors Considered by California Courts**

18 In evaluating whether a percentage fee award is reasonable, the court may consider factors such as: (i)
19 the result Class Counsel obtained; (ii) the time and labor required of the attorneys; (iii) the contingent nature
20 of the case and the delay in payment to Class Counsel; (iv) the experience, reputation, and ability of the
21 attorneys who performed the services; (v) the novelty, complexity and difficulty of the case and the skill
22 displayed in the litigation; (vi) awards in similar cases; and (vii) the reaction of the class. *See Laffitte*, 1 Cal.
23 5th at 504-505; *Lealao*, 82 Cal.App.4th at 42-43, 51; *Beaver Cty. Employees Ret. Fund, et al. v. Cyan, Inc.*,

24
25 ⁹ *See also In re: Urethane Antitrust Litig.*, 2016 WL 4060156, at *5 (D. Kan. July 29, 2016) (“a one-third fee
26 is customary in contingent-fee cases, and indeed that figure is often higher for complex cases or cases that
27 proceed to trial[.]”); *Hale*, 2018 WL 6606079, at *12 (“33% contingent fee of the total recovery is on the low
28 end of what is typically negotiated *ex ante* by plaintiffs’ firms taking on large, complex cases”); *Allapattah*
Servs., Inc. v. Exxon Corp., 454 F. Supp. 2d 1185, 1212 (S.D. Fla. 2006) (“Substantial empirical evidence
indicates that a one-third fee is a common benchmark in private contingency fee cases.”).

1 No. CGC-14-538355, slip op. (S.F. Super. Ct. Aug. 8, 2019) (Ex. 17). “However, no rigid formula applies
2 and each factor should be considered only ‘where appropriate.’” *Natural Gas Anti-Trust Cases I, II, III & IV*,
3 No. 4221, 2006 WL 5377849, at *3 (San Diego Super. Ct. Dec. 11, 2006). Here, each of the aforementioned
4 factors supports the requested fee.

5 **1. The Result Achieved Is Outstanding**

6 Courts have consistently acknowledged that the quality of the result achieved is the most important
7 factor in determining an appropriate fee award. *See, e.g., Hensley v. Eckerhart*, 461 U.S. 424, 436 (1983)
8 (“most critical factor is the degree of success obtained”); *In re Bluetooth Headsets Prods. Liability Litig.*, 654
9 F.3d 935, 942 (9th Cir. 2011) (“Foremost among these considerations, however, is the benefit obtained for the
10 class.”); *In re King Res. Co. Sec. Litig.*, 420 F. Supp. 610, 630 (D. Colo. 1976) (“the amount of the recovery,
11 and end result achieved are of primary importance, for these are the true benefit to the client”).

12 In this case, the Settlement provides substantial monetary and non-monetary remedial relief to the
13 Class. With respect to monetary relief, the Settlement provides for the creation of a non-reversionary
14 Settlement Fund of \$57.5 million (plus accrued interest), which represents an exceptional recovery for the
15 Class. Indeed, Class Counsel estimates that total damages, based on data disclosed in the LADWP 2020 Urban
16 Water Management Plan, would be \$70.5 million. Under these circumstances, the \$57.5 Settlement Amount
17 equates to a recovery of approximately 82%. This is a far higher recovery than what is obtained in the vast
18 majority of class actions. *See* Ex. 28 (Janeen McIntosh, Svetlana Starykh, and Edward Flores, *Recent Trends*
19 *in Securities Class Action Litigation: 2022 Full-Year Review* (NERA Jan. 24, 2023) at 18 (Fig. 19) (median
20 recovery in securities class actions in 2022 was approximately 1.8% of estimated damages); *In re Linerboard*
21 *Antitrust Litig.*, MDL No. 1261, 2004 WL 1221350, at *5 (E.D. Pa. June 2, 2004) (collecting cases in which
22 courts have approved settlements of 5.35% to 28% of estimated damages).

23 Regarding the Non-Monetary Remedial Relief provided by the Settlement, starting in the 2022-2023
24 fiscal year, the City began implementing a methodology based on the model used by Plaintiffs’ expert at trial.
25 Stipulation, ¶11(a). Class Counsel believes this new methodology will prevent DWCF overcharges in the
26 future, ***constitutes a 100% recovery rate from fiscal year 2022-2023 forward***, and will save ratepayers
27 approximately \$11.4 million per year. ¶28.

1 Additionally, the City has agreed to abide by specific timelines for returning related costs
2 overpayments to the SCM Fund. The City will perform the related costs reconciliation and return any monies
3 due under the reconciliation to the SCM Fund as soon as reasonably practicable after the close of each fiscal
4 year. The reconciliation will be performed for all departments receiving over \$2 million annually in related
5 costs from the SCM Fund. The City will include pension contributions in the overpayment reconciliation and
6 ensure that rebates from the Los Angeles City Employees Retirement System are allocated back to the SCM
7 Fund in proportion to the SCM Fund’s pension contribution expenditures. For each of the three fiscal years
8 following the Effective Date of the Settlement, the City will provide a declaration under penalty of perjury at
9 the end of each fiscal year to Plaintiffs’ Counsel, by no later than January 31, confirming that it has complied
10 with each of the provisions of the non-monetary remedial. *See* Stipulation, ¶10(a); *see also Folsom v Butte*
11 *County Ass’n of Gov’ts*, 32 Cal.3d 668 (1982) (upholding fee award for vindicating legislature’s intent by
12 achieving diversion of funds from roads to public transit).

13 By any measure, this is an outstanding result for the Class, especially given the inherent risks involved
14 in litigating a case as complicated as this one against a governmental entity with tremendous resources. *See*
15 *Vinh Nguyen v. Radiant Pharmaceuticals Corp.*, 2014 WL 1802293, at *3 (C.D. Cal. May 6, 2014)
16 (characterizing settlement representing “roughly 25.8 percent of the maximum provable damages” as an
17 “excellent recovery”).

18 **2. The Time and Labor Required/Continuing Obligations of Counsel/Lodestar**
19 **Cross-Check**

20 This was not a case that settled at an early stage. Rather, Class Counsel vigorously litigated this Action
21 for nearly six and a half years. The work performed by Class Counsel is outlined in the Introduction, *supra*,
22 and discussed in greater detail in the Rotter Decl., ¶¶2-17, 37. Class Counsel and Bird Marella spent over
23 11,574 hours prosecuting this litigation. ¶35; Exs. 5 & 7.¹⁰ Applying the rates charged by counsel to these

24
25 ¹⁰ When conducting a lodestar cross-check, the trial court may rely on “declarations summarizing overall time
26 spent, rather than demanding and scrutinizing daily time sheets in which the work performed was broken down
27 by individual task.” *Laffitte*, 1 Cal.5th at 505. Class Counsel’s lodestar was calculated after a review of
28 detailed time records, the purpose of which was to confirm the accuracy and reasonableness of time entries.
As a result of this review, appropriate reductions were made to Class Counsel’s reported time in the exercise
of billing judgment. Moreover, Class Counsel have not included in their lodestar time spent in connection
with the preparation of this motion for fees and expenses.

1 hours yields a “lodestar” of \$6,993,376.¹¹ ¶35; Exs. 5-A & 7-A. Thus, the requested fee of 33⅓%
2 (\$19,166,666) represents a multiplier of approximately 2.74 on counsel’s lodestar.

3 A multiplier of 2.74 is well within the range of multipliers commonly awarded in class actions and
4 other complex litigation or approved in the context of a lodestar cross-check. *See Wershba*, 91 Cal. App. 4th
5 at 255; *Spann v. J.C. Penney Corp.*, 211 F.Supp.3d 1244, 1265 (C.D. Cal. Sept. 30, 2016) (applying California
6 law to fee application and stating that “Counsel’s lodestar yields a 3.07 multiplier, which is well within the
7 range for reasonable multipliers.”); *Steiner v. Am. Broad. Co.*, 248 F. App’x 780, 783 (9th Cir. 2007)
8 (multiplier of 6.85 “falls well within the range of multipliers that courts have allowed.”); *Craft v. Cty. of San*
9 *Bernardino*, 624 F. Supp. 2d 1113, 1125 (C.D. Cal. 2008) (noting “ample authority” for a multiplier of 5.2
10 and collecting cases with substantially higher multipliers).¹²

11 Indeed, “numerous cases have applied multipliers of between 4 and 12 to counsel’s lodestar in
12 awarding fees.” *Natural Gas Anti-Trust Cases*, 2006 WL 5377849, at *4; *Sternwest Corp. v. Ash*, 183 Cal.
13 App. 3d 74, 76 (1986) (remanding for a lodestar enhancement of “two, three, four or otherwise”); *Glendora*,

15 ¹¹ California Supreme Court precedent support calculating the lodestar at current rates to compensate for delay
16 in receipt of payment. *See Graham*, 34 Cal. 4th at 584 (reliance on the “present hourly rate rather than the
17 lesser rate applicable when the services were rendered” eliminates the need to undertake an “adjustment” to
18 compensate for the lost “value of the use of the money.”); *accord Missouri v. Jenkins*, 491 U.S. 274, 283–84
19 (1989) (applying “current” rates is “an appropriate adjustment for delay in payment” where compensation is
20 “received several years after the services were rendered.”); *see also* Ex. 6 (Pearl Declaration), at n. 11. Class
21 Counsel’s rates range from \$900 to \$1,125 for partners, and \$395 to \$575 for non-partners (Ex. 7-A), and “are
comparable to peer plaintiffs and defense-side law firms litigating matters of similar magnitude.” *Lea v. Tal*
Educ. Grp., 2021 WL 5578665, at *12 (S.D.N.Y. Nov. 30, 2021) (approving GPM’s 2021 rates of \$600 to
\$995 for partners, and \$500 to \$750 for associates); *see also* Ex. 6 (Pearl Decl.), ¶¶43-55; & Ex. 29 (chart of
rates charged by peer plaintiff and defense counsel in complex litigation). Additionally, although most of
Class Counsel’s work is performed on a contingency fee basis, it does have some hourly clients and the rates
charged in this case are consistent with those rates. Ex. 7, ¶5.

22 ¹² *See also In re Nat’l Collegiate Athletic Ass’n Athletic Grant-in-Aid Cap Antitrust Litig.*, 2017 WL 6040065,
23 at *9 (N.D. Cal. Dec. 6, 2017), *aff’d*, 768 F. App’x 651 (9th Cir. 2019) (approving a 3.66 multiplier after
24 noting that it was “below the midrange of multipliers awarded in other cases” and collecting cases with
25 multipliers ranging from 3.41 to 9.3); *Lloyd v. Navy Federal Credit Union*, 2019 WL 2269958, at *13 (S.D.
26 Cal. May 28, 2019) (awarding fee equating to 25% of the common fund where “a lodestar cross-check would
27 likely result in a multiplier of around 10.96.”); *Buccellato v. AT&T Operations, Inc.*, 2011 WL 3348055, at
28 *2 (N.D. Cal. June 30, 2011) (collecting cases and finding percentage fee equal to 4.3 multiplier “also
reasonable under the lodestar method.”); *Lavinsky v. City of Los Angeles*, No. BC542245, slip op. (Los
Angeles Cnty. Super. Ct. Sept. 6, 2019) (awarding fee equating to 3.84 multiplier) (Ex. 18); *Willey v.*
Techtronic Industries North Am., Inc., No. RG16806307, slip op. (Alameda Cnty. Super. Ct. Aug. 4, 2017)
(awarding fee equating to 3.4 multiplier) (Ex. 19); *Ellis v. Google, LLC*, No. CGC-17-561299, slip op. (San
Francisco Cnty. Super. Ct. Oct. 25, 2022) (awarding fee equating to 3.4 multiplier) (Ex. 20).

1 155 Cal. App. 3d at 479-81 (affirming a 12-times multiplier of counsel’s hourly rate and expressly rejecting
2 the argument that the requested fee was exorbitant or unconscionable); *Eck v. City of Los Angeles*, BC577028,
3 slip op. (Los Angeles Cnty. Super. Ct. Feb. 26, 2018) (awarding fee equating to 5.8 multiplier) (Ex. 21);
4 *Engquist v. City of Los Angeles*, BC591331, slip op. (Los Angeles Cnty. Super. Ct. Dec. 8, 2020) (awarding
5 fee equating to 5.76 multiplier) (Ex. 22).¹³

6 “The fact that Class Counsel’s fee award will not only compensate them for time and effort already
7 expended, but for the time that they will be required to spend administering the settlement going forward, also
8 supports their fee request.” *Leach v. NBC Universal Media, LLC*, 2017 WL 10435878 at ¶49 (S.D.N.Y. Aug.
9 24, 2017); *Bertrand v. Personal Protective Services, Inc.*, 2011 WL 5901171, ¶7 (Alameda Cnty. Super. Ct.
10 July 28, 2011) (“future work should be taken into account in considering the reasonableness of Class Counsel’s
11 requested multiplier.”). Among other things, Lead Counsel will oversee the claims administration/distribution
12 process, respond to class member inquiries, and monitor the injunctive relief portion of the Settlement.
13 Stipulation, ¶10; Rotter Decl., ¶36. The multiplier will, therefore, diminish as the case moves forward because
14 Class Counsel will not seek any additional compensation for this work. *See Bertrand*, 2011 WL 5901171, at
15 ¶7 (“The Court further notes that this is no doubt a ‘diminishing multiplier’ in that Class Counsel has submitted
16 its lodestar based on the time it has spent thus far in the litigation, and the lodestar does not and cannot reflect
17 the actual further billable hours Class Counsel will be expending in the future due to its continuing
18 administrative and other duties in connection with implementing the Settlement.”).

19 Accordingly, this factor supports the requested award. *See Ex. 6 (Pearl Decl.)*, ¶57, (collecting cases
20 and opining that 2.74 “is an eminently reasonable multiplier” in this case).

21 **3. The Contingent Nature of the Case, Risk of Loss, and the Delay in Payment to**
22 **Class Counsel**

23 The contingent nature of the fee requested by counsel—and the substantial risk posed by the

24 ¹³ *See also* Logan, Moshman, and Moore, *Attorneys’ Fees Awards in Common Fund Class Actions*, 24 Class
25 Action Reports 169 (2003) (average multiplier of the 64 cases sampled was 4.5); *Vizcaino v. Microsoft Corp.*,
26 290 F.3d 1043, 1050-52 (9th Cir. 2002) (surveying 34 common fund cases and affirming percentage of the
27 fund fee award that equated to a 3.65 multiplier); *Patel v. Frankfother (In re Facebook Biometric Information*
28 *Privacy Litig.)*, 2022 WL 822923, *1 (9th Cir. 2022) (affirming common fund fee amounting to 4.71 lodestar
multiplier); *Beckman v. KeyBank, N.A.*, 293 F.R.D. 467, 481 (S.D.N.Y. 2013) (awarding fee equal to multiplier
of 6.3 and stating that “Courts regularly award lodestar multipliers of up to eight times the lodestar, and in
some cases, even higher multipliers.”).

1 litigation—also weigh in favor of awarding the requested fee. *See Laffitte*, 1 Cal. 5th at 504 (trial court
2 properly considered risks of the litigation and on contingency). Indeed:

3 [i]t is an established practice in the private legal market to reward attorneys for taking the
4 risk of non-payment by paying them a premium over their normal hourly rates for winning
5 contingency cases. *See* Richard Posner, *Economic Analysis of Law* § 21.9, at 534-35 (3d ed.
6 1986). Contingent fees that may far exceed the market value of the services if rendered on a
7 non-contingent basis are accepted in the legal profession as a legitimate way of assuring
8 competent representation for plaintiffs who could not afford to pay on an hourly basis
9 regardless whether they win or lose.

10 *In re Wash. Pub. Power Supply Sys. Sec. Litig.*, 19 F.3d 1291, 1299 (9th Cir. 1994); *see also Omnivision*, 559
11 F. Supp. 2d at 1047 (“The importance of assuring adequate representation for plaintiffs . . . justifies providing
12 those attorneys who do accept matters on a contingent fee basis a larger fee than if they were billing by the
13 hour or on a flat fee.”); *Ketchum v. Moses*, 24 Cal. 4th 1122, 1133 (2001).

14 Having undertaken this case on a **fully** contingent basis, Class Counsel have received no compensation
15 for the nearly six and a half years they have been prosecuting this matter, despite having invested over 11,574
16 hours of work—equating to a total lodestar of \$6,993,376—and having incurred out-of-pocket hard costs of
17 \$461,729.60. The only certainties were that there would be no fee or expense reimbursement without a
18 successful result, and that such a result would only be realized after substantial amounts of time, effort, and
19 expense had been expended. Class Counsel have, therefore, borne the risk that any compensation and expense
20 reimbursement would be contingent on the result achieved, as well as on this Court’s discretion in awarding
21 fees and expenses.

22 The risk of no recovery in complex cases like this one is very real. Class Counsel know from personal
23 experience that despite the most vigorous and competent of efforts, success in contingent class action litigation
24 is never guaranteed. *See, e.g., In re: Korean Ramen Antitrust Litigation*, Case No. 3:13-cv-04115 (N.D. Cal.
25 Dec. 17, 2018) (GPM served as Co-Lead Counsel where, after more than five years of litigation, a plethora of
26 foreign discovery, the expenditure of many millions of dollars in attorney time and hard costs, as well as a
27 multi-week trial, the jury returned a verdict in favor of defendants alleged to have conspired to fix the prices
28 of Korean ramen noodles).¹⁴

¹⁴ *See also Crago v. Charles Schwab & Co., Inc.*, No. 3:16-cv-03938 (N.D. Cal.) (GPM, serving as Co-Lead
counsel, litigated from 2016-2023; class certification denied after extensive discovery); *Gross v. GFI Group*,

1 Moreover, the risks *in this case* were even greater than most. As set forth in the Final Approval
2 Memorandum (§III.B.2-3) and the Rotter Declaration (¶¶20-24), Class Counsel and Plaintiffs faced significant
3 risks regarding their ability to establish both liability and damages on a classwide basis, particularly given that
4 the Defendant is a governmental entity. *See Mollner v. City of Los Angeles*, No. 22STCV32888, slip op. (Los
5 Angeles Cnty. Sup. Ct. Aug. 29, 2023) (striking class action allegations for refund pursuant to Health and
6 Safety Code section 5472) (Ex. 23).¹⁵ While Class Counsel and Plaintiffs believe they ultimately would have
7 prevailed, success at the pleading stage, class certification, trial and on appeal was always far from certain.
8 These risks existed at the time the case was filed, and they continued until the end. The exceedingly high
9 contingent risk borne by Class Counsel strongly supports the requested fee. *See Ketchum v. Moses*, 24 Cal.
10 4th 1122, 1132 (2001) (“[A] contingent fee contract, since it involves a gamble on the result, may properly
11 provide for a larger compensation than would otherwise be reasonable.”); *DeStefano v. Zynga, Inc.*, 2016 WL
12 537946, at *18 (N.D. Cal. Feb. 11, 2016) (“[W]hen counsel takes on a contingency fee case and the litigation
13 is protracted, the risk of non-payment after years of litigation justifies a significant fee award.”).

14 **4. Awards Made in Similar Cases**

15 As set forth above, Class Counsel’s fee request of 33⅓% of the Settlement Fund falls squarely within
16 the range of reasonable attorneys’ fee awards accepted by California and federal courts. *See, supra*, §II.C.;
17 *see also* Ex. 13 (collecting California state court cases); Ex. 14 (collecting federal court cases); Ex. 6 (Pearl
18 Decl.), ¶¶35-6 & Ex. B. In short, the fee requested is consistent with the fees awarded in other cases.

19 **5. Quality of Counsel and the Skill Displayed in Litigation**

20 The skill, experience, and ability of the attorneys who prosecuted this case also support the requested
21 fee award. Class Counsel has earned a national reputation for excellence through many years of litigating
22 complex civil actions throughout the country, and their abilities and the quality of their work is evidenced by
23 the the fact that they were able, *inter alia*, navigate the ever changing byzantine laws governing litigation

24 *Inc.*, 784 Fed. Appx. 27 (2d Cir. Sept. 13, 2019) (affirming summary judgment against plaintiff, following
25 four years of litigation, discovery in the U.S. and U.K., and the expenditure of millions of dollars of attorney
time and hard costs, where GPM served as Co-Lead Counsel).

26 ¹⁵ *See also Dreher v. City of Los Angeles Dept. of Water and Power*, No. 19STCV07272, slip op. at p.61 (Los
27 Angeles Super. Ct. Mar. 17, 2023) (“Because the court finds that the pay under protest provisions of [Health
and Safety Code] section 5472 apply, and neither Petitioners individually nor purported class members
28 complied with these provisions, Petitioners are barred from any recovery of past charges.”) (Ex. 24).

1 againt governmental entities in the California, overcome three dispositive motions, engage in extensive
2 discovery, prepare for and prevail in a four-day bench trial, and negotiate an outstanding result for the Class.
3 *See Ex. 7-C (GPM firm resume); see also Cullen v. Whitman Med. Corp.*, 197 F.R.D. 136, 149 (E.D. Pa. 2000)
4 (“The single clearest factor reflecting the quality of class counsels’ services to the class are the results
5 obtained.”).

6 The quality of opposing counsel is also important in evaluating the quality of the work done by Lead
7 Counsel. *See, e.g., Heritage Bond*, 2005 WL 1594403, at *20. Class Counsel were opposed in this litigation
8 by counsel from the Office of the Los Angeles City Attorney and Colantuono, Highsmith & Whatley, P.C.,
9 both of which have well-deserved reputations for vigorous advocacy on behalf of their clients. Lead Counsel
10 were nevertheless able to develop a case that was sufficiently strong to acheive a fair, reasonable and adequate
11 recovery to the Class. “The ability of [Class] Counsel to negotiate a favorable settlement in the face of
12 formidable legal opposition further evidences the reasonableness of the fee award requested.” *In re Delphi*
13 *Corp. Sec., Deriv. & ERISA Litig.*, 248 F.R.D. 483, 504 (E.D. Mich. 2008).

14 **6. The Reaction of the Class**

15 To date, no Class member has objected to the attorneys’ fee request. *See Ex. 1 (Nordskog Decl.)*, at
16 ¶¶18-20 & Ex. G. (sole objection unrelated to fee request). “The absence of objections or disapproval by class
17 members to Class Counsel’s fee request further supports finding the fee request reasonable.” *Heritage*, 2005
18 WL 1594403, at *21. And the Plaintiffs support Class Counsel’s fee request. *See Ex. 2, ¶9; Ex. 3, ¶9.*

19 **III. CLASS COUNSEL’S LITIGATION EXPENSES SHOULD BE REIMBURSED**

20 Attorneys who create a common fund for the benefit of a class are entitled to reimbursement from the
21 fund of reasonable litigation expenses. *See Rider*, 11 Cal. App. 4th at 1423 n.6; *Vincent v. Reser*, 2013 WL
22 621865, at *5 (N.D. Cal. Feb. 19, 2013). In determining whether particular costs are compensable, courts
23 consider whether they are of the type typically billed by attorneys to paying clients in the marketplace. *See*
24 *Harris v. Marhoefer*, 24 F.3d 16, 19 (9th Cir. 1994).

25 Here, Class Counsel are seeking reimbursement of costs and expenses in an aggregate amount of
26 \$461,729.60. These expenses are itemized in Class Counsel’s Declarations (¶41; Ex. 7-B) and include:
27 (i) court reporters and transcripts; (ii) filing and other fees; (iii) online research; (iv) photocopies;
28

1 (v) telephone; (vi) mediation fees; (vii) expert fees; (viii) travel; (ix) trial support; and (x) a document
2 hosting/review platform. These types of expenses are normally charged to paying clients and awarded by
3 courts. *See In re Am. Bus. Fin. Services Inc. Noteholders Litig.*, No. 05-232, 2008 WL 4974782, at *18 (E.D.
4 Pa. Nov. 21, 2008) (approving expenses for “duplication costs, online legal research, travel, meals, experts,
5 telephone, fax services, transcripts, postage, messenger, mediator, filing and court fees, service fees, and
6 transportation” based on declarations of counsel); *In re Global Crossing Sec. & ERISA Litig.*, 225 F.R.D. 436,
7 468 (S.D.N.Y. 2004) (“investigative and expert witnesses, filing fees, service of process, travel, legal research
8 and document production and review . . . are properly chargeable to the Settlement fund.”). They should,
9 therefore, be reimbursed out of the common fund.

10 **IV. A SERVICE AWARD OF \$15,000 TO EACH PLAINTIFF IS APPROPRIATE**

11 Lead Counsel seek service awards in the amount of \$15,000 to each Plaintiff. Such awards are
12 reasonable and merited in this case as the significant amount of time spent by Plaintiffs over the course of
13 *nearly six and a half years* in the service of others was time they could have otherwise spent on professional,
14 investing, or personal activities. The service and time devoted to the litigation by each Plaintiff is set forth in
15 their respective declarations. Exs. 2-3. Plaintiffs performed a public service through their willingness to step
16 forward and represent the Class and, as such, approval of these awards is warranted as a matter of public policy
17 and appropriate. *See In re Micro Focus Intern'l PLC Sec. Litig.*, No. 18CIV01549, slip op. at ¶16 (San Mateo
18 Super. Ct., July 27, 2023) (awards of \$15,000 to each plaintiff) (Ex. 25); *In re Sunrun, Inc. S'holder Litig.*,
19 No. CIV538215 (San Mateo Super. Ct. Dec. 14, 2018) (awarding two plaintiffs \$16,000 and \$15,000,
20 respectively) (Ex. 27).

21 **V. CONCLUSION**

22 For the forgoing reasons, Class Counsel respectfully requests that the Court grant the motion.
23
24
25
26
27
28

1 DATED: November 15, 2023

GLANCY PRONGAY & MURRAY LLP

2
3
4 By: s/Jonathan M. Rotter

Kevin F. Ruf

Joseph D. Cohen

Jonathan M. Rotter

Natalie S. Pang

1925 Century Park East, Suite 2100

Los Angeles, California 90067

Telephone: (310) 201-9150

Email: info@glancylaw.com

5
6
7
8
9
10 *Attorneys for Plaintiffs*

PROOF OF SERVICE BY ELECTRONIC POSTING

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

I, the undersigned say:

I am not a party to the above case, and am over eighteen years old. On November 15, 2023, I served true and correct copies of the foregoing document, by posting the document electronically to One Legal File&Serve, for receipt electronically by the parties listed on the Court’s Service List.

I affirm under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on November 15, 2023, at Los Angeles, California.

s/ Jonathan M. Rotter
Jonathan M. Rotter