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6 *Class Counsel*

7
8 IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN MATEO

9 AARON VAN FLEET, PAUL
10 OVBORG, and JAMES LONGFIELD,
individually and on behalf of all others
similarly situated,

11 Plaintiffs,

12 v.

13 TRION WORLDS, INC.,

14 Defendant.

NO. CIV 535304

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

Complaint Filed: September 8,
2015

CLASS ACTION

Assigned for All Purposes to:
Honorable Marie S. Weiner,
Department 2

DEPARTMENT: 2
DATE: April 17, 2020
TIME: 3:00 pm

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1 **I. INTRODUCTION**

2 Plaintiffs filed this lawsuit more than four years ago. After vigorously
3 litigating their claims in this court, federal district court, and the California court of
4 appeal, Plaintiffs negotiated an agreement with defendant Trion Worlds, Inc.'s
5 insurer, Navigators Insurance Company to settle their claims on a class wide basis
6 for a payment of \$420,000. The proposed settlement is an excellent result for the
7 Settlement Classes given the risks of continued litigation and Trion's financial
8 condition.

9 Plaintiffs now move for approval of an attorneys' fee award for Class
10 Counsel of \$105,000, which is 25% of the common fund created through their
11 efforts. This request is substantially less than the reasonable fees that Class
12 Counsel actually incurred in prosecuting this case over the last four years, and is
13 the benchmark for fee awards in common fund settlements. Plaintiffs also request
14 approval of reimbursement from the common fund of \$16,948 in litigation costs
15 Class Counsel reasonably and necessarily incurred in litigating these claims to
16 resolution. Finally, Plaintiffs request modest service awards of \$2,000 for their role
17 in bringing the case and remaining involved in the litigation over four years.

II. BACKGROUND

A. Plaintiff's claims.

Plaintiffs allege that Trion violated California consumer protection statutes in its operation of the ArcheAge video game. Prior to its sale in October 2018, Trion's business was publishing video games online. (Ram Decl., ¶ 5, Ex. 3 at p. 1.) Plaintiffs signed up for and played ArcheAge (Complaint ¶¶ 39–57), one of the numerous games published by Trion (*id.* ¶ 8). Plaintiffs allege that Trion's advertisement of ArcheAge and money-making features within the ArcheAge game violate California law. (*Id.* ¶¶ 68–137.)

First, Plaintiffs allege that Trion advertised that ArcheAge players who purchased a special subscription package would receive a 10% discount on in-game purchases. (*Id.* at ¶¶ 22–31.) Plaintiffs claim that Trion failed to provide the discount in violation of the California Unfair Competition Law, Cal. Bus. & Prof. Code § 17200 *et seq.*, the California Consumers Legal Remedies Act, Cal. Civ. Code § 1770, and the California False Advertising Law, Cal. Bus. & Prof. Code § 17500 *et seq.* Plaintiffs also claim that Trion's advertisement of the discount was a negligent misrepresentation under California law. (*Id.* at ¶¶ 68–116.)

Second, Plaintiffs allege that Trion operated an unlawful lottery within ArcheAge through the sale of "mystery item" supply crates. (*Id.* at ¶¶ 32–38.) Players purchased supply crates, which contain a "random selection" of items,

1 through Trion’s in-game Marketplace. (*Id.* at ¶¶ 32–33.) Plaintiffs allege that Trion
2 enticed players to buy the crates by offering the players a “chance” to get a
3 valuable virtual item in randomly selected supply crates (the “Rare Prize” or
4 jackpot). (*Id.* at ¶ 33.) Plaintiffs allege that Trion’s supply crates are the digital
5 equivalent of a scratch-off lottery ticket, and Trion’s sale of the crates violates the
6 California lottery statute, California Penal Code § 319, and the UCL. (*Id.* at ¶¶ 34–
7 38, 117–137.)

8 Trion denies the material allegations of Plaintiffs’ claims. (Ram Decl., ¶ 6.)

9 **B. The parties engaged in substantial discovery and litigation.**

10 Following several months of investigation, Class Counsel drafted and filed
11 an initial complaint on Plaintiffs’ behalf on September 4, 2015. (Ram Decl., ¶ 3.)
12 Trion removed the case to the United States District Court for the Northern District
13 of California the following month. (*Id.*) In the federal court, Plaintiffs filed a
14 motion to remand the action to this Court and Trion filed a motion to compel
15 arbitration. (*Id.*) Plaintiffs opposed the motion to compel arbitration. (*Id.*) After a
16 hearing on both motions, the federal district court granted Plaintiffs’ motion to
17 remand and declined to rule on Trion’s motion to compel arbitration. (*Id.* ¶ 3, Ex.
18 2.)

19 The case returned to this Court and was designated complex by order filed
20 on February 17, 2016. (*Id.* ¶ 4.) Trion filed a motion to compel arbitration in this
21

1 Court on February 29, 2016. (*Id.*) Plaintiffs opposed. (*Id.*) After a hearing, the
2 Court denied the motion to compel arbitration by order dated June 8, 2016. (*Id.*)

3 Trion filed an immediate interlocutory appeal of the Court’s order denying
4 its motion to compel arbitration. (*Id.*) The Court of Appeal affirmed this Court’s
5 denial of Trion’s motion in a decision entered on April 2, 2018. (*Id.*) Plaintiffs filed
6 a First Amended Complaint on June 22, 2018. (*Id.* ¶ 5, Ex. 3.) Trion filed a
7 demurrer to Plaintiffs’ claims relating to the operation of an alleged illegal lottery
8 on July 9, 2018. (*Id.* ¶ 6.) Plaintiffs opposed. (*Id.*) After a hearing, the Court denied
9 Trion’s demurrer on September 5, 2018. (*Id.*)

10 While the demurrer was pending, Trion responded to Plaintiffs’ written
11 discovery requests relating to the failure to provide discount claims and produced
12 more than 700 pages of documents. (*Id.* ¶ 7.) The parties addressed discovery
13 disputes in case management statements. The Court directed Trion to produce
14 additional responses after a hearing. (Ram Decl., ¶ 8; Case Management Order #8.)
15 Trion produced a total of 23,261 pages of documents and data responsive to
16 Plaintiffs’ discovery requests, which Class Counsel reviewed and analyzed. (Ram
17 Decl., ¶ 7.)

18 **C. Trion’s insolvency and the settlement negotiations.**

19 On October 25, 2018, Trion filed a case management statement notifying
20 Plaintiffs and the Court that on October 22, 2018, Trion assigned and transferred to
21

1 its assignee Trion Worlds (ABC) LLC all of its property and assets for the benefit
2 of Trion's creditors. (Ram Decl., ¶ 10, Ex. 4.) Trion's board of directors, officers,
3 general counsel, and employees resigned effective October 22, 2018 and the
4 company ceased operations. (*Id.*)

5 Plaintiffs issued subpoenas for documents to both Trion Worlds (ABC) LLC
6 and Gamigo US, Inc., the German company to which Trion's assets, including the
7 ArcheAge game, were sold. (*Id.* ¶ 11.) Trion Worlds (ABC) LLC marketed and
8 sold Trion's assets. (Declaration of Trion Worlds (ABC) LLC in support of
9 Plaintiffs' Motion for Preliminary Approval of Class Action Settlement, ¶ 3.) The
10 proceeds from the sale of Trion's assets were insufficient to pay the cost of the
11 assignment, wind down costs, and the claims of Trion's secure creditors. (*Id.* ¶ 4.)
12 There are no funds available to pay Trion's unsecured creditors or stockholders.
13 (*Id.* ¶ 5.)

14 Based on documents and information Plaintiffs received from Trion Worlds
15 (ABC) LLC and its counsel, Plaintiffs' Counsel concluded that a professional
16 liability insurance policy issued by Navigators Insurance Company issued to
17 Trion's officers and directors was likely the only asset from which Plaintiffs and
18 the proposed classes would be able to recover any judgment obtained in this action.
19 (Ram Decl., ¶ 12.) In addition, that policy was being reduced by ongoing defense
20 costs in this action. (*Id.*)

1 Plaintiffs sent Navigators a formal settlement demand on May 13, 2019.
2 (Ram Decl., ¶ 13.) Class Counsel and counsel for Navigators then engaged in
3 direct arm's-length negotiations over a period several months. (*Id.*) On July 29,
4 2019, the parties agreed to settle the case for \$420,000, which is a majority of what
5 remains on the insurance policy. (*Id.*) The parties fully executed the Settlement
6 Agreement and Release on September 26, 2019. (*Id.* ¶¶ 2, 13, Ex. 1.)

7 **D. The Settlement**

8 The details of the settlement are contained in the Settlement Agreement and
9 Release. (*See* Ram Decl., Ex. 1.) Trion's insurer will pay \$420,000 in Settlement
10 Proceeds, which will be used to pay claims administration costs, class
11 representative service awards, attorneys' fees and litigation expenses, and
12 settlement awards to the Settlement Class Members who submit claims. No money
13 will revert to Trion or its insurer. (*Id.* at § IV.1).

14 Class members must submit claim forms to participate in the settlement. (*Id.*
15 at § IV.3.) The Settlement Proceeds will be distributed based on the number of
16 purchases made by Claimants. (*Id.*) Claimants will have the option to elect
17 payment by electronic check or payment by physical check. Checks will be valid
18 for 90 days from issuance. Any funds remaining 90 days after the distribution will
19 be donated to Public Justice. (*Id.* at § IV.3.) Public Justice is a national non-profit

1 law firm that advocates for consumer rights in the courts and legislatures across the
2 county. See www.publicjustice.net.

3 The parties agreed that Class Counsel will request that the Court approve an
4 attorneys' fee award of 25% of the Settlement Proceeds. (*Id.* at § V.3.) The
5 Settlement Agreement is not contingent on the amount of attorneys' fees or costs
6 awarded. (*Id.* at § V.4.)

7 **E. The Court grants preliminary approval of the Settlement.**

8 Plaintiffs filed their unopposed motion for preliminary approval of the
9 Settlement on September 27, 2019. (Ram Decl., ¶ 17.) Plaintiffs filed a
10 supplemental brief in support of preliminary approval on November 27, 2019, to
11 address the Court's requirement that a representative of Trion Worlds, Inc. sign the
12 Settlement Agreement and request for supplemental information demonstrating
13 that Public Justice, the proposed recipient of any unclaimed funds, meets the
14 requirements of California Code of Civil Procedure section 384. (*Id.*) The Court
15 granted the motion for preliminary approval on December 12, 2019.

16 **III. STATEMENT OF ISSUES**

17 Should the Court award Class Counsel a fee of \$105,000, which is equal to
18 25% of the Settlement Proceeds, and approve reimbursement of Class Counsel's
19 \$16,948 incurred litigation costs from the Settlement Proceeds?

1 conditions in a contingency case, and the encouragement it provides counsel to
2 seek an early settlement and avoid unnecessarily prolonging the litigation.” *Id.*
3 Courts then have discretion to perform a lodestar cross-check to “bring[] an
4 objective measure of the work performed into the calculation of a
5 reasonable attorney fee.” *Id.* at p. 504.

6 1. A fee award of 25% of the Settlement Proceeds will fairly compensate
7 Class Counsel for their work on behalf of the Settlement Class.

8 A court “may determine the amount of a reasonable fee by choosing an
9 appropriate percentage of the fund created.” *Laffitte*, 1 Cal.5th at p. 503. California
10 courts have endorsed the Ninth Circuit’s benchmark of 25% of a common fund.
11 *See In re Consumer Privacy Cases* (2009) 175 Cal. App. 4th 545, 556 n.13 (“A fee
12 award of 25 percent ‘[i]s the benchmark award that should be given in common
13 fund cases.’” (alteration in original) (citation omitted)); *Lealao v. Beneficial Cal.,*
14 *Inc.* (2000) 82 Cal. App. 4th 19, 24 n.1 (“Studies show that this [25%] benchmark
15 is within the range followed by most courts.”). Courts recognize that most
16 percentage fees awarded under California law are in fact equal to one-third of the
17 common fund. *See Smith v. CRST Van Expedited, Inc.* (S.D. Cal. 2013) No. 10-cv-
18 1116-IEG (WMC), 2013 WL 163293, at *5 (“Under the percentage method,
19 California has recognized that most fee awards based on either a lodestar or
20 percentage calculation are 33 percent”); *see also Laffitte*, 1 Cal.5th at pp. 485,
21 506 (affirming fee award of one-third of the settlement fund); *Chavez v. Netflix*,

1 *Inc.* (2008) 162 Cal. App. 4th 43, 66 n.11 (finding a fee of 27.9% of the benefit to
2 class members was reasonable and noting that “[e]mpirical studies show that,
3 regardless whether the percentage method or the lodestar method is used, fee
4 awards in class actions average around one-third of the recovery”); *Espinosa v.*
5 *Cal. College of San Diego, Inc.*, No. 17-cv-744-MMA (BLM), 2018 WL 1705955,
6 at *8 (S.D. Cal. Apr. 9, 2018) (applying California law and awarding a fee of 30%
7 of a \$300,000 settlement fund).

8 Appellate courts defer to the trial court’s determination of an appropriate fee
9 because an “experienced trial judge is the best judge of the value of professional
10 services rendered in his court, and while his judgment is of course subject to
11 review, it will not be disturbed unless the appellate court is convinced that it is
12 clearly wrong.” *Consumer Privacy Cases*, 175 Cal. App. 4th at pp. 555-56 (quoting
13 *Serrano v. Priest* (1977) 20 Cal.3d 25, 49). In awarding a fee of one-third of the
14 common fund, the *Laffitte* trial court considered the complexity of the case, the
15 work counsel performed, that counsel litigated the case on a contingency basis, and
16 the results achieved, particularly in light of the risks and uncertainties of further
17 litigation. *Laffitte v. Robert Half Int’l Inc.* (2014) 180 Cal. Rptr. 3d 136, 140, 142-
18 43, 154, *aff’d*, *Laffitte*, 1 Cal.5th 480. As one court explained,

19 [T]he most important factor for deciding if the negotiated fee
20 is fair is whether the fees bear a reasonable relationship to the
21 value of the attorneys’ work. Attorneys are entitled to fair
compensation for the work they have done. ... The court

1 approving a settlement that includes a negotiated fee therefore
2 is required to decide if the fee negotiated by the parties closely
3 approximates the value of the attorneys' work. This
4 requirement may be satisfied in a number of ways, depending
5 on factors such as the nature of the case, the nature of the
6 settlement and court's familiarity with the litigation. The
7 means of making this determination are best left to the trial
8 court, whose decision will be reviewed for abuse of discretion.

9 *Robbins v. Alibrandi* (2005) 127 Cal. App. 4th 438, 451-52. These considerations
10 support an award of 25% of the common fund in this case.

11 ***The work Class Counsel performed.*** Class Counsel litigated this case for
12 more than four years, working diligently and efficiently to vindicate Plaintiffs' and
13 Settlement Class members' rights. Class Counsel devoted more than 1,300 hours to
14 this case. They briefed numerous motions, including a motion to remand, two
15 motions to compel arbitration, and a demurrer. They also briefed, argued, and
16 prevailed on an appeal. They propounded and responded to written discovery,
17 reviewed more than 23,000 pages of documents and data produced by Trion, and
18 issued subpoenas to third parties that revealed the existence of the liability
19 insurance policy used to pay the Settlement Proceeds and data detailing the
20 monetary value of credits players spent on supply crates and lost as a result of
21 Trion's failure to provide the promised discount. When Trion ceased operations at
the end of 2018, Class Counsel set their sights on a resolution that would ensure
class members received some financial compensation for their injuries. Settlement
negotiations spanned several months. Class Counsel continue to dedicate time to

1 this case, securing preliminary approval of the Settlement, working with the
2 Claims Administrator on notice claim issues, briefing this motion and a motion for
3 final approval of the settlement, and continuing to ensure that the settlement is
4 fairly administered and implemented.

5 ***The risk Class Counsel assumed.*** As in *Laffitte*, Class Counsel represented
6 Plaintiffs and the Settlement Classes entirely on a contingent basis, assuming the
7 risk of no recovery if they did not achieve a successful verdict or settlement. In
8 taking this case, Class Counsel risked extensive litigation costs, a potentially
9 expensive trial, and lost opportunity costs due to the time needed to brief class
10 certification and dispositive motions. Plaintiffs also faced the risk of losing at trial
11 and the risk that any recovery could be delayed for years by an appeal. Trion's
12 financial condition posed the additional risk that even a successful trial and appeal
13 could result in no recovery. (Ram Decl., ¶ 18.)

14 ***The results achieved in light of the risk, expense, complexity and likely***
15 ***duration of further litigation.*** The \$420,000 Settlement Proceeds reflect about
16 39% of the estimated damages to the class and constitutes a majority of the amount
17 remaining on the professional liability insurance policy that is the only asset
18 available to secure a recovery in this case.

19 This is a particularly favorable outcome for the Settlement Classes given the
20 significant risks of continued litigation. As set forth in Trion's demurrer to
21

1 Plaintiffs' First Amended Complaint, there are numerous published appellate
2 decisions holding video games that award virtual property to players by chance are
3 not unlawful lotteries or gambling because the virtual items awarded are not a
4 thing of value. *See Mason v. Mach. Zone, Inc.* (D. Md. 2015) 140 F. Supp. 3d 457,
5 *aff'd* (4th Cir. 2017) 851 F.3d 315; *Soto v. Sky Union, LLC* (N.D. Ill. 2016) 159 F.
6 Supp. 3d 871, 881; *Phillips v. Double Down Interactive LLC* (N.D. Ill. 2016) 173
7 F.Supp.3d 731. Although Trion's demurrer was denied, the Court declined to the
8 address the merits of most of Trion's arguments because they relied on contractual
9 terms not found in Plaintiffs' complaint or incorporated therein by reference. Prior
10 to Trion's assignment for the benefit of creditors transaction, Trion's counsel
11 advised Plaintiffs' Counsel that it intended to file a motion for summary judgment
12 raising similar legal challenges to the lottery claims. (Ram Decl., ¶ 9.) While
13 Plaintiffs believe they have the better argument regarding whether virtual property
14 in the ArcheAge game is a thing of value under California's lottery statutes, there
15 is no guarantee of success.

16 In addition, Plaintiffs had not moved for class certification and establishing
17 and maintaining class certification is always difficult. In this case, class
18 certification would have been complicated by the fact that Trion has ceased
19 operations. As a result, Trion's counsel was essentially unable to produce
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1 additional discovery responses or witnesses with knowledge of Trion’s operation
2 of the ArcheAge game.

3 Finally, even if the classes were certified and the classes obtained a
4 judgment against Trion, they may not have been able to collect anything from
5 Trion. Trion assigned its assets for the benefit of creditors under California law.
6 (Trion ABC Decl., ¶ 2.) The Trion (ABC) entity established for the benefit of
7 Trion’s creditors does not have sufficient assets to pay the claims of secured
8 creditors. (*Id.* ¶ 4.) The Navigators insurance policy, which is likely to be the only
9 asset from which Plaintiffs and the proposed Settlement Classes would be able to
10 recover, continues to be reduced by ongoing defense costs. (*Id.* ¶ 12.)

11 Because all relevant factors support a fee award at the benchmark of 25% of
12 the common fund, Plaintiffs request that the Court grant their motion.

13 2. A lodestar crosscheck confirms that the requested fee is reasonable.

14 In *Laffitte*, the California Supreme Court held that courts may, but are not
15 required to, perform a lodestar cross-check to confirm the reasonableness of a
16 percentage-of-the fund fee. *Laffitte*, 1 Cal.5th at p. 504. “If a comparison between
17 the percentage and lodestar calculations produces an imputed multiplier far outside
18 the normal range, indicating that the percentage fee will reward counsel for their
19 services at an extraordinary rate even accounting for the factors customarily used
20 to enhance a lodestar fee, the trial court will have reason to reexamine its choice of
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1 a percentage.” *Id.*

2 The lodestar is calculated “by multiplying the number of hours reasonably
3 expended by counsel by a reasonable hourly rate. Once the court has fixed the
4 lodestar, it may increase or decrease that amount by applying a positive or
5 negative ‘multiplier’ to take into account a variety of other factors, including the
6 quality of the representation, the novelty and complexity of the issues, the results
7 obtained, and the contingent risk presented.” *Id.* at p.489 (citation omitted). To
8 minimize the burden on courts, the Supreme Court explained that “trial courts
9 conducting lodestar cross-checks have generally not been required to closely
10 scrutinize each claimed attorney-hour, but have instead used information on
11 attorney time spent to ‘focus on the general question of whether the fee award
12 appropriately reflects the degree of time and effort expended by the attorneys.’” *Id.*
13 at p. 505 (citation omitted). In *Laffitte*, the Supreme Court approved a cross-check
14 performed “using counsel declarations summarizing overall time spent, rather than
15 demanding and scrutinizing daily time sheets in which the work performed was
16 broken down by individual task.” *Id.*; *see also Chavez*, 162 Cal. App. 4th at p. 64
17 (“[D]etailed time sheets are not required of class counsel to support fee awards in
18 class action cases.”).

19 A lodestar cross-check confirms the reasonableness of the requested fee.
20 Class Counsel have provided declarations summarizing the overall time spent by
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1 each firm litigating this case, as well the time spent by each timekeeper within the
2 firm and the work each timekeeper performed. Class Counsel’s declarations also
3 provide the hourly rates for each attorney and staff member and the basis for their
4 rates, including education, legal experience, and reputation in the legal
5 community. (Ram Decl., ¶¶ 18-29; Marshall Decl., ¶¶ 2-10; Balasubramani Decl.,
6 ¶¶ 2-11.)

7 In total, Class Counsel spent 1,368.7 hours litigating this case, incurring a
8 lodestar of \$738,217.70. The requested fee of \$105,000 is far lower than this
9 lodestar. Courts recognize that a percentage-of-the-fund award that results in a fee
10 lower than counsel’s lodestar is reasonable. *See Roos v. Honeywell Int’l, Inc.*
11 (2015) 241 Cal. App. 4th 1472, 1495 (“In our view, a trial court acts
12 appropriately—and it certainly does not abuse its discretion—when it accepts in a
13 common-fund case a cap on fees, even a cap that is phrased in terms of a
14 percentage of the recovery, when the application of the cap results in a *lower*
15 award than would be authorized under the lodestar method.”).

16 3. Class Counsel request reimbursement of necessarily incurred costs.

17 The common fund doctrine also provides a basis for the recovery of costs
18 from the settlement fund. *See Lealao*, 82 Cal. App. 4th at p.27 (recognizing that the
19 common fund doctrine allows a party recovering a fund for the benefit of others to
20 recover his costs in addition to attorneys’ fees). Class Counsel have provided the
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1 Court with charts listing their litigation costs by category. (Ram Decl., ¶ 30;
2 Marshall Decl. ¶ 11; Balasubramani Decl., ¶ 13.) These costs were reasonably and
3 necessarily incurred, are costs customarily paid by hourly clients, and are the types
4 of costs that courts typically allow class counsel to recover. *See Corson v. Toyota*
5 *Motor Sales U.S.A., Inc.*, No. CV 12-8499-JGB, 2016 WL 1375838, at *9 (C.D.
6 Cal. Apr. 4, 2016) (“Expenses such as reimbursement for travel, meals, lodging,
7 photocopying, long-distance telephone calls, computer legal research, postage,
8 courier service, mediation, exhibits, documents scanning, and visual equipment are
9 typically recoverable”).

10 **B. Plaintiffs request approval of modest service awards.**

11 Plaintiffs request service awards of \$2,000 for their role in bringing the case
12 and remaining involved in the litigation over four years. Courts recognize that
13 service awards “are fairly typical in class action cases.” *In re Cellphone*
14 *Termination Fee Cases* (2010) 186 Cal. App. 4th 1380, 1393 (quoting *Rodriguez v.*
15 *West Publishing Corp.* (9th Cir. 2009) 563 F.3d 948, 958). Service awards “are
16 discretionary ... and are intended to compensate class representatives for work
17 done on behalf of the class, to make up for financial and reputational risk
18 undertaken in bringing the action, and, sometimes, to recognize their willingness to
19 act as a private attorney general.” *Id.* at pp. 1393-94 (quoting *Rodriguez*, 563 F.3d
20 at pp. 958).

1 Plaintiffs remained active participants in this litigation for more than four
2 years, assisting Class Counsel with their investigation into the potential claims,
3 staying abreast of the litigation, and meeting and communicating on an ongoing
4 basis with Class Counsel about the case, settlement efforts, and the settlement
5 terms. (Ram Decl., ¶ 22.) A modest service award of \$2,000 will recognize their
6 willingness to serve as class representatives in this case and take on the burdens of
7 litigation on behalf of the Settlement Classes. *See In re Cellphone*, 186 Cal. App.
8 4th at p. 139-95 (approving service awards of \$10,000); *see also In re LinkedIn*
9 *User Privacy Litig.*, 309 F.R.D. 573, 592 (N.D. Cal. 2015) (finding a service award
10 of \$5,000 to be “presumptively reasonable”).

11 V. CONCLUSION

12 Plaintiffs request that the Court award Class Counsel a fee of \$105,000,
13 approve reimbursement of Class Counsel’s expenses in the amount of \$16,948, and
14 approve service awards in the amount of \$2,000.

1 RESPECTFULLY SUBMITTED AND DATED this 12th day of February,
2 2020.

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Class Counsel

1 **PROOF OF SERVICE**

2 I am a citizen of the United States and am employed in King County,
3 Washington. I am over the age of eighteen (18) years and not a party to this
4 action; my business address is 936 North 34th Street, Suite 300, Seattle,
5 Washington, 98103-8869.

6 On February 12, 2020, I served the preceding document by placing a true
7 copy thereof enclosed in a sealed envelope and served in the manner and/or
8 manners described below to each of the parties herein and addressed as on the
9 attached list.

10 **BY MAIL:** I caused such envelope(s) to be deposited in the mail at my
11 business address, addressed to the addressee(s) designated. I am readily
12 familiar with Terrell Marshall Law Group PLLC’s practice for collection
13 and processing of correspondence and pleadings for mailing. It is
14 deposited with the United States Postal Service on that same day in the
15 ordinary course of business.

16 **BY HAND DELIVERY:** I caused such envelope(s) to be delivered by hand
17 to the addressee(s) designated.

18 **BY OVERNIGHT COURIER SERVICE:** I caused such envelope(s) to be
19 delivered via overnight courier service to the addressee(s) designated.

20 **BY FACSIMILE:** I caused said document to be transmitted to the telephone
21 number(s) of the addressee(s) designated.

BY ELECTRONIC MAIL: I caused said document to be transmitted to the
email addresses of the addressee(s) designated.

I declare under penalty of perjury under the laws of the State of Washington
that the foregoing is true and correct.

1 Executed at Seattle, Washington, on the 12th day of February, 2020.

2 By: /s/ Elizabeth A. Adams, CSB# 290029
3 Elizabeth A. Adams, CSB# 290029
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1 **PROOF OF SERVICE LIST**

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5 400 County Center, Courtroom 2E
6 Redwood City, California 94063

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