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15  
16 **UNITED STATES DISTRICT COURT**  
17 **CENTRAL DISTRICT OF CALIFORNIA**

18 KEITH ANDREWS, an individual, et  
al.,

19  
20 Plaintiffs,

21 v.

22 PLAINS ALL AMERICAN  
23 PIPELINE, L.P., a Delaware limited  
partnership, et al.,

24 Defendants.

Case No. 2:15-cv-04113-PSG-JEMx

25 **CLASS COUNSEL’S**  
26 **SUPPLEMENTAL MEMORANDUM**  
27 **OF POINTS AND AUTHORITIES IN**  
28 **SUPPORT OF MOTION FOR**  
**APPROVAL OF ATTORNEYS’ FEES,**  
**EXPENSES, AND SERVICE AWARDS**  
**UNDER RULE 23(H)**

Date: September 20, 2022

Time: 1:30 p.m.

Judge: Hon. Philip S. Gutierrez

Courtroom: 6A

1 Class Counsel respectfully submit this supplemental memorandum in support  
2 of their motion for attorneys' fees, expenses, and class representative service  
3 awards. Following the extensive notice program, not a single Class member has  
4 objected to the requested fee and cost award, nor to the requested class  
5 representative service awards.

6 The \$230 million non-reversionary Settlement before the Court provides  
7 Fisher and Property Class members meaningful recoveries of the damages they  
8 incurred as a result of the Spill. Dkt. 944-1, Ex. 1 ("Settlement"). The Settlement is  
9 fair, adequate, and reasonable. Not a single Class member has objected to the  
10 substance of the Settlement.

11 For their work in securing this outstanding result on behalf of the Classes,  
12 Class Counsel seek \$73,600,000 in fees and \$6,085,336 in costs. As set forth in  
13 Class Counsel's initial memorandum in support of the requested fee and cost  
14 award, this request for 32% of the Settlement's total value is strongly supported by  
15 each of the relevant factors under Ninth Circuit law. *First*, the Settlement represents  
16 a large percentage of total classwide damages and provides Class members with  
17 substantial recoveries. Dkt. 954 at 14-17. *Second*, the result is even more  
18 impressive in light of the complexity, novelty, and scale of this case, which entailed  
19 innovative legal claims, an extraordinary degree of expert discovery, and countless  
20 dispositive or case-altering motions by Defendants. *Id.* at 17-19. *Third*, Class  
21 Counsel endured substantial risk by prosecuting the case on contingency for more  
22 than seven years, including defeating multiple challenges to class certification, as  
23 recently as January of this year. *Id.* at 19-20. *Fourth*, the nature of the case – not to  
24 mention the magnitude of the Settlement – creates greater accountability on oil and  
25 pipeline companies entrusted with work in environmentally sensitive areas. *Id.* at  
26 20-21. *Fifth*, the requested percentage is comparable to those awarded in similarly  
27 lengthy, complex, and large settlements. *Id.* at 21-23. *Lastly*, a lodestar crosscheck  
28 yields a modest multiplier of 1.26 for work performed up to the final approval

1 motion, and this multiplier continues to decrease as work continues. *Id.* at 23-26.  
 2 This multiplier is significantly below the average multiplier awarded in comparably  
 3 valued cases and further supports Class Counsel’s request. *Id.* at 25-26; *see*  
 4 *generally* Dkt. 960, Declaration of Brian T. Fitzpatrick (“Fitzpatrick Decl.”) ¶ 35.

5 The Court-approved notice disseminated to the Class indicated that Class  
 6 Counsel would not seek a fee in excess of 33% of the Settlement, and costs not to  
 7 exceed \$6,500,000.<sup>1</sup> Critically, no Class member objected to the fee or cost request  
 8 stated in the Class Notice, both of which were greater than the amounts Class  
 9 Counsel actually requests. The complete absence of objections strongly supports  
 10 the reasonableness and fairness of Class Counsel’s request. *See Gutierrez v.*  
 11 *Stericycle, Inc.*, No. LA CV15-08187 JAK (JEMx), 2019 WL 12470143, at \*8  
 12 (C.D. Cal. Mar. 22, 2019) (finding class counsel’s requested fee appropriate “in  
 13 light of the absence of any objections by members of the Class”); *Jenson v. First*  
 14 *Tr. Corp.*, No. CV 05-3124 ABC (CTx), 2008 WL 11338161, at \*15 (C.D. Cal.  
 15 June 9, 2008) (“[T]hat no Class members [] have manifested any disapproval of the  
 16 fee request further supports its reasonableness.”); *Nevarez v. Forty Niners Football*  
 17 *Co., LLC*, 474 F. Supp. 3d 1041, 1051 (N.D. Cal. 2020) (considering the fact that  
 18 there were “no objections” as a factor in justifying Plaintiffs’ lodestar).<sup>2</sup> Likewise,  
 19

20 <sup>1</sup> *See* Dkt. 944-2, Declaration of Jennifer Keough in Support of Motion for  
 21 Preliminary Approval of Class Action Settlement and Direction of Notice Under  
 22 Rule 23(e) (“Keough Decl. ISO Notice”) at 80 (“Class Counsel (see Question X  
 23 below) will apply to the Court for an award of attorneys’ fees in an amount not to  
 24 exceed 33% of the total amount of the Fisher Class Settlement, (or \$60,720,000),  
 25 plus their litigation expenses (not to exceed \$5.2 million from the Fisher  
 26 Settlement), and an interest earned on these amounts, at the same rate as earned by  
 27 the Fisher Class Common Fund.”); *id.* at 93 (“Class Counsel (see Question X  
 28 below) will apply to the Court for an award of attorneys’ fees in an amount not the  
 exceed 33% of the total amount of the Property Class Settlement (or \$15,180,000),  
 plus their litigation expenses (not to exceed \$1.3 million from the Property  
 Settlement), and interest earned on these amounts, at the same rate as earned by the  
 Property Class Common Fund.”).

<sup>2</sup> *Cf. In re Amgen Inc. Sec. Litig.*, No. CV 7-2536 PSG (PLAx), 2016 WL

1 no Class members filed objections to the requested class representative service  
2 awards, which were also disclosed in the Class Notice. *See* Dkt. 944-2, Keough ISO  
3 Notice, at 81, 93.

4 In addition to the seven years of intense effort Class Counsel have dedicated  
5 to this matter, they will continue their efforts on behalf of the Class all the way  
6 through the complete administration of the Settlement. Since July 29, 2022, Class  
7 Counsel have fielded numerous inquiries from Class members. On August 30,  
8 Class Counsel organized and attended an in-person meeting with the Commercial  
9 Fishermen of Santa Barbara where Class Counsel presented on, among other things,  
10 the history of the litigation, a summary of the settlement, the plan of distribution,  
11 and gave a tutorial on how to file a claim. Attendees participated both in-person and  
12 remotely. Additionally, if the Court grants final approval, Class Counsel will issue  
13 a press release to draw further attention to the Settlement, and will send email  
14 reminders regarding the claims deadline to any Class members for whom either the  
15 Claim Administrator or Class Counsel has a working email address. *See*  
16 Supplemental Declaration of Robert J. Nelson ¶ 6. This ongoing effort and  
17 commitment further demonstrates the propriety of the fee and cost award and, as  
18 noted, has and will continue to result in a reduction of the already modest 1.26  
19 multiplier on Class Counsel’s lodestar.

20 **CONCLUSION**

21 Class Counsel have achieved an extraordinary recovery for the Classes in an  
22 incredibly hard-fought, difficult, and risky case. After receiving notice of a fee and  
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24 10571773, at \*5 (C.D. Cal. Oct. 25, 2016) (finding class counsel’s fee request  
25 reasonable after overruling three objections); *Fernandez v. Victoria Secret Stores,*  
26 *LLC*, No. CV 06-04149 MMM (SHx), 2008 WL 8150856, at \*13 (C.D. Cal. July  
27 21, 2008) (“Only three class members objected and only twenty-nine opted out.  
28 This indicates that counsel achieved a favorable result for the class, which in turn  
suggests that they are entitled to a generous fee.”).

1 cost award larger than what is sought, no member of either Class objected,  
2 evidencing the reasonableness of the requested awards. For these reasons, and those  
3 articulated in Class Counsel’s opening memorandum, Class Counsel respectfully  
4 request that the Court grant their motion for \$73,600,000 in attorneys’ fees;  
5 \$6,085,336 in litigation expenses; and \$15,000 to each of the fourteen Class  
6 Representatives.<sup>3</sup>

7  
8 Dated: September 2, 2022                      Respectfully submitted,

9    By:           /s/ Robert J. Nelson          

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28 <sup>3</sup> Plaintiffs attach an amended proposed order to address the lack of objections and  
correct a few typographical errors.

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UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA

KEITH ANDREWS, an individual,  
TIFFANI ANDREWS, an individual.  
BACIU FAMILY LLC, a California  
limited liability company, ROBERT  
BOYDSTON, an individual, MORGAN  
CASTAGNOLA, an individual, THE  
EAGLE FLEET, LLC, a California  
limited liability company, ZACHARY  
FRAZIER, an individual, MIKE  
GANDALL, an individual,  
ALEXANDRA B. GEREMIA, as  
Trustee for the Alexandra Geremia  
Family Trust dated 8/5/1998, JIM  
GUELKER, an individual, JACQUES  
HABRA, an individual, MARK  
KIRKHART, an individual, MARY  
KIRKHART, an individual, RICHARD  
LILYGREN, an individual, HWA  
HONG MUH, an individual, OCEAN  
ANGEL IV, LLC, a California limited  
liability company, PACIFIC RIM  
FISHERIES, INC, a California  
corporation, SARAH RATHBONE, an  
individual, COMMUNITY SEAFOOD  
LLC, a California limited liability  
company, SANTA BARBARA UNI,  
INC., a California corporation,  
SOUTHERN CAL SEAFOOD, INC., a  
California corporation, TRACTIDE  
MARINE CORP., a California  
corporation, WEI INTERNATIONAL  
TRADING INC., a California  
corporation and STEPHEN WILSON,  
an individual, individually and on  
behalf of others similarly situated,

Case No. 2:15-cv-04113-PSG-JEM

[Consolidated with Case Nos. 2:15-cv-04573-PSG (JEMx), 2:15-cv-04759-PSG (JEMx), 2:15-cv-04989-PSG (JEMx), 2:15-cv-05118-PSG (JEMx), 2:15-cv-07051-PSG (JEMx)]

**[AMENDED PROPOSED] ORDER  
GRANTING ATTORNEYS' FEES,  
EXPENSES, AND SERVICE  
AWARDS UNDER RULE 23(H)**

Judge: Hon. Philip S. Gutierrez  
Courtroom: 6A

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Plaintiffs,

v.

PLAINS ALL AMERICAN PIPELINE, L.P., a Delaware limited partnership, and PLAINS PIPELINE, L.P., a Texas limited partnership, and JOHN DOES 1 through 10,

Defendants.



1 Before the Court is a motion for attorneys’ fees, expenses, and class  
2 representative service awards. The Court conducted a fairness hearing on September  
3 20, 2022. Having considered the moving papers and the information provided at the  
4 hearing, the Court GRANTS the motion for attorneys’ fees, costs, and Class  
5 Representative service awards.

6 **I. BACKGROUND**

7 This litigation arises from an oil spill that occurred at Refugio State Beach in  
8 Santa Barbara County on May 19, 2015.

9 After this Court consolidated separately filed class actions into this lead case,  
10 Plaintiffs filed a consolidated second amended class action complaint on April 6,  
11 2016. Dkt. 88. Plaintiffs alleged various violations of California Law for: (1) strict  
12 liability under the Lempert-Keene-Seastrand Oil Spill Prevention and Response Act  
13 (California Code Section 8670, *et seq.*); (2) ultrahazardous activities under the  
14 common law; (3) common law claims for negligence, public nuisance, negligent  
15 interference with prospective economic advantage, trespass, continuing private  
16 nuisance, and a permanent injunction; and (4) violation of California’s Unfair  
17 Competition Law (Cal. Bus. & Prof. Code §§ 17200, *et seq.*). *See id.* ¶¶ 261-359.

18 The Parties then conducted extensive discovery, which included exchanging  
19 more than 360,000 documents totaling over 1.5 million pages, disclosing 17 experts  
20 who produced 52 reports, taking over 100 depositions (including depositions of the  
21 fourteen Class Representatives), filing and responding to over a dozen motions to  
22 strike. Declaration of Robert J. Nelson in Support of Motion for Final Approval,  
23 Attorneys’ Fees, Costs, and Service Awards (“Nelson Decl.”) ¶¶ 3-9.

24 On August 22, 2016, Plaintiffs moved to certify a Class of fishers and fish  
25 processors impacted by Plains’ spill, supported by reports from five experts. Dkt.  
26 123. Defendants submitted nine expert reports in support of its opposition. After  
27 extensive briefing and oral argument, on February 28, 2017, this Court certified a  
28

1 Fisher and Fish Industry Class based on initial estimates of where the oil traveled  
2 and which fishing blocks were impacted. Dkt. 257.

3       Following two years of additional fact and expert discovery, on August 31,  
4 2019, Plaintiffs filed a motion to amend the Fisher Class definition. Dkt. 531.  
5 Defendants opposed certification, serving amended reports from two of its own  
6 experts. Dkt. 545. Following significant briefing, the Court granted Plaintiffs’  
7 motion and certified the Fisher Class as amended. Dkt. 577.

8       Following that order, Defendants petitioned the Ninth Circuit Court of  
9 Appeals to review the certification decision pursuant to Fed. R. Civ. P. 23(f).  
10 Plaintiffs opposed, and the Ninth Circuit denied the petition. *See Andrews et. al., v.*  
11 *Plains All American Pipeline, et. al*, Case No. 19-80167, Dkt. 3 (July 27, 2020).  
12 Defendants unsuccessfully moved to decertify the Fisher Class three times. *See*  
13 *Dkts. 566, 647, 872.*

14       On March 5, 2018, Plaintiffs moved to certify a Property Class. Dkt. 428-1.  
15 Defendants opposed, submitting reports from three of its own experts in support of  
16 its opposition, and moved to strike Plaintiffs’ two expert reports. Dkts. 430, 440. On  
17 April 17, 2018, this Court granted Plaintiffs’ motion for certification of the Property  
18 Class and denied Plains’ motions to strike. Dkt. 454.

19       Defendants petitioned the Ninth Circuit Court of Appeals pursuant to Fed. R.  
20 Civ. P. 23(f), Plaintiffs opposed, and the Ninth Circuit denied the petition. *See*  
21 *Andrews et. al., v. Plains All American Pipeline, et. al*, Case No. 18-80054, Dkt. 4  
22 (June 27, 2018). Like the Fisher Class, the Property Class was subject to three  
23 decertification motions. Dkts. 555, 663, 874.

24       Defendants filed multiple summary judgment motions. As to the Fisher Class,  
25 Plains moved for summary judgment in 2019. Dkt. 646. After extensive briefing,  
26 with thousands of pages of documents in support of and in opposition to the motion,  
27 and lengthy oral argument, the Court granted summary judgment against a subset of  
28

1 the Fisher Class, the fish processors, as to certain claims and denied the rest. Dkt.  
2 714.

3 As to the Property Class, Defendants moved for summary judgment on  
4 October 21, 2019. Dkt. 554. After Plaintiffs opposed and Defendants replied, the  
5 Court ordered supplemental briefing, which both Parties submitted. Dkts. 635, 636.  
6 After additional oral argument, the Court issued an order on March 17, 2020,  
7 granting summary judgment as to certain claims for certain groups within the  
8 Property Class and denying the rest. Dkt. 720.

9 This case was originally set to go to trial in September of 2020. The Parties  
10 had prepared the case for trial, exchanging witness lists, a joint exhibit list with  
11 4,705 entries, jury instructions, deposition designations, and contentions of law and  
12 fact. The Parties also fully briefed 16 motions in limine and submitted multiple  
13 briefs regarding the trial plan.

14 The trial was postponed because of the COVID pandemic and was then re-set  
15 for June 2, 2022. This Court has since ruled on all 16 motions in limine and  
16 numerous other motions, including motions to amend witness and exhibit lists,  
17 motions to submit additional supplemental expert reports, and motions to strike  
18 other expert reports. *See, e.g.*, Dkts. 891-900 (orders on motions in limine), Dkts.  
19 857, 867 (order on amending witness list and exhibits for trial). The Court also  
20 adopted Plaintiffs' proposed trial plan over Defendants' opposition. Dkt. 911.

21 The parties and their counsel participated in three formal full-day mediations  
22 over the course of three years with Judge Daniel Weinstein (Ret.) and Robert Meyer  
23 of JAMS, in addition to informal negotiations and numerous telephone conferences  
24 over this same time. The first mediation was held in the fall of 2019. The second  
25 mediation was held in the fall of 2020. The third full-day mediation took place on  
26 March 22, 2022, after which the Parties still had not reached agreement. On April  
27 13, 2022, the mediators submitted a mediator's proposal that both Parties ultimately  
28 accepted. After reaching an agreement in principle, the Parties drafted the

1 Settlement Agreement, notices, other settlement exhibits, and selected the proposed  
2 Settlement Administrator. Nelson Decl. ¶ 10; Dkt. 944-1, Exhibit 1 (“Settlement”).

3 Under the proposed Settlement, Defendants will pay \$184 million to the  
4 Fisher Class and \$46 million to the Property Class. No portion of the combined  
5 \$230 million will revert to Defendants. Plaintiffs sought preliminary approval of the  
6 Settlement, Dkt. 944, which the Court granted, Dkt. 949. Specifically, the Court (1)  
7 preliminarily approved the Settlement Agreement, (2) appointed JND Legal  
8 Administration LLC (“JND”) as the Settlement Administrator, and (3) approved the  
9 proposed plan to give Class Notice. *Id.* at 1-4.

10 Plaintiffs now move for an order approving the requested attorneys’ fees,  
11 expenses, and service awards.

12 **II. ATTORNEYS’ FEES, EXPENSES, AND SERVICE AWARDS**

13 Plaintiffs move for (1) \$73.6 million in attorneys’ fees, representing 32% of  
14 the Settlement Funds, (2) reimbursement of \$6,085,336 in litigation costs incurred  
15 by Class Counsel, and (3) service awards of \$15,000 to each Class Representative.  
16 *See* Plaintiffs’ Notice of Motion and Motion for Attorneys’ Fees, Expenses, and  
17 Service Awards Under Rule 23(H) (“Fees Mot.”) at 2. The Court addresses each  
18 request in turn.

19 **A. Attorneys’ Fees**

20 **1. Legal Standard**

21 Awards of attorneys’ fees in class action cases are governed by Federal Rule  
22 of Civil Procedure 23(h), which provides that, after a class has been certified, the  
23 court may award reasonable attorneys’ fees and nontaxable costs. The court “must  
24 carefully assess” the reasonableness of the fee award. *Staton v. Boeing Co.*, 327 F.3d  
25 938, 963 (9th Cir. 2003).

26 Where litigation leads to the creation of a common fund, courts can determine  
27 the reasonableness of a request for attorneys’ fees using either the common fund  
28 method or the lodestar method. *See In re Bluetooth Headset Prods. Liab. Litig.*, 654

1 F.3d 935, 944-45. The Court will analyze Class Counsel’s fee request under both  
2 theories, starting with the percentage-of-the-common-fund theory, and then  
3 conducting a lodestar-cross-check.

4 **2. Discussion**

5 Under the percentage-of-recovery method, courts typically use 25% of the  
6 fund as a benchmark for a reasonable fee award. *See In re Bluetooth Headset*, 654  
7 F.3d at 942. However, in larger settlements, that 25% benchmark may “be of little  
8 assistance,” *In re Optical Disk Drive Prod. Antitrust Litig.*, 959 F.3d 922, 931 (9th  
9 Cir. 2020), if it would result in an award “either too small or too large in light of the  
10 hours devoted to the case or other relevant factors.” *Six (6) Mexican Workers v.*  
11 *Ariz. Citrus Growers*, 904 F.2d 1301, 1311 (9th Cir. 1990).

12 Here, Class Counsel requests that the court approve a fee award of \$73.6  
13 million, or 32% of the gross Settlement amount. Fees Mot. 2. The Court will  
14 evaluate this request in light of the factors set out in *Vizcaino*, and will cross-check  
15 the reasonableness of the award using the lodestar method.

16 **a. Percentage-of-the-Common-Fund Method**

17 The selection of a percentage must “take into account all of the circumstances  
18 of the case.” *Vizcaino v. Microsoft Corp.*, 290 F.3d 1043, 1048 (9th Cir. 2002).  
19 When assessing the reasonableness of a fee award under the common fund theory,  
20 courts consider factors such as (1) the results achieved, (2) the risk of litigation, (3)  
21 the complexity of the case and skill required, (4) the benefits beyond the immediate  
22 generation of a cash fund, and (5) awards made in similar cases. *In re Omnivision*  
23 *Techs., Inc.*, 559 F. Supp. 2d 1036, 1046 (N.D. Cal. 2008); *Vizcaino*, 290 F.3d at  
24 1048-50). “Courts may also consider the reaction of class members to the proposed  
25 attorney fees,” *Wilson v. TE Connectivity Networks, Inc.*, No. 14-CV-04872-EDL,  
26 2019 WL 4242939, at \*7 (N.D. Cal. Sept. 6, 2019) (awarding a 34% fee where the  
27 amount of fees requested was including in the notice and no class member objected).  
28

1 **1. Results Achieved**

2 “The overall result and benefit to the class from the litigation is the most  
3 critical factor in granting a fee award.” *In re Omnivision Techs., Inc.*, 559 F. Supp.  
4 2d at 1046. Here, Class Counsel secured large shares of the Classes’ maximum  
5 potential compensatory damages (*i.e.*, assuming a complete victory at trial and  
6 appeal). The \$46 million Property Class Settlement represents over half of the  
7 maximum classwide compensatory damages. The \$184 million Fisher Class  
8 settlement is over 90% of the claimed damages through 2017, and 36% of damages  
9 through 2020.<sup>1</sup> Dkt. 929-2, Ex. B at 9, ¶ 19.<sup>2</sup> This provides meaningful and  
10 immediate monetary relief to members of both Classes. *See In re Heritage Bond*  
11 *Litig.*, 2005 WL 1594389 (C.D. Cal. June 10, 2005) (awarding 33.33% in fees to  
12 counsel that recovered 36% of the class’s total net loss); *Carlin v. DairyAmerica,*  
13 *Inc.*, 380 F. Supp. 3d 998, 1021, 1023 (E.D. Cal. 2019) (awarding 33.3% of a \$40  
14 million common fund that represented 48% of damages); *cf. In re Initial Pub.*  
15 *Offering Sec. Litig.*, 671 F. Supp. 2d 467 (S.D.N.Y. 2009) (awarding 33.33% of  
16 \$510.3 million when class members were estimated to recover only about 2% of  
17 their damages).

18 This recovery was obtained in the face of complex and hotly disputed issues  
19 that were central to Plaintiffs’ case, such as Defendants’ negligence, the amount of  
20 oil spilled, where the oil went, the proper measure of damages for both Classes, and  
21 the propriety of class certification. *See Vizcaino*, 290 F.3d at 1048 (affirming the  
22 district court’s finding that counsel “achieved exceptional results for the class”  
23

24 \_\_\_\_\_  
25 <sup>1</sup> In April 2022, just before reaching the Settlement, the damages period was  
26 extended to 2020, when the Court denied Plains’ motion to strike Dr. Rupert’s  
supplemental report regarding damages from 2018-2020. Dkt. 929 at 5-6; Dkt. 937.

27 <sup>2</sup> Even after fees are deducted, the Property Class recovers 35% of its damages, and  
28 the Fisher Class recovers 65% of damages through 2017, or 25% through 2020.

1 despite “the absence of supporting precedents,” in the face of difficult facts, and  
2 “against [Defendant]’s vigorous opposition throughout the litigation”). A loss on  
3 any of these issues at trial in this Court or on appeal might have precluded a Class  
4 recovery altogether. Alternatively, the Classes may well have won on liability, only  
5 to have the jury award fewer damages than requested. Based on Defendants’ most  
6 charitable estimate of Fisher Class damages, the proposed Settlement is two-and-a-  
7 half times the Fisher Class’s damages through 2017. *See* Dkt. 872-11 at 9-10  
8 (Defendants’ expert opining that the *maximum possible damages* for the Fisher  
9 Class is \$71.3 million).

10 Further, the Court recognizes the overwhelmingly positive reaction from the  
11 Class—not a single Class Member has filed an objection to the Settlement or the fee  
12 request. This is especially notable given that the individual class awards at stake in  
13 this Settlement are significant, many estimated to be five- or six-figures. Dkts. 951-1  
14 ¶¶ 71, 75, 80; 951-2 ¶ 62; *see* 4 NEWBERG AND RUBENSTEIN ON CLASS ACTIONS §  
15 13:58 (6th ed.) (“If the class contains particularly significant class members . . . who  
16 do not object, those class members’ acquiescence may be more meaningful.”). The  
17 lack of objections to the Settlement and to Class Counsel’s request for fees provides  
18 a compelling argument that the results obtained are meaningful to the Class and that  
19 Class members appreciate the Class Counsel’s work achieving them. *Jenson v. First*  
20 *Tr. Corp.*, No. CV 05-3124 ABC (CTx), 2008 WL 11338161, at \*15 (C.D. Cal. June  
21 9, 2008) (“[T]hat no Class members that have manifested any disapproval of the fee  
22 request further supports its reasonableness.”).

23 Accordingly, the Court finds that the result obtained for the Class supports the  
24 reasonableness of the requested award.

## 25 2. Risk of Litigation

26 “The risks assumed by Class Counsel, particularly the risk of non-payment or  
27 reimbursement of expenses, is a factor in determining counsel’s proper fee award.”  
28 *In re Heritage Bond Litig.*, 2005 WL 1594389, at \*14; *In re Apollo Grp. Inc. Sec.*

1 *Litig.*, 2012 WL 1378677, at \*7 (D. Ariz. Apr. 20, 2012) (“An upward departure  
2 from the 25% benchmark figure is warranted in this case because an exceptional  
3 result was achieved and it was extremely risky for Class Counsel to pursue this case  
4 through seven years of litigation.”). Class Counsel took this case on a purely  
5 contingent basis with no guarantee of recovery. Nelson Decl. ¶¶ 9, 24.

6 The Court agrees that the risk taken on by Class Counsel was magnified by  
7 the length and novelty of this litigation. Fees Mot. at 11; Final Approval Mot. at  
8 section V.A.3. Of the four classes initially pled, Plaintiffs were unsuccessful in  
9 certifying one of them (the tourism class), and had the certification of another (the  
10 oil industry class) reversed on appeal. *Andrews et. al. v. Plains All American*  
11 *Pipeline, et. al.*, Case No. 18-55850, Dkt. 77-1 (July 3, 2019) (decertifying the Oil  
12 Industry subclass). Contrary to some large class actions that settle before or  
13 immediately after class certification is granted, as explained above, this case was  
14 litigated to the point of trial. Even after the Classes were certified, Defendants  
15 continued to challenge the propriety of both Classes until January 2022, when the  
16 Court approved the trial plan (Dkt. 911).

17 Given the substantial risks borne by Class Counsel for seven years in  
18 pursuing this class action, this factor weighs in favor of Class Counsel’s requested  
19 32% fee.

### 20 **3. Complexity of the Case and Skill Required**

21 The Court also considers the skill required to prosecute and manage this  
22 litigation, as well as Class Counsel’s overall performance. *See In re Omnivision*  
23 *Techs.*, 559 F. Supp. 2d at 1047. During the past seven years, the Court witnessed  
24 that the complexities of the legal and factual issues in this case required a great  
25 amount of skill and experience to prosecute.

26 As discussed previously, Class Counsel’s litigation effort was notable.  
27 Among other things, Class Counsel conducted extensive and technical fact and  
28 expert discovery, filed three class certification motions as well as four oppositions to



1 class decertification, three oppositions to Fed. R. Civ. P. 23(f) petitions, multiple  
2 oppositions to motions for summary judgment, completed preparations for trial,  
3 and participated in three formal daylong mediations. *See* Final Approval Mot. at 2-8.  
4 Counting both fact and expert discovery, the Parties produced over 1.5 million pages  
5 of documents and took over 100 depositions. Nelson Decl., ¶ 11, 18; *see In re*  
6 *Heritage Bond Litig.*, 2005 WL 1594403, at \*7 (one-third fee where counsel had  
7 “reviewed approximately 1.1 million pages of documents produced by various  
8 defendants and [had] taken thirty-four depositions.”).

9 The litigation was complex from a legal standpoint as well. Class Counsel  
10 drew from their skills and experience to certify the Classes despite the scarcity of  
11 precedent for the Classes. Nelson Decl., ¶ 9.

12 Finally, Class Counsel successfully handled this protracted litigation against a  
13 company with significant financial and legal resources, and represented by a  
14 prominent litigation firm. *See In re Am. Apparel, Inc. S’holder Litig.*, 2014 WL  
15 10212865, at \*22 (C.D. Cal. July 28, 2014) (“In addition to the difficulty of the legal  
16 and factual issues raised, the court should also consider the quality of opposing  
17 counsel as a measure of the skill required to litigate the case successfully.”).

18 The Court agrees that the skill displayed by Class Counsel in prosecuting this  
19 case and obtaining a favorable settlement supports their requested award.

#### 20 **4. Benefits Beyond the Immediate Generation of a** 21 **Cash Fund**

22 “Incidental or non-monetary benefits conferred by the litigation are a relevant  
23 circumstance.” *Vizcaino*, 290 F.3d at 1049. While the Settlement is only one of  
24 immediate monetary value for the Class, the Court agrees that this litigation  
25 delivered a public benefit by raising the cost of causing environmental harm in  
26 California and putting similar corporations on notice. Fees Mot. at 12; *see, e.g.*,  
27 *Vizcaino*, 290 F.3d at 1049 (“the litigation also benefitted employers and workers  
28 nationwide by clarifying the law of temporary worker classification” so that “many

1 workers who otherwise would have been classified as contingent workers received  
2 the benefits of full time employment.”); *Bebchick v. Washington Metro. Area*  
3 *Transit Comm’n*, 805 F.2d 396, 408 (D.C. Cir. 1986) (placing significant weight on  
4 the public benefit afforded by counsel’s litigation in persuading the court that  
5 defendant had set transit fares unreasonably high).

6 As such, the Court finds that the public benefit achieved by this litigation  
7 supports the reasonableness of the requested fee.

### 8 **5. Awards Made in Similar Cases**

9 A court should also consider fee awards from similar cases. *Vizcaino*, 290  
10 F.3d at 1049-50. This Court has recognized that a requested percentage that “falls  
11 within the 30 to 33 percent range allowed in common fund cases” generally favors  
12 the award. *Flo & Eddie*, 2017 WL 4685536, at \*7 (citing numerous cases granting  
13 fee awards above the 25 percent benchmark); *see also In re Lidoderm Antitrust*  
14 *Litig.*, 2018 WL 4620695, at \*4 (N.D. Cal. Sept. 20, 2018) (“[A] fee award of one-  
15 third is within the range of awards in this Circuit.”).

16 In line with the Ninth Circuit’s instruction that the “[s]election of the  
17 benchmark or any other rate must be supported by findings that take into account all  
18 of the circumstances of the case,” *Vizcaino*, 290 F.3d at 1048, the Court also  
19 compares the requested award to those from cases that are similar to this one not  
20 only in size, but also in complexity, duration, and the amount of work that class  
21 counsel dedicated to the litigation. *See In re Heritage Bond Litig.*, 2005 WL  
22 1594403, at \*9. The Court also notes that the Ninth Circuit has been careful not to  
23 adopt a sliding-scale rule regarding the size of a settlement fund in relation to the  
24 percentage of attorneys’ fees that may be awarded. *In re Optical Disk Drive Prod.*  
25 *Antitrust Litig.*, 959 F.3d at 933; *see also Fitzpatrick Decl.*, ¶ 22.

26 The Court finds that the requested award of attorneys’ fees of 32% of the  
27 gross Settlement amount is comparable to awards authorized in similar cases. *See In*  
28 *re Apollo Grp. Inc. Sec. Litig.*, 2012 WL 1378677, at \*3, \*7 (finding 33.33% fee

1 award reasonable in a \$145 million settlement following seven years of litigation  
2 “pursued the litigation despite great risk”; fee equated to a 1.74 multiplier); *In re*  
3 *TFT-LCD (Flat Panel) Antitrust Litig.*, No. MDL 3:07-MD-1827 SI, 2011 WL  
4 7575003, at \*1 (N.D. Cal. Dec. 27, 2011) (30% of \$405 million settlement after six  
5 years of litigation “involving complex and difficult issues of fact and law”);  
6 *Greenville v. Syngenta Crop Prot., Inc.*, 904 F. Supp. 2d 902, 904, 907 (S.D. Ill.  
7 2012) (33.33% of \$105 million, equivalent to a 1.34 lodestar multiplier, in a seven-  
8 year long pollution case); *In re Linerboard Antitrust Litig.*, No. CIV.A. 98-5055,  
9 2004 WL 1221350 (E.D. Pa. June 2, 2004), *amended*, No. CIV.A.98-5055, 2004  
10 WL 1240775 (E.D. Pa. June 4, 2004) (30% of \$202.5 million settlement, a 2.66  
11 multiplier, following six years of risky litigation). As discussed above, the duration  
12 and complexity of this case was on par with these cases. Further, as discussed  
13 below, the requested 32% award will result in a relatively low multiplier.

14 Accordingly, awards in similar cases support the requested fee.

15 **b. Lodestar Cross-Check**

16 The lodestar method is a way for the Court to cross-check the reasonableness  
17 of a fee award. To calculate the “lodestar,” the court must multiply the number of  
18 hours the attorneys reasonably spent on the litigation by the reasonable hourly rate  
19 in the community for similar work. *McElwaine v. U.S. West, Inc.*, 176 F.3d 1167,  
20 1173 (9th Cir. 1999); *see In re Toys R Us-Delaware, Inc.--Fair & Accurate Credit*  
21 *Transactions Act (FACTA) Litig.*, 295 F.R.D. 438, 460 (C.D. Cal. 2014) (courts use  
22 a “rough calculation of the lodestar as a cross-check to assess the reasonableness of  
23 the percentage award.”). The Court will then analyze the resulting lodestar  
24 multiplier to ensure that it does not present a windfall to Class Counsel. In cases that  
25 result in larger settlement funds, courts tend to accept an even higher range of  
26 multipliers. *In re: Urethane Antitrust Litig.*, 2016 WL 4060156, at \*7 (D. Kan. July  
27 29, 2016); *In re Nat’l Collegiate Athletic Ass’n Athletic Grant-in-Aid Antitrust*  
28 *Litig.*, 768 F. App’x 651, 653 (9th Cir. 2019) (approving 3.66 multiplier in \$200

1 million settlement); *see Vizcaino*, 290 F.3d at 1051 n. 6 (approving multiplier of  
2 3.65 in \$96,885,000 settlement).

### 3 1. Reasonable Rate

4 When calculating the lodestar, the reasonable hourly rate is the rate prevailing  
5 in the community for similar work. *See Gonzalez v. City of Maywood*, 729 F.3d  
6 1196, 1200 (9th Cir. 2013) (“[T]he court must compute the fee award using an  
7 hourly rate that is based on the prevailing market rates in the relevant community.”  
8 (internal quotations omitted); *Viveros v. Donahue*, No. CV 10-08593 MMM (Ex),  
9 2013 WL 1224848, at \*2 (C.D. Cal. Mar. 27, 2013) (“The court determines a  
10 reasonable hourly rate by looking to the prevailing market rate in the community for  
11 comparable services.”). The relevant community is the community in which the  
12 court sits. *See Schwarz v. Sec’y of Health & Human Servs.*, 73 F.3d 895, 906 (9th  
13 Cir. 1995). If an applicant fails to meet its burden, the court may exercise its  
14 discretion to determine reasonable hourly rates based on its experience and  
15 knowledge of prevailing rates in the community. *See, e.g., Viveros*, 2013 WL  
16 1224848, at \*2; *Ashendorf & Assocs. v. SMI-Hyundai Corp.*, No. CV 11-02398  
17 ODW (PLAx), 2011 WL 3021533, at \*3 (C.D. Cal. July 21, 2011); *Bademyan v.*  
18 *Receivable Mgmt. Servs. Corp.*, No. CV 08-00519 MMM (RZx), 2009 WL 605789,  
19 at \*5 (C.D. Cal. Mar. 9, 2009).

20 Here, Plaintiffs are represented by counsel at four law firms: Lief Cabraser  
21 Heimann & Bernstein, LLP (“LCHB”); Keller Rohrback, L.L.P. (“KR”); Cappello  
22 Noël LLP (“CN”); and Audet & Partners, LLP (“Audet”). First, LCHB is a large  
23 plaintiffs’ law firm with its primary offices located in San Francisco, California,  
24 from which this matter has largely been handled. Nelson Decl., ¶ 27. LCHB  
25 attorneys who worked on this case had hourly rates ranging from \$395 to \$1,150.  
26 Nelson Decl., Ex. 1. Second, KR is a similarly sized law firm with two of its offices  
27 in Seattle, Washington and Santa Barbara, California, from which this matter has  
28 largely been handled. Farris Decl., ¶ 11. KR attorneys who worked on this case had

1 hourly rates ranging from \$300 to \$1,200. Farris Decl., Ex. 3. Third, CN is a small  
2 law firm with its office located in Santa Barbara, California. Noël Decl., ¶ 5. CN  
3 attorneys who worked on this case had hourly rates ranging from \$175 to \$1,450.  
4 Noël Decl., ¶ 10, Ex. 3. Finally, Audet is a small law firm with its office located in  
5 San Francisco, California. *See* Audet Decl., Ex. A. Audet attorneys who worked on  
6 this case had hourly rates ranging from \$200 to \$995. Audet Decl., Ex. A.

7       The Court turns to the *2021 Real Rate Report: The Industry’s Leading*  
8 *Analysis of Law Firm Rates, Trends, and Practices* (“Real Rate Report”) as a useful  
9 guidepost to assess the reasonableness of these hourly rates in the Central District.  
10 *See Eksouzian v. Albanese*, No. CV 13-728 PSG (AJWx), 2015 WL 12765585, at  
11 \*4–5 (C.D. Cal. Oct. 23, 2015). The Real Rate Report identifies attorney rates by  
12 location, experience, firm size, areas of expertise, and industry, as well as specific  
13 practice areas, and is based on actual legal billing, matter information, and paid and  
14 processed invoices from more than 80 companies. *See Hicks v. Toys ‘R’ Us-Del.,*  
15 *Inc.*, No. CV 13-1302 DSF JCG, 2014 WL 4670896, at \*1 (C.D. Cal. Sept. 2, 2014).  
16 Courts have found that the Real Rate Report is “a much better reflection of true  
17 market rates than self-reported rates in all practice areas.” *Id.*; *see also Tallman v.*  
18 *CPS Sec. (USA), Inc.*, 23 F. Supp. 3d 1249, 1258 (D. Nev. 2014) (considering the  
19 Real Rate Report); *G.B. ex rel. N.B. v. Tuxedo Union Free Sch. Dist.*, 894 F. Supp.  
20 2d 415, 433 (S.D.N.Y. 2012) (same).

21       The Real Rate Report provides that, in Los Angeles, litigation partners have  
22 hourly rates ranging from \$527 to \$1,145, and litigation associates have hourly rates  
23 ranging from \$412 to \$841. Real Rate Report at 26, 32. Paralegals across the  
24 country earn a median real rate of a median rate of \$255 per hour. *Id.* at 10. As Class  
25 Counsel notes, the Real Rate Report does not provide data for professional litigation  
26 support staff. However, courts in this district and others have approved rates ranging  
27 from \$146 to \$275 for professional litigation support staff, depending on their  
28

1 experience. *See Rolex Watch USA Inc. v. Zeotec Diamonds Inc.*, 2021 WL 4786889,  
2 at \*4 (C.D. Cal. Aug. 24, 2021).

3 Class Counsel charge partner billing rates ranging from \$510 to \$1,450 per  
4 hour and associate rates ranging from \$200 to \$875. Nelson Decl., Ex. 1; Farris  
5 Decl., Ex. 3; Noël Decl., Ex. 3; Audet Decl., Ex. A. With a few exceptions, these  
6 rates are in line with the Real Rate Report. In addition, courts have recently accepted  
7 the billing rates of Class Counsel firms LCHB, KR, and Audet, and a court accepted  
8 CN’s rates in 2015. Nelson Decl., ¶ 28; Farris Decl., ¶¶ 12-13; Audet Decl., ¶ 12;  
9 Noël Decl., ¶¶ 10-11. The Court accepts Class Counsel’s billing rates as reasonable  
10 for complex class action litigation attorneys in this community.

11 Class Counsel also charged hourly rates of \$110 to \$405 for paralegals and  
12 law clerks, which is only somewhat above the nationwide median. Nelson Decl., Ex.  
13 1; Farris Decl., Ex. 3; Noël Decl., Ex. 3; Audet Decl., Ex. A. Additionally, Class  
14 Counsel also charged hourly rates of \$405 to \$510 for professional litigation support  
15 staff. *Id.* These rates are generally in line with rates that other courts in this district  
16 have approved. Accordingly, the Court approves Class Counsel’s rates for  
17 paralegals, law clerks, and professional litigation support staff.

18 In sum, Court finds that Class Counsel’s rates fall within an acceptable range.

19 **2. Hours**

20 An attorneys’ fee award should include compensation for all hours reasonably  
21 expended prosecuting the matter, but “hours that are excessive, redundant, or  
22 otherwise unnecessary” should be excluded. *Costa v. Comm’r of Soc. Sec. Admin.*,  
23 690 F.3d 1132, 1135 (9th Cir. 2012). “[T]he standard is whether a reasonable  
24 attorney would have believed the work to be reasonably expended in pursuit of  
25 success at the point in time when the work was performed.” *Moore v. Jas. H.*  
26 *Matthews & Co.*, 682 F.2d 830, 839 (9th Cir. 1982).

27 Here, the records demonstrate that Class Counsel collectively spent 85,245.6  
28 hours litigating this case through July 22, 2022. *See* Nelson Decl., ¶ 32. As

1 discussed above, this case originated in 2015 and has been intensely litigated for  
2 seven years. During that time, Class Counsel engaged in extensive discovery and  
3 motion practice; reviewed hundreds of thousands of documents, many of which  
4 were highly technical; addressed 52 reports from 27 experts; conducted or defended  
5 over 100 depositions; brought multiple motions for class certification, opposed  
6 motions for summary judgment against each Class, litigated 16 motions in limine,  
7 prepared for trial, prepared the Settlement Agreement and related papers, and  
8 worked with the Claims Administrator to implement the notice program.

9 After reviewing the declarations submitted by all four firms, and considering  
10 duration, scope, and complexity of this case, the Court finds the 85,245.6 hours  
11 expended reasonable. *Cf. In re Apple Inc. Device Performance Litig.*, 2021 WL  
12 1022866 (N.D. Cal. Mar. 17, 2021), \*4-5, \*8 (approximately 70,000 hours were  
13 “reasonable and necessary” in three-year litigation that settled before summary  
14 judgment); *In re TFT-LCD (Flat Panel) Antitrust Litig.*, 2011 WL 7575003, at \*1  
15 (N.D. Cal. Dec. 27, 2011) (250,000 hours of work in complex antitrust class action).

### 16 3. Multiplier

17 The lodestar amount in this case is \$58,525,944. Nelson Decl., ¶ 32. Class  
18 Counsel request 32% in attorneys’ fees from the total settlement amount \$230  
19 million. Fee Mot. at 2. This yields a multiplier of 1.26.<sup>3</sup>

20 Considering, *inter alia*, the duration of the litigation, the contingent nature of  
21 the representation, and Class Counsel’s due diligence in pursuing this case to an  
22 exceptional recovery, the novelty and difficulty of the issues involved, the skill  
23 required to prosecute Defendants, and awards in other similar cases described  
24 above, the Court finds the multiplier of 1.26 more than justified and well within the  
25 range regularly approved in this Circuit. *See Steiner v. Am. Broad. Co.*, 248 F.  
26 App’x 780, 783 (9th Cir. 2007) (noting that a 6.85 lodestar multiplier fell well

27 \_\_\_\_\_  
28 <sup>3</sup>  $(\$230,000,000 \times 32\%) / \$58,525,944 = 1.26$ .

1 within the range of multipliers that courts have allowed); *Vizcaino*, 290 F.3d at 1051  
2 n.6 (approving 3.65 multiplier and noting the usual range is from 1.0-4.0). “Unlike  
3 some megafund cases, this one did not result in a huge payout to the class after the  
4 passage of little time or the expenditure of little effort.” *In re: Cathode Ray Tube*  
5 *(CRT) Antitrust Litig.*, 2016 WL 4126533, at \*6 (N.D. Cal. Aug. 3, 2016), *dismissed*  
6 *sub nom. In re Cathode Ray Tube (CRT) Antitrust Litig.*, No. 16-16368, 2017 WL  
7 3468376 (9th Cir. Mar. 2, 2017). Moreover, the Court anticipates that the multiplier  
8 will be even further reduced by virtue of the additional fees that will accrue with  
9 Class Counsel’s continued efforts to implement the Settlement.

10 Therefore, having assessed the reasonableness of the hourly rates, the hours  
11 worked, and the multiplier, the Court finds that the requested fee amount is  
12 reasonable under both the percentage-of-the-common-fund and lodestar theories,  
13 and **GRANTS** Plaintiffs’ motion for \$73.6 million in attorneys’ fees.

14 **B. Litigation Expenses**

15 In class action settlements, “[a]ttorneys may recover their reasonable  
16 expenses that would typically be billed to paying clients in non-contingency  
17 matters.” *See In re Omnivision Techs.*, 559 F. Supp. 2d at 1048.

18 Here, Class Counsel requests reimbursement of \$6,085,336 in costs and  
19 expenses. *See Fees Mot. 2*. This includes expenses that are typically charged to fee-  
20 paying clients, including filing fees, expert witness fees, mediation fees, deposition  
21 expenses, legal research fees, and copying and postage charges. *See id.* at 17-18;  
22 Nelson Decl., ¶ 31, Ex. 1; Farris Decl., ¶ 18, Ex. 3, Ex. 4; Noël Decl., ¶ 16, Ex. 4;  
23 Audet Decl., ¶ 15, Ex. C. Class Counsel indicate that the expenses are reflected in  
24 the books and records of the firms, and they attest that the request is accurate under  
25 penalty of law. Nelson Decl.; Farris Decl.; Noël Decl.; Audet Decl. Given the  
26 duration, scope, and vigor of this litigation, the Court is satisfied that the costs are  
27 reasonable, and therefore **GRANTS** Plaintiffs’ motion for costs in the amount of  
28 \$6,085,335.



1           **C.     Service Awards for Class Representatives**

2           “Incentive awards are fairly typical in class action cases.” *Rodriguez v. W.*  
3 *Publ’g Corp.*, 563 F.3d 948, 958 (9th Cir. 2009). When assessing requests for  
4 incentive awards, courts consider five principal factors:

- 5                     (1) the risk to the class representative in commencing suit,  
6                     both financial and otherwise; (2) the notoriety and personal  
7                     difficulties encountered by the class representative; (3) the  
8                     amount of time and effort spent by the class representative;  
9                     (4) the duration of the litigation; (5) the personal benefit (or  
                      lack thereof) enjoyed by the class representative as a result  
                      of the litigation.

10           *Van Vranken v. Atl. Richfield Co.*, 901 F. Supp. 294, 299 (N.D. Cal. 1995). Further,  
11 courts typically examine the propriety of an incentive award by comparing it to the  
12 total amount other class members will receive. *See Staton*, 327 F.3d at 975.

13           Here, Class Representatives request that the Court award each of them (of  
14 which there are fourteen in total) a service award in the amount of \$15,000. *See Fees*  
15 *Mot.* at 2. The Court agrees that the requested service awards are appropriate. Each  
16 Class Representative searched for and provided facts used to compile the Second  
17 Amended Complaint, helped Class Counsel analyze claims, sat for deposition,  
18 followed the case throughout its seven-year trajectory, and reviewed and approved  
19 the proposed Settlement. Each submitted declarations further explaining the time  
20 and effort they expended to benefit the Class. Nelson Decl., Exs. 3-16. Like Class  
21 Counsel, each dedicated time and effort to benefit the litigation without a prospect  
22 of receiving compensation in the immediate future, if ever.

23           Further, the Court is satisfied that the Class Representatives have justified the  
24 relative size of their requested enhancement awards compared to the total settlement  
25 size and the average class member Individual Settlement Award. The service awards  
26 represent 0.1 percent of the gross Settlement. *See Edwards v. Chartwell Services,*  
27 *Inc.*, No. 16-CV-9187-PSG (KSx), 2018 WL 10455206, at \*1-2, \*8 (C.D. Cal. Aug.  
28

1 27, 2018) (approving a \$10,000 enhancement award, which was over 25 times the  
2 average per-member recovery and represented 1.25% of the gross settlement fund,  
3 when plaintiff spent approximately 55 hours assisting with the case and risked future  
4 job prospects); *Palmer v. Pier 1 Imports*, No.: 8:16-cv-01120-JLS DFMx, 2018 WL  
5 8367495, at \*6 (C.D. Cal. July 23, 2018) (approving award representing 3.5% of  
6 gross settlement fund when plaintiff spent 20 hours helping with the case and faced  
7 employment-related risks); *Downey Surgical Clinic, Inc. v. Ingenix, Inc.*, CV 09-  
8 5457 PSG (JCx), Dkt. 250 (slip op.), at \*13 (C.D. Cal. May 16, 2016) (approving  
9 \$20,000 enhancement award for each of two plaintiffs).

10 Accordingly, the Court **GRANTS** Plaintiffs' request for enhancement awards  
11 in the amount of \$15,000 per Plaintiff, for a total of \$210,000.

12 **III. CONCLUSION**

13 For the reasons stated above, Plaintiffs' motion for approval of attorneys'  
14 fees, expenses, and incentive awards is **GRANTED**. Accordingly, it is **HEREBY**  
15 **ORDERED AS FOLLOWS**:

- 16 1. Class Counsel is awarded 32 percent of the total settlement amount, or  
17 \$73.6 million, in attorneys' fees and \$6,085,336 in costs.
- 18 2. Each of the fourteen Class Representatives is awarded \$15,000 in  
19 service awards.
- 20 3. The Court finds that these amounts are warranted and reasonable for  
21 the reasons set forth in the moving papers before the Court, at the Final  
22 Approval Hearing, and the reasons stated in this Order.

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27 **IT IS SO ORDERED.**  
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1 DATED: \_\_\_\_\_  
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5 Hon. Philip S. Gutierrez  
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