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**ELECTRONICALLY  
FILED**  
*Superior Court of California,  
County of San Francisco*  
**03/13/2025**  
**Clerk of the Court**  
BY: SANDRA SCHIRO  
Deputy Clerk

8 **SUPERIOR COURT OF CALIFORNIA**  
9 **COUNTY OF SAN FRANCISCO**

10 **JAMIE JWEINAT and RICHARD**  
11 **LECHLEITNER, individually and on**  
12 **behalf of all others similarly situated,**

13 Plaintiff,

14 vs.

15 **LOANDEPOT.COM, LLC; and DOES 1-**  
16 **10 inclusive,**

17 Defendant

)  
)  
) **CASE NO.:** Case No. CGC-23-605149  
)

) **NOTICE OF MOTION AND MOTION**  
) **FOR ATTORNEY'S FEES, COSTS, AND**  
) **INCENTIVE AWARD OF CLASS**  
) **ACTION SETTLEMENT**

) *Filed Concurrently with Memorandum of*  
) *Points and Authorities in Support of*  
) *Plaintiffs' Motion for Final Approval of*  
) *Class Action Settlement, Declaration of Todd*  
) *M. Friedman, Declaration of Jamie Jweinat*  
) *and Declaration of Richard Lechleitner*

) **Date:** April 21, 2025

) **Time:** 9:30 a.m.

) **Dept:** 301  
)

1 **ALL PARTIES AND TO THEIR ATTORNEYS OF RECORD HEREIN:**

2 TO ALL PARTIES AND THEIR RESPECTIVE COUNSEL:

3 PLEASE TAKE NOTICE THAT ON April 21, 2025, in Department 302 of the Superior  
4 Court County of San Francisco, located at 400 McAllister Street, San Francisco, Ca 94012,  
5 Plaintiffs, Jamie Jweinat and Richard Lechleitner, on behalf of themselves and all other  
6 similarly situated class members, will hereby and do, move for an order granting Plaintiffs'  
7 Motion for Attorneys Fees Costs and Incentive Award described herein.  
8

9 The motion is based on this Notice of Motion, the Memorandum of Pointes and  
10 Authorities in support thereof, submitted herewith, The Declarations of Jamie Jweinat and  
11 Richard Lechleitner, The Declaration of Todd M. Friedman and Brad Madden, the complete file  
12 in this action and any other documentary and/or oral evidence as may be presented at the time of  
13 the hearing on this Motion.

14 Dated: March 10, 2025

**LAW OFFICES OF TODD M. FRIEDMAN**

15  
16 By: Todd M. Friedman  
17 TODD M. FRIEDMAN, ESQ.  
18 ATTORNEY FOR PLAINTIFF  
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1 Class Action complaint alleged that loanDepot violated the Electronic Funds Transfer Act, 15  
2 U.S.C. § 1693, *et seq.* (the “EFTA”) by failing to provide Plaintiffs with copies of their written  
3 preauthorized electronic fund transfers. Plaintiffs also alleged a derivative claim under the  
4 “unlawful” prong of California’s Unfair Competition Law, Cal. Bus. & Prof. Code § 17200, *et*  
*seq.* (the “UCL”). *See Friedman Decl*, ¶ 4.

5 On December 8, 2022, Defendant filed a motion to dismiss the Federal Class Action  
6 under Federal Rules of Civil Procedure 12(b)(1) and 12(b)(6) based on Plaintiffs’ lack of Article  
7 III standing and failure to allege statutory standing under the UCL. The Federal Class Action  
8 was dismissed without prejudice on February 14, 2023, for lack of subject matter jurisdiction due  
9 to Plaintiffs’ lack of injury in fact. *See Friedman Decl*, ¶ 5.

10 On March 14, 2023, Plaintiffs re-filed their complaint (the “Complaint”) in the Superior  
11 Court of California, County of San Francisco, asserting virtually identical allegations and causes  
12 of action. (*Jamie Jweinat and Richard Lechleitner v. loanDepot.com, LLC*, Case No. CGC-23-  
13 60514 (the “Action”).) The Parties engaged in informal discovery before agreeing to mediation.  
14 *See Friedman Decl*, ¶ 6.

15 The Parties attended a mediation with the Hon. Suzanne H. Segal, Ret. of Signature  
16 Resolution on October 6, 2023. Through her guidance, this Settlement was reached. *See*  
17 *Friedman Decl*, ¶ 9. This Honorable Court granted Plaintiffs’ Motion for Preliminary Approval  
18 of October 17, 2024.

19 After, notice was mailed to 118,299<sup>1</sup> Class Members’ last known addresses, fully laying  
20 out the terms of the settlement agreement, the rights of the Class Members to object and the  
21 rights of the Class Members to opt out of the class<sup>2</sup>, less than 3% of which were returned without  
22 finding an updated address. *See Declaration of Brad Madden*. at ¶13. In additional P&N also  
23 successfully delivered email Notice to Over 99% of the class. *Id.* After the Class Members were  
24 so informed, **zero objections and only 11 opt-outs** were lodged. *See Madden Decl.* at ¶ ¶15-16.  
25 The Settlement is fair, reasonable and adequate, and should be given final approval. Therefore,  
Plaintiff respectfully requests that this Court grant final approval of the Settlement Agreement  
and enter the proposed order submitted herewith

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<sup>1</sup> This was the total number of confirmed addresses for class members between the addresses provided by Defendant and the reverse look ups performed by P&N.

<sup>2</sup> A copy of the notice mailed to the class members is attached as Exhibit #1 to Madden Decl.

1 Class Counsel is knowledgeable about and has done extensive research with respect to  
2 the applicable law and potential defenses to the claims of the Settlement Class. Class Counsel  
3 has diligently pursued an investigation of the Settlement Class Members' claims against  
4 Defendant. Based on the forgoing data and on their own independent investigation and  
5 evaluation, Class Counsel is of the opinion that the settlement with the Defendant for the  
6 consideration and on the terms set forth in the Settlement Agreement is fair, reasonable, and  
7 adequate and is in the best interest of the Settlement Class Members in light of all known facts  
8 and circumstances, including the risk of significant delay and uncertainty associated with  
9 litigation, various defenses asserted by Defendant, and numerous potential appellate issues.  
10 Although it denies any liability, Defendant has agreed to settle the claims on the terms set forth  
11 in the Settlement Agreement.

### 12 **III. THE SETTLEMENT**

13 Defendant agrees to establish a Settlement Fund in the amount of \$1,025,000  
14 ((Agreement § 4.01) in order to fund the following: (1) providing notice to Class Members; (2)  
15 providing settlement checks to Class Members entitled to receive a settlement check; (3) creating  
16 and maintaining the Settlement Website; (4) maintaining a toll-free telephone number (total  
17 estimated administration costs of under \$110,000); (5) Litigation expenses of up to \$15,000.00;  
18 (6) to pay the proposed \$10,000 Service Award each to the Plaintiffs (Agreement § 5.02); (7)  
19 payment of the proposed Attorneys' Fees of \$341,632.50 (33.33% of the Settlement Fund)  
20 (Agreement § 5.01). *See Friedman Decl*, ¶ 20. Any funds remaining after payment of all  
21 settlement costs and Payments to the Settlement Class shall be paid to Habitat for Humanity of  
22 Orange County, as cy pres recipient.

23 The amount of the Settlement Fund shall not be reduced as a result of any member(s) of

### 24 **III. ARGUMENT**

#### 25 **A. THIS COURT SHOULD AWARD CLASS COUNSEL FEES AND COSTS**

Both the United States Supreme Court and the California Supreme Court have long  
recognized the need for class actions in consumer cases where recoveries are too small to  
warrant individual prosecution. Over a quarter of a century ago, the California Supreme Court  
explained:

Modern society seems increasingly to expose men to ... group injuries for which  
individually they are in a poor position to seek legal redress, either because they  
do not know enough or because such redress is disproportionately expensive. If  
each is left to assert his rights alone if and when he can, there will at best be a

1 random and fragmentary enforcement, if there is any at all. This result is not only  
2 unfortunate in the particular case, but it will operate seriously to impair the  
deterrent effect of the sanctions which underlie much contemporary law.

3 *Vasquez v. Superior Court*, 4 Cal. 3d 800, 807 (1971); *see also Linder v. Thrifty Oil Co.*, 23 Cal.  
4 4th 429, 434 (2000) (“Courts long have acknowledged the importance of class actions as a means  
5 to prevent a failure of justice in our judicial system.”).

6 The concerns articulated by the Court in *Vasquez* apply precisely to this action.  
7 Individual Class Members could, or would, not have undertaken the burden of investigation and  
8 litigation necessary to prosecute individual claims against it. A class action was necessary to  
9 vindicate their rights. As the United States Supreme Court explained in *Amchem Prods. Co. v.*  
*Windsor*, 521 U.S. 591 (1997):

10 The policy at the very core of the class action mechanism is to overcome the  
11 problem that small recoveries do not provide the incentive for any individual to  
bring a solo action prosecuting his or her rights. A class action solves this  
12 problem by aggregating the relatively paltry potential recoveries into something  
worth someone’s (usually an attorney’s) labor.

13 *Id.* at 617.

14 The reality is that appropriate awards of attorneys’ fees are absolutely necessary in order  
15 to ensure that consumer and employee rights are protected and vindicated. One of the  
16 fundamental axioms of class action law is that a plaintiff who obtains a settlement on behalf of  
17 absentee class members is allowed to recover reasonable attorneys’ fees and costs incurred in the  
18 litigation. *See, e.g., Mills v. Electric Auto-Lite Co.*, 396 U.S. 375, 391-92 (1970) (recognizing the  
19 right of class action plaintiffs who have obtained a settlement to recover attorneys’ fees and costs  
because, “[t]o allow the others to obtain full benefit from the plaintiff’s efforts without  
20 contributing equally to the litigation expenses would be to enrich the others unjustly at the  
plaintiff’s expense.”).

21 Contingency fee litigation is always risky. Despite this risk, Class Counsel have  
22 secured an excellent result in this litigation, and Class Counsel respectfully submit that the award  
23 of \$341,632.50 in fees and \$10,253.25 in litigation costs as well as a service payment of \$10,000  
24 to the each of the Class Representatives (\$20,000 total) is therefore appropriate. As explained  
25 below, the requested fee reflects a modest 1.4 lodestar multiplier, after years of work on this  
litigation, of Class Counsel’s actual fees of \$242,832.50. Plaintiffs are entitled to recover  
reasonable attorneys’ fees, expenses and costs under Code of Civil Procedure § 1021.5.  
Moreover, when a party is entitled to statutory fees, “the fee should ordinarily include

1 compensation for all hours reasonably spent, including those relating solely to the fee”. See  
2 *Serrano v. Unruh*, 32 Cal. 3d 621, 624 (1982) (“*Serrano IV*”). California courts, in exercising  
3 their broad discretion to determine the appropriate fee, may base their calculations on the  
4 “lodestar” and “multiplier” method. See *Press v. Lucky Stores, Inc.*, 34 Cal. 3d 311, 322 (1983);  
5 *Serrano v. Priest*, 20 Cal. 3d 25, 48-49 (1977) (“*Serrano III*”). That said, it is submitted that the  
6 fee award sought herein is reasonable under both the lodestar/multiplier and common fund  
7 approaches in determining reasonable attorney’s fees. Class Counsel’s costs are also fully  
8 documented, necessarily incurred and otherwise reasonable.

9 The reaction of the Class to the Settlement terms relating to fees and costs must also be  
10 recognized. To date, 11 Class Members have opted out and zero Class Members have objected  
11 to the Fee request. Courts have interpreted that response as evidence that the Settlement  
12 warrants final approval. See, e.g., *7-Eleven Owners for Fair Franchising v. Southland Corp.*, 85  
13 Cal. App. 4th 1135, 1152-53 (2000) (finding response of class members to be “overwhelmingly  
14 positive” where “a mere 80 of the 5,454 absent class members elected to opt out of the  
15 settlement.”).

16 **1. The requested attorney’s fees are reasonable, fair and appropriate**  
17 **under the lodestar/multiplier approach**

18 Under the lodestar/multiplier approach, the court computes the “lodestar” amount by  
19 multiplying the number of hours reasonably expended by each attorney or legal staff member by  
20 their reasonable hourly rates. See *Serrano III*, 20 Cal. 3d at 48. However, “the lodestar formula  
21 does not limit consideration to hours expended and hourly rate, though that is the foundation of  
22 the calculation.” *Lealao v. Beneficial California, Inc.*, 82 Cal. App. 4th 19, 40 (2000). The court  
23 then enhances this lodestar figure by a “multiplier” to account for a range of factors, such as the  
24 novelty and difficulty of the case, its contingent nature, and the degree of success achieved. See  
25 *Serrano III*, 20 Cal. 3d at 49; see also *Lealao*, 82 Cal. App. 4th at 26; *Thayer v. Wells Fargo*  
*Bank*, 92 Cal. App. 4th 819, 834 (2001) (“[t]here is no hard-and-fast rule limiting the factors that  
may justify an exercise of judicial discretion to increase or decrease a lodestar calculation”).  
Class Counsels’ fee demand is justified based upon the lodestar method of calculating fees.

***a. The number of hours claimed is reasonable***

Counsel for prevailing parties are entitled to be compensated “for all time reasonably  
expended in pursuit of the ultimate result achieved in the same manner that an attorney

1 traditionally is compensated by a fee-paying client for all time reasonably expended on a  
2 matter.” *Hensley v. Eckerhart*, 461 U.S. 424, 431 (1983) (internal quotes and citation omitted);  
3 *see also Serrano IV*, 32 Cal. 3d at 633 (parties “should recover for all hours reasonably spent”).  
4 The amount of time Class Counsel spent on this case (289.1 hours), which culminated in the very  
5 favorable Settlement, is entirely reasonable given the complexity of the issues involved,  
6 Defendants’ vigorous defense, the length of time the litigation has been pending, and the  
7 exceptional results obtained. Further, all of Class Counsel’s time is supported by the  
8 declarations submitted concurrently with this Motion which themselves are based on records that  
9 are maintained contemporaneously in the normal course of Class Counsel’s practice. *See, In re*  
10 *Sutter Health Uninsured Pricing Cases*, 171 Cal. App. 4th 495, 511-12 (2009) (“We see no  
11 reason why [the court] could not accept the declarations of counsel attesting to the hours worked,  
12 particularly as he was in the best position to verify those claims by reference to the various  
13 proceedings in the case.”); *Wershba v. Apple Computer, Inc.*, 91 Cal. App. 4th 224, 254-55  
14 (2001).

15 **b. *The hourly rates requested are reasonable***

16 Class Counsel are entitled to be compensated at hourly rates that reflect the reasonable  
17 market value of their legal services, based on their experience and expertise. *See Serrano IV*, 32  
18 Cal. 3d at 640 n.31; *San Bernardino Valley Audubon Soc’y, Inc. v. County of San Bernardino*,  
19 155 Cal. App. 3d 738, 755 (1984). “The reasonable hourly rate is that prevailing in the  
20 community for similar work.” *PCLM Group, Inc. v. Drexler*, 22 Cal. 4th 1084, 1095 (2000).  
21 Payment at full market rates is essential to entice well-qualified counsel to undertake difficult  
22 cases such as this one. *See Audubon Soc’y*, 155 Cal. App. 3d at 755. Class Counsel’s hourly rates  
23 are fully supported by their experience and reputation in handling complex class action litigation.  
24 *See Friedman Decl.* ¶¶ 42-52. Further, Class Counsel charge rates commensurate with the  
25 prevailing market rates for attorneys of comparable experience and skill handling complex  
litigation and Class Counsel made all reasonable attempts to assign tasks to timekeepers at the  
appropriate billing rates.

26 **2. The requested attorneys’ fees and costs are reasonable, fair and**  
27 **appropriate under the Common Fund Doctrine.**

28 While the lodestar method set forth above weighs in favor of granting this Motion, a  
percentage of the common fund calculation supports the requested fee as well. The concept of

1 awarding attorneys' fees from a common fund such as at issue here was stated in the following  
2 manner by the California Supreme Court: "[W]hen a number of persons are entitled in common  
3 to a specific fund, and an action brought by a plaintiff or plaintiffs for the benefit of all results in  
4 the creation or preservation of that fund, such plaintiff or plaintiffs may be awarded attorney's  
5 fees out of the fund." *Serrano III*, 20 Cal. 3d at 34; *see also Lealao*, 82 Cal. App. 4th at 26  
6 (observing that "Fee spreading occurs when a settlement or adjudication results in the  
7 establishment of a separate or so-called common fund for the benefit of the class. Because the  
8 fee awarded class counsel comes from this fund, it is said that the expense is borne by the  
9 beneficiaries."). In addition to spreading the litigation fees among all beneficiaries, awards of  
10 common fund fees are essential to furthering the important societal goal of attracting competent  
11 counsel to handle these often complex contingency cases "who will be more willing to undertake  
12 and diligently prosecute proper litigation for the protection or recovery of the fund if [the  
13 attorneys are] assured that [they] will be promptly and directly compensated should [their]  
14 efforts be successful." *Melendres v. City of Los Angeles*, 45 Cal. App. 3d 267, 273 (1975)  
15 (quoting *In re Stauffer's Estate*, 53 Cal. 2d 124, 132 (1959)). In California, trial courts have  
16 inherent equitable power to award attorney's fees on a common fund basis when counsel's  
17 efforts "have resulted in the preservation or recovery of a certain or easily calculable sum of  
18 money." *Serrano III*, 20 Cal. 3d at 35. The traditional method for calculating a common fund fee  
19 is to award a percentage of the total fund. *See, e.g., Lealao*, 82 Cal. App. 4th at 26. Fee awards  
20 from a common fund can "average around one-third of the recovery." *Consumer Privacy Cases*,  
21 175 Cal. App. 4th 545, 558 n.13 (2009); *see also Chavez v. Netflix, Inc.*, 162 Cal. App. 4th 43, 66  
22 n.11 (2008).

23 The determination of the proper quantum of attorneys' fees in this case is not a  
24 complicated matter, given the Total Settlement Amount of \$1,025,000. Thus, the fees sought by  
25 Class Counsel represent a third of that amount, which is well within the realm of fees for such  
work on a contingency basis. *Lealao*, 82 Cal. App. 4th at 47 ("As many courts have noted ... the  
amount of attorney fees typically negotiated in comparable litigation should be considered in the  
assessment of a reasonable fee in representative actions in which a fee agreement is  
impossible.").

In sum, the fees requested herein are more than reasonable due to the result achieved, the  
reaction of the Class to the Settlement, as well as the entirely contingent nature of the work

1 undertaken by Class Counsel, for which they have yet to be paid one cent for their work.

2 **3. The requested costs are fully documented, necessarily incurred and**  
3 **reasonable.**

4 To date, Class Counsel have documented and verified a total of \$12,260.05. in expenses  
5 and costs incurred through the time of this Motion. *See* Friedman Decl. ¶53. The costs and  
6 expenses for which counsel seeks reimbursement include filing fees, messenger services, service  
7 of process, electronic filing fees and mediation expenses. *Id.* Plaintiffs’ counsel has not billed  
8 for miscellaneous expenses such as legal research expenses, printing expenses and postage. All  
9 of these costs were necessarily incurred in the course of this litigation and should be reimbursed.  
*Id.* Thus, Plaintiff’s request for \$12,260.05 in costs is reasonable.

10 **4. Applying a Multiplier to Counsel’s Lodestar Is Reasonable**

11 Based on the requested rates, Plaintiffs estimated their lodestar at \$242,832.50. Thus, the  
12 multiplier that would apply to obtain the requested fee would be a modest 1.4. Courts in the  
13 Ninth Circuit have “routinely awarded” multipliers in “the 1x to 4x range”, *Perks v. v.*  
14 *Activehours, Inc.* (N.D. Cal., Mar. 25, 2021) 2021 WL 1146038, at \*8, and courts will often  
15 award higher multipliers where the circumstances warrant it because of the excellent results  
16 obtained, complexity of the case, and risks involved. *See, e.g., Craft v. County of San Bernardino*  
17 (C.D. Cal. 2008) 624 F.Supp.2d 1113, 1123 (awarding 25% of common fund, equivalent to a 5.2  
18 multiplier) (collecting cases); *see also Stevens v. SEI Investments Company* (E.D. Pa., Feb. 28,  
19 2020) 2020 WL 996418, at \*13 (holding that “multiples ranging from 1 to 8 are often used in  
20 common fund cases” and awarding fees equivalent to a multiplier of 6.16); *Wershba v. Apple*  
21 *Computer, Inc.* (2001) 91 Cal.App.4th 224, 255 [110 Cal.Rptr.2d 145]. Indeed, multipliers in the  
22 range of 5x to 10x are not uncommon, and some courts have even been known to award higher  
23 multipliers. *See, e.g., In re Merry–Go–Round Enterprises, Inc.* (Bankr.D.Md.2000) 244 B.R. 327  
24 (40% award for \$71 million fund awarded, resulting in a cross-check multiplier of 19.6); *Stop &*  
25 *Shop Supermarket Co. v. SmithKline Beecham Corp.* (E.D.Pa.) 2005 WL 1213926 (\$100 million  
class fund in antitrust case, with fee award that including multipliers as high as 15 to 20 times  
the lodestar calculation. *See, e.g., New England Carpenters Health Benefits Fund v. First*  
*Databank, Inc.,* (D. Mass. Aug. 3, 2009) 2009 WL 2408560, \*2 (allowing a 20% attorney’s fees

1 recovery on a \$350 million settlement, equivalent to “a multiplier of about 8.3 times lodestar”);  
2 *Conley v. Sears, Roebuck & Co.*, (D. Mass. 1998) 222 B.R. 181 (approving lodestar multiplier  
3 of 8.9, even where plaintiffs’ counsel were “piggybacking” on prior success by another  
4 plaintiffs’ firm in a different case); *In re Rite Aid Corp. Securities Litig.*, (E.D. Pa. 2005) 362 F.  
5 Supp. 2d 587, 589-90 (awarding 25% of \$126 million settlement fund, which was equal to a  
6 lodestar multiplier of 6.96); *In re Cardinal Health Inc. Sec. Litig.*, (S.D. Ohio 2007) 528  
7 F.Supp.2d 752, 768 (allowing an 18% attorney’s fees recovery on a \$600 million settlement,  
8 even though that award resulted in a “lodestar multiplier of six”). amounted to a multiplier of  
9 15.6); *Laffitte, supra* (approving one-third contingency fee request from \$19 million settlement fund  
10 with 4x multiplier); *In re Mego Fin. Corp. Sec. Litig.* (9th Cir. 2000) 213 F.3d 454, 457–58, 463  
11 (upholding fee award of 33.3% of settlement).

12 The result achieved by Class Counsel cannot be called into legitimate question. Class  
13 Counsel obtained more than the maximum amount of statutory damages for the Class under the  
14 EFTA’s statutory damages cap (\$500,000) for class actions, after reducing the fund by the requested  
15 fees, costs, administration and incentive awards. The Class is getting everything they could achieve  
16 at trial. Class Counsel clearly did a good job and deserve a modest multiplier based on the common  
17 fund doctrine for these results.

18 **B. THE COURT SHOULD AWARD PLAINTIFFS THEIR REQUESTED INCENTIVE**  
19 **AWARDS**

20 Twelve years ago, in *Cellphone Termination Cases*, 186 Cal. App. 4th 1380, 1396  
21 (2010), the appellate court upheld the trial’s court approval of \$10,000 in incentive awards to  
22 each class representative. The court reasoned, “[T]he rationale for making enhancement or  
23 incentive awards to named plaintiffs is that they should be compensated for the expense or risk  
24 they have incurred in conferring a benefit on other members of the class.” *Id.* at 1394 (quoting  
25 *Clarke v. American Residential Servs. LLC*, 175 Cal. App. 4th 785, 806 (2009)).

Here, the Settlement Agreement calls for Plaintiffs to receive a \$10,000 incentive award,  
each, totaling \$20,000. These incentive award are well deserved and justified by the fact that  
Plaintiffs took action on behalf of almost 118,300 class members and expended considerable  
effort to achieve the results. Jweinat and Lechleitner Decls. ¶ 7-10; Plaintiffs participated in a  
mediation and several discussions after, and a as informal discovery. *Id.* Moreover, Plaintiffs  
faced substantial financial risk by bringing this claim because they had to give up their right to  
pursue Defendant on any other basis. *Id.* By bringing this action, Plaintiffs furthered the public

1 policy goals of consumer privacy. Therefore, this time and effort made resolution of this case  
2 possible for the members of the Class. Furthermore, Plaintiffs have served as model class  
3 representatives since the inception of this case. By bringing this action, Plaintiffs also furthered  
4 the well-established public policy goals of protecting consumers from alleged and severe EFTA  
violation practices.

5 **II. CONCLUSION**

6 For the reasons stated above, Plaintiffs respectfully submit that this Motion should be  
7 granted in its entirety. Specifically, Plaintiffs seek:

- 8 • \$341,632.50 for Class Counsel’s fees
- 9 • \$12,260.05 for Class Counsel’s costs);
- 10 • \$182,983 for the cost of Claims Administration; and
- 11 • A \$10,000 incentive award to each of named the Plaintiffs.

12 Respectfully submitted,

13 Dated: March 10, 2025

LAW OFFICES OF TODD M. FRIEDMAN, P.C.

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