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UNITED STATES DISTRICT COURT
DISTRICT OF OREGON
PORTLAND DIVISION

JENNA GRANADOS, individually and on behalf of all others similarly situated,

Plaintiff,

v.

ONPOINT COMMUNITY CREDIT UNION,

Defendant.

Case No. 3:21-cv-00847-SI

PLAINTIFF'S MOTION FOR ATTORNEYS' FEES, COSTS, AND SERVICE AWARD

MOTION

Pursuant to the provisions of the parties' settlement agreement, and further pursuant to Federal Rules of Civil Procedure 54(d)(2) and 23(h) and 15 U.S.C. § 1693m(a)(3), Plaintiff and Class Counsel respectfully move for an award of $525,000 in attorneys' fees and $29,782 in litigation costs. Plaintiff and Class Representative Jenna Granados also moves for a service award of $10,000. Plaintiff's motion is supported by the Declarations of Blythe Chandler ("Chandler Decl."), Nadia Dahab ("Dahab Decl."), David Sugerman ("Sugerman Decl."), and Daniel Schlanger ("Schlanger Decl."), all filed concurrently herewith.

MEMORANDUM IN SUPPORT

I. INTRODUCTION

Plaintiff Jenna Granados filed a class action complaint alleging that Defendant OnPoint Community Credit Union ("OnPoint"0 denied her claim for reimbursement of unauthorized transactions in violation of the Electronic Funds Transfer Act (EFTA). The Court preliminarily approved a class action settlement that creates a non-reversionary $500,000 Settlement Fund, which is sufficient to pay Settlement Class Members[1] nearly all of their alleged damages with no claims process. That settlement is the result of Class Counsel's work over the last three and a half years. Class Counsel's work included briefing and argument on a motion to dismiss, reviewing tens of thousands of pages of discovery, defending the depositions of Plaintiff Granados and her husband, taking the depositions of five OnPoint employees, litigating discovery disputes, and participating in two full-day mediations followed by ongoing arms' length negotiations.

All of Class Counsel's work was done on a purely contingent basis, with no guarantee that Class Counsel would ever recover their costs or attorneys' fees. And the case presented significant risks: When Class Counsel agreed to represent Granados as a proposed class representative, no court had ever certified claims under EFTA for a financial institution's wrongful denials of reimbursement for unauthorized transactions. To this day, the only decision certifying such claims for class treatment is a report and recommendation in a case being litigated by members of Class Counsel's team. *See Nelipa v. TD Bank, N.A.*, 2024 WL 3017141,

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[1] Terms defined in the Settlement Agreement (ECF No. 89-1) are capitalized in this memorandum.

at *8 (E.D.N.Y. June 17, 2024) (recommending certification and noting that neither party could identify any case addressing whether to certify "a class that consists of consumers who contend that a bank erroneously denied their reimbursement claims relating to allegedly unauthorized transactions, in violation of the EFTA").

In short, the excellent result that Class Counsel obtained, the significant work necessary to obtain that result, and the risks involved in the litigation warrant granting Class Counsel's request for $525,000 in attorneys' fees and $29,782 in litigation costs ($554,782 total), to be paid by OnPoint separately from the Settlement Fund. Granados's request for a $10,000 service award is also warranted by the excellent result for the Class that would not have been possible without her years-long commitment to obtaining relief, not just for herself but for other OnPoint members.

II. BACKGROUND

A. Class Counsel litigated this case for three years before mediation and have continued to aggressively advocate for the Class's interests since that time.

Class Counsel filed Ms. Granados's class action complaint on June 3, 2021. ECF 1. By that time, they had already spent at least three months investigating Granados's claims and developing legal theories. Chandler Decl. ¶ 29, Ex. 1 (reflecting time entries in March, April, and May 2021); Schlanger Decl. ¶ 52, Ex. D (same).

Shortly after Granados filed her complaint, OnPoint proposed mediation. *See* ECF 17 (joint motion to extend case deadlines for mediation in January 2022). During the first mediation, the Parties reached a tentative agreement on several material terms of a proposed settlement. ECF 19.

After more than eight months of negotiations and confirmatory discovery, however, the Parties reached an impasse and returned to litigation. ECF 31. Between April and September of

2022, Class Counsel reviewed, analyzed, and completed standardized data entry relating to more than 40,000 account records for OnPoint members. The purpose of this work was to identify potential class members based on unauthorized transaction dispute documentation. Chandler Decl. ¶ 29, Ex. 1 (account document review time entries from April through September 2022); Schlanger Decl. ¶ 52, Ex. D (same). That work was necessary because OnPoint maintained that it did not have summary data relating to its unauthorized transaction dispute denials. The Parties' impasse in negotiations was caused by their inability to agree on the class size, with OnPoint maintaining that the class had fewer than 40 members. Dahab Decl. ¶ 7.

After the Parties reached an impasse, Plaintiff Granados filed an amended complaint. ECF 34. OnPoint then filed a motion to dismiss and strike class allegations, ECF 35; Ms. Granados responded, ECF 39; and the Court heard argument on March 1, 2023, ECF 47. In May 2023, the Court dismissed Plaintiff's Oregon Unlawful Trade Practices Act and restitution claims but denied OnPoint's motion to strike the class allegations and to dismiss Plaintiff's breach of contract claims. Her central claim for improper denials of unauthorized transaction disputes under the EFTA also remained. *See* ECF 53.

The parties then undertook additional discovery relating to both Rule 23's requirements and the merits of Granados's and potential class members' claims. OnPoint produced thousands of additional pages of documents. Chandler Decl. ¶ 34. OnPoint deposed Ms. Granados and her husband. Dahab Decl. ¶ 14, Ex. A (August and November 2023 time entries). Plaintiff deposed three OnPoint employees. Dahab Decl. ¶ 14, Ex A (October and November 2023 time entries); Chandler Decl. ¶ 29, Ex. 1 (same).

Plaintiff then served OnPoint with a Rule 30(b)(6) deposition notice on November 8, 2023. OnPoint initially refused to produce a witness, claiming that the notice was untimely.

ECF 65. After the parties met and conferred regarding the notice for hours, OnPoint sought a protective order on the grounds that some topics were, in its view, overbroad. ECF 68. Plaintiff responded, ECF 70, and the Court denied OnPoint's motion and extended the time for completion of the deposition. ECF 75, 76. Class Counsel then deposed the two employees OnPoint designated. *See* Dahab Decl. ¶ 14, Ex. A (March 2024 time entries).

Shortly after the Rule 30(b)(6) deposition was completed, the Parties agreed to mediate for a second time. ECF 77. After a full-day mediation with experienced mediator Jill Sperbe, the Parties agreed to all material terms of a settlement, memorializing the agreement in a term sheet. ECF 81. Because the EFTA provides for mandatory fee-shifting, Class Counsel insisted for purposes of the mediation that the parties negotiate the amount of class relief first, with attorneys' fees and costs to be discussed only after agreement on the amount of a Settlement Fund. Dahab Decl. ¶ 10. Indeed, Class Counsel provided no information about their lodestar to OnPoint until after the Settlement Fund amount was resolved. Dahab Decl. ¶ 10. Plaintiff Granados did not need to pursue injunctive relief at mediation because OnPoint changed its policies for handling unauthorized transaction disputes after Granados had filed her complaint. Dahab Decl. ¶ 11.

After mediation, the Parties negotiated the complete settlement agreement and proposed class notices. Plaintiff moved for preliminary certification of the proposed settlement class and approval of the settlement on October 4, 2024. ECF 86. The Court denied the motion pending improvement of the proposed class notices, which the parties promptly revised. ECF 87, 88. Thereafter, the Court granted preliminary approval of the settlement. ECF 90. Since preliminary approval, Class Counsel's work has included negotiating minor changes to the class notices and the settlement website, both of which were raised with the Court. Dahab Decl. ¶ 12. Although

Class Counsel expects to incur additional fees through final approval and monitoring distribution of the Settlement Fund, they do not intend to seek fees for future work. Dahab Decl. ¶ 15.

B. The settlement provides nearly full compensation to the Class from a Settlement Fund negotiated and paid separately from attorneys' fees, litigation costs, and settlement administration costs.

In advance of the parties' second mediation, Class Counsel identified 329 settlement class members whose unauthorized transaction disputes total $512,225. ECF No. 86-2, at ¶ 5; *see also* ECF No. 89-1, § 1.5 (Settlement Agreement). This is the total amount of actual damages recoverable under Granados's EFTA and breach of contract claims, but does not include additional statutory damages, treble damages, or punitive damages. ECF No. 86-2, at ¶ 6.

The Settlement Agreement creates a non-reversionary Settlement Fund of $500,000 that will be used to pay Settlement Class Members. ECF No. 89-1, § 1.39. The Settlement Fund constitutes 97 percent of the Settlement Class Members' actual damages.[2] The Settlement Fund will be deposited into a Qualified Settlement Fund maintained by the Settlement Administrator. *Id.* §§ 4.1-4.6. The Settlement Agreement requires OnPoint to separately pay the Settlement Administrator's costs in an amount capped at $20,000. *Id.* § 3.2.1.

The Settlement Agreement provides that Class Counsel may separately seek an attorneys' fees and costs award of up to $554,782. *Id.* § 15.1-15.7. While the parties negotiated a maximum award amount, OnPoint remains free to object to the requested amount. *Id.* (no "clear sailing" provision). The attorneys' fees awarded by the Court will be paid separately by OnPoint

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[2] $500,000/$512,225 = .97 (or 97%). If the service award Plaintiff Granados requests is approved, Settlement Class Members will be paid approximately 95 percent of their alleged actual damages: $490,000 ÷ $512,225 = .956 (or 95.6%).

to Class Counsel directly, not from the Settlement Fund maintained by the Settlement Administrator. *Id.* § 15.3. No provision of the Settlement Agreement allows for amounts requested by Class Counsel in fees or costs but not awarded by the Court to be added to the Settlement Fund, because the amounts were negotiated separately.

By contrast, any service award to Ms. Granados approved by the Court will be paid from the Settlement Fund. *Id.* §§ 1.34, 3.2.3, 15.4.

III. ARGUMENT

A. Class Counsel request an award of reasonable attorneys' fees and costs.

Class Counsel have already invested more than 2900 hours in the prosecution of this case. After reducing their hours based on billing judgment, Class Counsel's lodestar, calculated at reasonable rates for this district, exceeds the $525,000 requested. Class Counsel have also incurred $29,782 in out-of-pocket expenses. Chandler Decl. ¶ 33; Dahab Decl. ¶ 16; Schlanger Decl. ¶ 49. Class Counsel's request for an award of $554,782 in fees and costs is reasonable.

In a class action, requests for attorneys' fees must be made by a motion pursuant to Federal Rules of Civil Procedure 54(d)(2) and 23(h). "Attorneys' fees provisions included in proposed class action settlement agreements are, like every other aspect of such agreements, subject to the determination whether the settlement is 'fundamentally fair, adequate, and reasonable.'" *Staton v. Boeing Co.*, 327 F.3d 938, 963 (9th Cir. 2003) (quoting Fed. R. Civ. P. 23(e)). Rule 23(h) requires that any class member "be allowed an opportunity to object to the fee motion itself." *In re Mercury Interactive Corp. Sec. Litig.*, 618 F.3d 988, 993-94 (9th Cir. 2010) (internal marks omitted).

Class Counsel make this request for an award of attorneys' fees, litigation costs, and a service award by motion more than 40 days before the time for class members to object to any

portion of the settlement, including the requested fee award. The motion will be posted on the settlement website within one business day after it is filed, giving class members ample opportunity to object to the fee motion.

1. The lodestar method is the appropriate calculation for fees in this case.

Where counsel pursues a statutory claim with a fee-shifting provision, "the parties to a class action may simultaneously negotiate merits relief and an award of attorneys' fees . . . ." *Staton*, 327 F.3d at 971 (citing *Evans v. Jeff D.*, 475 U.S. 717, 720 (1986)). "In the course of judicial review, the amount of such attorneys' fees can be approved if they meet the reasonableness standard when measured against statutory fee principles." *Id.* at 972. The lodestar method of calculation "is appropriate in class actions brought under fee-shifting statutes" where "the legislature has authorized the award of fees to ensure compensation for counsel undertaking socially beneficial litigation." *In re Bluetooth Headset Prods. Liab. Litig.*, 654 F.3d 935, 941 (9th Cir. 2011). In such cases, the attorneys' lodestar may be adjusted upward or downward based on a host of reasonableness factors, "including the quality of representation, the benefit obtained for the class, the complexity and novelty of the issues presented, and the risk of nonpayment." *Id.* at 941–42 (quoting *Hanlon v. Chrysler Corp.*, 150 F.3d 1011, 1029 (9th Cir. 1998)). "Foremost among these considerations, however, is the benefit obtained for the class." *Id.* at 942.

The lodestar method is appropriate because Granados's and the Settlement Class's EFTA claims provide for mandatory fee shifting for a prevailing plaintiff. *See* 15 U.S.C. § 1693m(a)(3). Moreover, attorneys' fees were negotiated separately from the Settlement Fund, and only after the Settlement Fund amount was resolved. Dahab Decl. ¶ 10. Any amounts not

awarded as attorneys' fees will simply be retained by OnPoint—those amounts would not be added to the Settlement Fund. *See* Settlement Agreement § 15.1-15.7.

2. Class counsel's requested award reflects a negative multiplier on their lodestar amount.

The lodestar amount is the product of the number of hours reasonably spent on the litigation multiplied by a reasonable hourly rate. *McCown v. City of Fontana*, 565 F.3d 1097, 1102 (9th Cir. 2009). In making the lodestar calculation, "the district court should take into consideration various factors of reasonableness, including the quality of an attorney's performance, the results obtained, the novelty and complexity of a case, and the special skill and experience of counsel." *JS Halberstam Irrevocable Grantor Tr. v. Davis*, 2022 WL 1449106, at *4 (D. Or. May 9, 2022). "There is a 'strong presumption' that the lodestar figure represents the reasonable fee." *Byles v. Ace Parking Mgmt., Inc.*, 2019 WL 3936663, at *1 (W.D. Wash. Aug. 20, 2019).

Class Counsel have submitted detailed declarations and detailed time records concurrently with this motion. Chandler Decl. ¶ 29, Ex. 1; Dahab Decl. ¶ 14, Ex. A; Schlanger Decl. ¶ 52, Ex. D. The time records were kept contemporaneously and in six-minute increments—they do not reflect block billing. *Id.* The records include the number of hours worked, the work performed, and the attorney or staff member who performed the work. The declarations and time records show that Terrell Marshall spent 2196 hours, Sugerman Dahab spent 212.3 hours, and Schlanger Law spent 570.4 hours litigating this case. Those hours, multiplied by the attorneys' and staff members' usual hourly rates, result in a lodestar of $688,254.25 for Terrell Marshall, a lodestar of $132,802.32 for Sugerman Dahab, and a lodestar of $204,193.40 for Schlanger Law. Although their lodestar totals $1,025,250, Class Counsel request a fee award of $525,000.

a. Class Counsel expended a reasonable number of hours litigating this case.

The 2978 hours that Class Counsel included in their lodestar for investigation, discovery, motion practice, and achieving a favorable settlement, are reasonable. *See Moreno v. City of Sacramento*, 534 F.3d 1106, 1111 (9th Cir. 2008) ("The number of hours to be compensated is calculated by considering whether, in light of the circumstances, the time could reasonably have been billed to a private client."). Class Counsel investigated Plaintiff's claims and developed relatively novel legal theories for making EFTA unauthorized transaction dispute claims on behalf of a proposed class before filing this lawsuit.

Shortly after Plaintiff filed the case, the parties entered into serious settlement negotiations in an effort to minimize litigation costs, but ultimately reached an impasse because OnPoint sought to settle a class far smaller than Class Counsel thought was warranted by significant confirmatory discovery they had received from OnPoint and diligently reviewed.

After the first round of settlement discussions failed, discovery was hard fought. The parties engaged in many rounds of written and telephonic discussion about the scope of OnPoint's responses to Plaintiff's discovery requests and about the scope of depositions. The parties ultimately took two disputes to the Court for resolution. Class Counsel took five depositions of OnPoint employees to understand OnPoint's practices and develop facts necessary for class certification and proving the merits of proposed class members' claims. Class Counsel analyzed the tens of thousands of pages of documents OnPoint produced, and this work was necessary to identify a cohesive proposed class. Deriving information about class members from the thousands of pages of account records OnPoint produced was a particularly time-consuming undertaking performed primarily by junior or contract attorneys or staff members supervised by attorneys. Chandler Decl. ¶ 35. Assigning these tasks to less experienced attorneys or staff

members kept the hourly rates charged for this work as low as reasonably possible. Chandler Decl. ¶ 35.

Class Counsel also spent significant time on motion practice. OnPoint sought to strike the class allegations and to dismiss many of Plaintiff's claims. If OnPoint's motion to strike the class allegations had succeeded, class members would have recovered nothing. And the class allegations in the case raised novel issues. *See Nelipa*, 2024 WL 3017141, at *8. Class Counsel relied on their significant experience litigating under both the EFTA and Rule 23 in briefing the motion to dismiss, and in discussions with the two mediators in the case.

Negotiating a settlement that provides Settlement Class Members over 95 percent of their alleged actual damages required a lot of work. Class Counsel prepared for the formal mediations by developing damages models from OnPoint's account records and data. Negotiations continued for several months after each mediation.

A court may reduce the overall number of hours only when it specifically finds that the work was "unnecessarily duplicative." *Moreno*, 534 F.3d at 1113. "One certainly expects some degree of duplication as an inherent part of the process. There is no reason why the lawyer should perform this necessary work for free." *Id.* at 1112. Thus, "[b]y and large, the court should defer to the winning lawyer's professional judgment as to how much time was required to spend on the case; after all, he won, and might not have, had he been more of a slacker." *Id*.

Here, Class Counsel have reviewed their time records and exercised billing judgment to reduce time that arguably could have been more efficiently spent and eliminate purely administrative time. Chandler Decl. ¶ 30. Class Counsel removed time billed to the matter by attorneys who worked fewer than 10 total hours on the matter. Chandler Decl. ¶ 30. They also removed time billed by junior attorneys for work that ultimately required significant review or

revision by more senior attorneys. Chandler Decl. ¶ 30. Indeed, Terrell Marshall has removed more than 115 hours of billed time from the records submitted to the Court in the exercise of billing judgment. Chandler Decl. ¶ 30. Even after these reductions, Class Counsel's requested award of fees is 51 percent of their reasonable lodestar.

b. Class Counsel's rates are consistent with rates in the community for similar work by attorneys of comparable skill, experience, and reputation.

In determining a reasonable hourly rate, courts look at the prevailing market rates in the relevant community, which is the forum in which the district court sits. *Gonzalez v. City of Maywood*, 729 F.3d 1196, 1205 (9th Cir. 2013). Courts approve rates that are comparable to "the fees that private attorneys of an ability and reputation comparable to that of prevailing counsel charge their paying clients for legal work of similar complexity." *Welch v. Metro. Life Ins. Co.*, 480 F.3d 942, 946 (9th Cir. 2007); *see also Dang v. Cross*, 422 F.3d 800, 813 (9th Cir. 2005) (hourly rates are reasonable if they fall within the range of "prevailing market rates in the relevant community" given "the experience, skill, and reputation of the attorney"). Courts consider declarations from plaintiffs' counsel and fee awards in other cases as evidence of prevailing market rates. *Welch*, 480 F.3d at 947.

Class Counsel have provided the Court with declarations describing the basis for their hourly rates, including their education, legal experience, and reputation in the legal community. *See* Chandler Decl. ¶¶ 1–29; ECF 86-1 (First Sugerman Decl.) ¶¶ 1–10; Dahab Decl. ¶¶ 1–6; Schlanger Decl. ¶¶ 4–46.

Class Counsel set their rates at or below the 95th percentile rate for downtown Portland attorneys from the Oregon State Bar 2022 Economic Survey routinely relied on in this district. The 95th percentile for downtown Portland attorneys is warranted given Class Counsel's experience and skill. Sugerman Decl. ¶ 13; Chandler Decl. ¶¶ 29–32; Dahab Decl. ¶ 1–6, 14;

Schlanger Decl. ¶¶ 4–31. For attorneys with fewer than three years of experience, Class Counsel seek rates of $300 per hour. For attorneys with 10-15 years of experience, Class Counsel seek rates of approximately $600 per hour (at or around the 95th percentile for downtown Portland without adjustment for inflation), and for attorneys with more than 30 years of experience, including significant trial experience, Class Counsel seek rates of $798 (at or around the 95th percentile rate for downtown Portland without adjustment for inflation). *See* Sugerman Decl. ¶ 13. Courts in this district have approved similar rates, ranging from $220 to $1,050 and $70 to $375 for paralegals in complex federal litigation. *JS Halberstam Irrevocable Grantor Trust*, 2022 WL 1449106, at *5 (antitrust claims); *see also In re Portland Gen. Electric Sec. Litig.*, 2022 WL 844077, at *9 (D. Or. Mar. 22, 2022) (performing lodestar cross check using hourly rates ranging from $220 to $1,000 for lead counsel).

In sum, using the familiar reasonable number of hours multiplied by reasonable hourly rates formula, Class Counsel's lodestar is $1,025,250. Their request for an award of attorneys' fees of $525,000 is reasonable.

3. Class Counsel's request is reasonable in light of the benefits obtained for the Class and under the *Bluetooth* reasonableness factors.

In a class action, counsel's lodestar may be adjusted upward or downward based on a host of reasonableness factors, "including the quality of representation, the benefit obtained for the class, the complexity and novelty of the issues presented, and the risk of nonpayment." *Bluetooth*, 654 F.3d at 941–42.

In *Bluetooth*, the Ninth Circuit indicated that it may also be appropriate to treat the entire settlement amount as a "constructive common fund" for purposes of performing a percentage-of-the-fund crosscheck, but it did not require doing so. *Id.* at 942–43. In *Bluetooth*, the benefit to the class was a purely *cy pres* award of $100,000, while the attorneys' fee award was eight times

that amount—$800,000. *Id.* at 938. The Ninth Circuit vacated that award because the district court failed to do enough to ensure that the fee award was not unreasonably excessive. Specifically, the district court failed to make an "explicit calculation of the reasonable lodestar amount," did not compare the fee award to the "benefit to the class or degree of success in the litigation," and made no comparison between the lodestar amount and benchmark percentage award amount. *Id.* at 943; *see also Lowery v. Rhapsody Int'l, Inc.*, 75 F.4th 985 (9th Cir. 2023) (vacating approval of settlement that paid $52,000 to class members and more than $1.7 million in fees to class counsel). Ultimately, the district court must achieve a reasonable result in awarding attorneys' fees as part of a class settlement. *Bluetooth*, 654 F.3d at 942.

The reasonableness factors support Class Counsel's request fees. The most important factor is a comparison of the benefit obtained for the class with the requested award. Class Counsel have recovered for the Class a Settlement Fund that is 97 percent of their alleged actual damages. Because the only reduction to that amount will be for any service award approved by the Court, class members will recover at least 95 percent of their alleged damages with no requirement to make claims. By comparison, Class Counsel seek an award that is 51 percent of their reasonable lodestar.

A percentage-of-the-fund crosscheck is not required because Class Counsel's lodestar is a presumptively reasonable fee. *In re Hyundai & Kia Fuel Economy Litig.*, 926 F.3d 539, 571 (9th Cir. 2019). But Class Counsel acknowledge that if the Court were to treat the total potential settlement value as a constructive common fund, they are seeking 51% of that fund:

Settlement Fund	$500,000
Administration Costs	$20,000
Requested Attorneys' Fees	$525,000

Requested Litigation Costs	$29,782
Constructive Fund Total Value	$1,074,782
Requested fees and costs as percentage of fund	$554,782/$1,074,782 = .51 or 51%

The requested fees are nearly twice the 25 percent benchmark used under the percentage-of-the-fund method. That upward departure from the benchmark is warranted by the amount of work Class Counsel did on a purely contingent basis and the outstanding result they obtained for the Class.

This case is nothing like *Bluetooth* or *Lowery*, where Class Counsel recovered eight and thirty-two times what the Class recovered. Instead, the amounts sought in fees and costs are roughly equal to the amounts paid to the Class, and that result is fair because the Class is recovering nearly all their actual damages under a statute that provides for mandatory fee shifting. Class members are being made very close to whole. Without Class Counsel's work on this case over more than three and a half years, most would have recovered nothing at all.

4. Class Counsel's costs were necessarily and reasonably incurred.

Class Counsel request reimbursement of the $29,782 in litigation costs they advanced in prosecuting this case. The EFTA specifically provides for recovery of litigation costs. 15 U.S.C. § 1693m(a)(3). Reasonable costs may include those incurred for mediation, travel, factual and legal research, filing fees, photocopying, and pro hac vice fees. *JS Halberstam Irrevocable Grantor Tr.*, 2022 WL 1449106, at *5; *see also Corson v. Toyota Motor Sales U.S.A., Inc.*, 2016 WL 1375838, at *9 (C.D. Cal. Apr. 4, 2016) ("Expenses such as reimbursement for travel, meals, lodging, photocopying, long-distance telephone calls, computer legal research, postage, courier service, mediation, exhibits, documents scanning, and visual equipment are typically

recoverable"); *Hopkins v. Stryker Sales Corp.*, No. 11-CV-02786-LHK, 2013 WL 496358, at *6 (N.D. Cal. Feb. 6, 2013) (awarding costs for document review, depositions, and experts). Class Counsel's reasonable and necessary costs include filing fees, court reporting and transcript fees, and mediation fees, as reflected in a chart listing costs by category. Chandler Decl. ¶ 33; Dahab Decl. ¶ 16, Ex. B.

B. Class representatives may request reasonable service awards.

Service awards are "fairly typical in class actions." *Barovic v. Ballmer*, 2016 WL 199674, at *5 (W.D. Wash. Jan. 13, 2016) (citation omitted). They "are intended to compensate class representatives for work done on behalf of the class, to make up for financial or reputational risk undertaken in bringing the action, and, sometimes, to recognize their willingness to act as a private attorney general." *Rodriguez v. W. Publ'g Corp.*, 563 F.3d 948, 958–59 (9th Cir. 2009). Service awards "help promote the public policy of encouraging individuals to undertake the responsibility of representative lawsuits." *Byles*, 2019 WL 3936663, at *2; *see also Grace v. Apple, Inc.*, 2021 WL 1222193, at *7 (N.D. Cal. Mar. 31, 2021) ("Unlike the Eleventh Circuit in *Johnson v. NPAS Solutions, LLC*, 975 F.3d 1244 (11th Cir. 2020), the Ninth Circuit has not held that service awards violated Supreme Court decisions from the 1800s. Thus, like other courts in this district, this Court 'declines to follow *Johnson*.'" (citation omitted)).

Class Representative Jenna Granados requests a service award of $10,000, or just 2 percent, of the Settlement Fund. Plaintiff Granados assisted in drafting the complaint, worked with her counsel in responding to written discovery, and stayed informed about case developments over more than four years of litigation. Dahab Decl. ¶ 17. Both Ms. Granados and her husband were deposed, which required taking time off work. Dahab Decl. ¶ 17. The

requested service award is consistent with awards approved in the Ninth Circuit. *See Veridian Credit Union v. Eddie Bauer LLC*, 2019 WL 5536824, at *3 (W.D. Wash. Oct. 25, 2019) (approving service award of $10,000); *Brinkmann v. ABM Onsite Services – West, Inc.*, 2021 WL 3932040, at *20 (D. Or. Sept. 2, 2021) (approving service award of $10,000); *see also Bellinghausen v. Tractor Supply Co.*, 306 F.R.D. 245, 267 (N.D. Cal. 2015) (service awards "typically range from $2,000 to $10,000). It is also well warranted by the excellent result obtained for the class in this case.

IV. CONCLUSION

Class Counsel respectfully request that the Court award them $554,782 in attorneys' fees and costs to be paid by OnPoint separate from the Settlement Fund. Ms. Granados requests that the Court grant her a $10,000 service award to be paid from the Settlement Fund.

DATED this 18th day of February, 2025.

SUGERMAN DAHAB

By: /s/ Nadia H. Dahab

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