

1 **LESTER & ASSOCIATES**
2 PATRIC A. LESTER (SBN 220092)
3 (pl@lesterlaw.com)
4 5694 Mission Center Road, #385
5 San Diego, CA 92108
6 Telephone: (619) 665-3888 / Fax: (314) 241-5777

7 **KEOGH LAW, LTD**
8 TIMOTHY J. SOSTRIN (*admitted pro hac vice*)
9 (TSostrin@KeoghLaw.com)
10 55 W. Monroe St., Suite 3390
11 Chicago, IL 60603
12 Telephone: (312) 726-1092 / Fax: (312) 726-1093
13 *Attorneys for Plaintiff David Martin*

14 **UNITED STATES DISTRICT COURT**
15 **CENTRAL DISTRICT OF CALIFORNIA**

16 ALICE LEE, et al.,
17
18 Plaintiffs,

19 v.

20 GLOBAL TEL*LINK
21 CORPORATION,
22 Defendant.

Case No. 2:15-cv-02495-ODW-PLA
[consolidated with 2:15-cv-03464-ODW-PLA]

**NOTICE AND MOTION FOR ATTORNEYS' FEES,
COSTS, AND SERVICE AWARD AND
MEMORANDUM OF POINTS AND AUTHORITIES IN
SUPPORT**

DATE: AUGUST 20, 2018
TIME: 1:30 P.M.
COURTROOM: 350 W. FIRST ST., ROOM 5D
LOS ANGELES, CA 90012

HON. OTIS D. WRIGHT, II
ACTION FILED: DEC. 8, 2014
TRIAL: VACATED

23 TO: Defendant Global Tel*Link Corporation and all members of the certified
24 settlement class.

25 PLEASE TAKE NOTICE THAT on August 20, 2018 at 1:30 p.m. in the
26 courtroom of United States District Judge Otis D. Wright II at 350 W. 1st Street, Los
27 Angeles, CA 90012, Courtroom 5D, Plaintiff will present this motion for attorneys' fees,
28 costs, and service award. This motion is filed pursuant to Fed. R. Civ. P. 23, the Court's
preliminary approval order (Doc. 141) and subsequent orders (Docs. 148, 182, & 187),
and the parties' settlement agreement (Doc. 135-2).

1 Plaintiff respectfully requests that the Court award class counsel attorneys' fees in
2 the amount of \$2,200,000.00 (25% of the common fund), and expenses in the amount of
3 \$76,825.97, and award the class representative David Martin a service award in the
4 amount of \$10,000.00.

5 This motion is made following the conference of counsel pursuant to L.R. 7-3
6 which took place on October 24, 2016 and November 11, 2016.

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1 **MEMORANDUM OF POINTS AND AUTHORITIES**

2 **I. Introduction**

3 This case concerns prerecorded “Notification Calls” that defendant Global
4 Tel*Link Corporation (“Defendant” or “GTL”) placed to the recipients of collect call
5 attempts made by inmates in jails and prisons using Defendant’s services. After
6 receiving such a call, Plaintiff David Martin (“Martin” or “Plaintiff”) filed this action on
7 December 5, 2014, alleging that the Notification Calls violate the Telephone Consumer
8 Protection Act (“TCPA”), 47 U.S.C. § 227(b)(1)(A) and asking the Court to certify this
9 action on behalf of a class of similarly situated persons who also received the calls. After
10 years of contested litigation, the court preliminarily approved a class settlement
11 (“Proposed Settlement”) proposed by the parties on April 7, 2017. *Doc. 141*.

12 The Proposed Settlement provides substantial monetary and prospective relief to
13 the class, requiring Defendant to pay \$8,800,000 into a non-reversionary common fund
14 and to change its practices to include interactive opt-mechanisms in the calls such that
15 recipients may block future Notification Calls to their telephone numbers. *Id.* at pp. 3-4.
16 Each class member who submits a valid claim is entitled to a pro-rata share of the
17 settlement fund after payment of notice and administration costs, any Court-ordered
18 award of attorneys’ fees and expenses, and any Court-ordered service award for
19 Plaintiff. *Id.* Based on historical claims rates in TCPA class actions and the requested
20 payments from the fund, Plaintiff estimates that each claimant will receive
21 approximately \$60.00. *Id.*

22 In light of the substantial benefits conferred to the class, Plaintiff requests that the
23 Court award attorneys’ fees in the amount of \$2,200,000, out-of-pocket expenses in the
24 amount of \$76,825.97, and award Plaintiff a service award in the amount of \$10,000.00.
25 The notice approved by the court advised the class of the exact amount of the fees and
26 service award requested.

27 The requested attorney’s fees represent 25% of the cash portion of the common
28

1 fund.¹ Such an award, and the \$10,000.00 service award, are well within the range
 2 commonly awarded in TCPA class actions in this Circuit, and are reasonable under the
 3 circumstances of this case, given the lengthy litigation history of this case and the
 4 excellent results achieved on behalf of the Class.

5 **II. Class Counsel Thoroughly Prosecuted this Action**

6 As described below, the parties actively litigated this case for more than two years
 7 before they proposed their settlement to the Court in February 2017. Since that time,
 8 Plaintiff and class counsel engaged in months of extensive litigation with telecom
 9 providers in order effectuate the notice plan approved by the Court and ensure that as
 10 many class members as possible receive direct notice of the settlement. These efforts are
 11 also summarized below.

12 **A. Litigation on the Merits**

13 On December 5, 2014, Plaintiff initiated the Action by filing a complaint alleging
 14 that Defendant violates the Telephone Consumer Protection Act (“TCPA”) when it
 15 places these Notification Calls to cellular telephone numbers because the Notification
 16 Calls are automated and prerecorded calls that Defendant places without the “prior
 17 express consent of the called party.” 47 U.S.C. § 227(b)(1)(A)(iii). This Court received
 18 this action on June 9, 2015, after this action was transferred from the Southern District
 19 of California to the Northern District of California, and then from the Northern District
 20 of California to this Court.²

22 ¹ Plaintiff has not sought to increase fees by monetizing the benefit to the class for the significant
 23 change of practices, even though there is ample authority to do so. See *Hall v. Cole*, 412 U.S. 1, 5 n.7
 24 (1973) (the right to fees “must logically extend, not only to litigation that confers a monetary benefit on
 25 others, but also litigation ‘which corrects or prevents an abuse which would be prejudicial to the rights
 and interests’ of those others.”)

26 ² On June 10, 2015, the Court consolidated the Action with *Lee v. Global Tel*Link Corporation*, Case
 27 No. 2:15-cv-02495, ordering that all papers in the Action shall be filed only in the low-number case
 28 numbered 2:15-cv-02495-ODW-PLA, and that case number 2:15-cv-03464-ODW-FFM was placed in
 inactive status. On October 25, 2016, the Court dismissed the *Lee* Action with prejudice as between
 plaintiff Alice Lee and defendant GTL only, leaving only the *Martin* action remaining. Accordingly,
 Alice Lee is not a party to the Proposed Settlement.

1 The parties vigorously litigated this action both in discovery and filings with the
2 Court. The parties exchanged extensive written documents, including Defendant’s
3 production of voluminous telephone calling data related to its Notification Calls,
4 proffered expert testimony, and took the depositions of both parties, the parties’ experts,
5 and a third-party vendor. The parties also engaged in extensive motion practice,
6 including a Motion to Dismiss (Doc. No. 40), a Motion to Compel Discovery (Doc. No.
7 69), a Motion for Class Certification (Doc. No. 72), Motions to Exclude Expert
8 Testimony (Doc. Nos. 86 and 98), and a Motion for Summary Judgment (Doc. No. 113).

9 Throughout this litigation, Defendant contended that its Notification Calls are
10 exempt from the TCPA by order of the FCC. *See Declaratory Ruling and Order, In re*
11 *Rules and Regulations Implementing the Telephone Consumer Protection Act of 1991,*
12 *30 FCC Rcd. 7961, 2015 WL 4387780, at ¶¶ 44-46 (July 10, 2015).* Plaintiff contends
13 that Defendant’s Notification Calls are not exempt because they do not provide an opt-
14 out mechanism that is compliant with the FCC’s order and Defendant disputes that
15 contention. Defendant also claims that its notification calls are exempt from the TCPA
16 because, as a contractor for state governments, it is not a “person” subject to the TCPA’s
17 regulations.

18 Having engaged in ample discovery regarding the class and Defendant’s
19 Notification Call practices, and having researched and briefed Defendant’s defenses, the
20 parties conducted a mediation before the Honorable Carl J. West (Ret.) of Judicial
21 Arbitration and Mediation Services, Inc. (“JAMS”) on October 24, 2016 to attempt to
22 resolve this matter. With the assistance of Judge West, the parties continued to mediate
23 thereafter until the Proposed Settlement was finalized.

24 **B. Litigation Regarding the Notice Plan**

25 The Court’s Preliminary Approval Order approved and ordered a notice plan
26 requiring (1) GTL to produce the list of telephone numbers that it called (the “Class
27 List”); (2) Plaintiff to serve various telephone service providers with subpoenas for the
28 production of information sufficient to identify the names, addresses, and email

1 addresses of the persons subscribing to those numbers at the time of the calls; and (3) the
2 settlement administrator to use the contact information obtained via these subpoenas in
3 order to mail and email written notice of the settlement to the settlement class. (Doc. 141
4 at p. 6).

5 On April 21, 2017, pursuant to the Court's Preliminary Approval Order, Plaintiff
6 served subpoenas upon TracFone Wireless, U.S. Cellular, Sprint, Boost Mobile, Virgin
7 Mobile, New Cingular d/b/a AT&T, Cricket Wireless, T-Mobile, and MetroPCS, Cellco
8 Partnership d/b/a Verizon. Given that most of these telephone carriers objected to
9 producing the contact information for subscribers residing in California, Pennsylvania,
10 and Delaware, additional litigation was required to effectuate the notice plan. Plaintiff
11 filed various motions to compel (Doc. s. 142, 143, 144, 153, 154, 155, & 161) and, on
12 September 6, 2017, Magistrate Judge Abrams entered an order denying the production of
13 contact information for subscribers in those states. (Doc. 168, 170, 171, 173).

14 On September 18, 2017, Plaintiff filed a motion for review of the Magistrate
15 Judge's order. (Doc. 175). On December 6, 2018, the Court entered an order granting
16 Plaintiff's motion for review, in part, and ordered the subpoenaed companies to produce
17 the subpoenaed information even for those subscribers in California and Delaware but
18 held that Pennsylvania law precluded production without additional notice to those
19 subscribers of their right to object to the production of their information. (Doc. 184). The
20 Court thus ordered Plaintiff and the subpoenaed parties to work out a practical solution
21 to the additional notice requirements for Pennsylvania subscribers. *Id.*

22 After additional negotiations, Plaintiff and the Subpoenaed parties (except for
23 AT&T and Cricket Wireless) proposed to have the Class Administrator (KCC) append
24 an additional statement to the Class Notice previously approved by the Court advising
25 the Pennsylvania subscribers of their right to object to the disclosure of their contact
26 information. (Doc. 186). AT&T and Cricket Wireless agreed to themselves send the
27 same notice to their Pennsylvania Subscribers rather than having KCC do so. *Id.* The
28 Court approved this revised notice plan on January 16, 2018 and ordered that notice be

1 sent to the class by April 16, 2018. (Doc. 187).

2 **C. Class Counsel Efficiently Managed the Case**

3 Because Class Counsel took this case on a contingency-fee basis with no
4 guarantee they would ever be paid, Class Counsel took special care to manage their time
5 efficiently and to keep out-of-pocket costs to a minimum. Class Counsel divided tasks to
6 prevent duplication of efforts. *See* Lester Decl. at ¶10; Sostrin Decl. at ¶ 14.

7 **D. Class Counsel’s Expenses and Administration of the Settlement**

8 Class Counsel incurred \$76,825.97 in out-of-pocket expenses prosecuting this
9 action. Lester Decl. at ¶ 27; Sostrin Decl. at ¶ 16. As shown below, the requested
10 expenses were necessarily incurred in the prosecution of this action and are more than
11 reasonable in a vigorously litigated action such as this.

12 **E. Plaintiff and Class Counsel Risked Recovering Nothing**

13 Class Counsel represented Plaintiff and the Class on a contingency-fee basis. *See*
14 Lester Decl. at ¶ 6; Sostrin Decl. at ¶ 8. In taking this case, Class Counsel risked
15 extensive expert costs that were necessary to analyze over a million call records (*See e.g.*
16 *Doc. 93* at pp. 9-10), a potentially expensive trial, lost opportunity costs due to the time
17 needed to pursue first and third-party discovery as explained further below. *See* Lester
18 Decl. at ¶¶ 7-9; Sostrin Decl. at ¶¶ 3-4, 12.

19 Even when a court certifies a TCPA class, there is a risk that the Court would
20 decertify it. This is not a hypothetical risk as it has recently happened to Class Counsel
21 in *Johnson v. Yahoo! Inc.*, No. 14 CV 2028, 2018 U.S. Dist. LEXIS 23564, at *2 (N.D.
22 Ill. Feb. 13, 2018) where that court decertified a TCPA class after notice was sent to
23 over 360,000 class members where plaintiffs’ counsels are responsible for the notice
24 costs.

25 Plaintiff also faced the risk of losing at trial and the risk that any recovery could
26 be delayed for years by appeal. *See* Lester Decl. at ¶¶ 11-12; Sostrin Decl. at ¶ 9.

27 **III. Authority and Argument**

28 “A request for attorney’s fees should not result in a second major litigation.

1 Ideally, of course, litigants will settle the amount of the fee.” *Hensley v. Eckerhart*, 461
2 U.S. 424, 437 (1983).

3 When counsel’s efforts result in the creation of a common fund that benefits
4 plaintiffs and class members, counsel have an equitable right to be compensated from
5 that fund for their successful efforts in creating it. *See Boeing Co. v. Van Gemert*, 444
6 U.S. 472, 478 (1980 (“lawyer who recovers a common fund...is entitled to a reasonable
7 attorney’s fee from the fund as a whole”); *Staton v. Boeing Co.*, 327 F.3d 938, 967 (9th
8 Cir. 2003) (quoting *Van Gemert*); *In re Wash. Pub. Power Supply Sys. Sec. Litig.*, 19
9 F.3d 1291, 1300 (9th Cir. 1994) (“those who benefit in the creation of a fund should
10 share the wealth with the lawyers whose skill and effort helped create it”).

11 In common fund cases, “courts have discretion to employ either the lodestar
12 method or the percentage-of-recovery method.” *See In re Bluetooth Headset Prods.*
13 *Liab. Litig.*, 654 F.3d 935, 942 (9th Cir. 2011). The lodestar method was developed
14 primarily in the context of fee-shifting statutes, unlike this TCPA action, where the
15 prevailing party is by statute entitled to recover attorneys’ fees. *Id.* at 941. In common
16 fund cases where “the benefit to the class is easily quantified,” the simpler percentage-
17 of-the-common-fund method is the predominant approach. *Id.* at 942. Regardless of the
18 method, any fee awarded must be reasonable. *Id.* at 942. Plaintiff seeks attorneys’ fees
19 under the percentage-of-recovery method.

20 When awarding a fee from the fund, the Ninth Circuit has suggested a non-
21 exclusive list of factors to consider. These factors include: the results achieved, the risk
22 of litigation; the contingent nature of the fee; the complexity of the issues; the hours
23 worked on the case; counsel’s hourly rate; and awards made in similar cases. *See Six (6)*
24 *Mexican Workers v. Arizona Citrus Growers*, 904 F.2d 1301, 1311 (9th Cir. 1990); *In re*
25 *Wash. Pub. Power Supply Sys. Sec. Litig.*, 19 F.3d 1291 at 1298; *Vizcaino v. Microsoft*
26 *Corp.*, 290 F.3d 1043, 1048-1050 (9th Cir. 2002). All of these factors favor awarding
27 Class Counsel 25% of the fund in this case.

28 //

1 **A. Awarding 25% of the Fund is Reasonable**

2 The requested attorneys' fees are reasonable under the percentage-of-recovery
3 method. While the Court must perform its own evaluation to verify that the requested fee
4 is reasonable and not the product of collusion, it should give weight to the judgment of
5 the parties and their counsel where the fees were agreed to through arm's length
6 negotiations after the parties agreed on the other key settlement terms. *See, e.g., In re*
7 *Apple Computer, Inc. Derivative Litig.*, 2008 U.S. Dist. LEXIS 108195, at *12 (N.D.
8 Cal. Nov. 5, 2008). Further, the fee amount, like the Settlement itself, was agreed upon
9 with the experience of an experienced mediator and retired judge Honorable Carl J. West
10 (Ret.) of Judicial Arbitration and Mediation Services, Inc. ("JAMS"). Judge West's
11 involvement provides "independent confirmation that the fee was not the result of
12 collusion or a sacrifice of the interests of the class." *Hanlon v. Chrysler Corp.*, 150 F.3d
13 1011, 1029 (9th Cir. 1998).

14 In common fund cases such as this, the Ninth Circuit has suggested a
15 "benchmark" of 25% of the fund as a reasonable fee. *Vizcaino v. Microsoft Corp.*, 290
16 F.3d 1043, 1050, fn.5 (9th Cir. 2011). Class counsel seek no more than that benchmark
17 here, even though courts in the Ninth Circuit have frequently awarded a percentage of
18 the fund that is higher than the 25% benchmark. *Omnivision*, 559 F. Supp. 2d 1036,
19 1046 (N.D. Cal. 2009) ("This court's review of recent reported cases discloses that
20 nearly all common fund awards range around 30%"); *see also Lopez v. Youngblood*,
21 2011 U.S. Dist. LEXIS 99289, at *12 (E.D. Cal. Sept. 1, 2011) (fees in common fund
22 cases average 32% or 34.64%); *In re Pacific Enterprises Sec. Litig.*, 47 F.3d 373, 379
23 (9th Cir. 1995) (affirming fee award equal to 33% of fund); *Romero v. Producers Dairy*
24 *Foods, Inc.*, 2007 U.S. Dist. LEXIS 86270 ("Empirical studies show that, regardless
25 whether the percentage method or the lodestar method is used, fee awards in class
26 actions average around one-third of the recovery" *citing* 4 Newberg, NEWBERG ON
27 CLASS ACTIONS § 14.6 (4th ed. 2007)); *In re Mego*, 213 F.3d 457, 463 (9th Cir. 2000)
28 (affirming award of 33% of common fund); *Vandervort v. Balboa Capital Corp.* 8 F.

1 Supp. 3d1200, 1210 (C.D. Cal. 2014) (awarding 33% of fund in TCPA class action));
2 *Hageman v. AT&T Mobility LLC*, No. CV 13-50-BLG-RWA, 2015 U.S. Dist. LEXIS
3 25595, at *18 (D. Mont. Feb. 11, 2015) (common fund fee assessment for Class Counsel
4 is approved in the amount of 33% or \$15 million, from the common fund of \$45 million
5 obtained for the Class).

6 In addition, this is not a fee-shifting case – the TCPA has no attorney’s fees
7 provision, yet it is expensive to litigate such claims. Often, expert testimony is needed to
8 prove the elements of a claim. *See Saragusa v. Countrywide*, 2016 U.S. Dist. LEXIS
9 34544, *11 (E.D. La. Mar. 17, 2016) (dismissing pro se complaint because “Saragusa
10 has not sufficiently alleged the other elements of a TCPA claim. In conclusory fashion,
11 Saragusa alleges that Bank of America used an “automatic telephone dialing system” or
12 an “artificial or prerecorded voice” to make the calls. First, mere recitation of the
13 elements of a cause of action is insufficient to plausibly state a claim for relief.”).

14 As discussed herein, class counsel tirelessly litigated this case for years before
15 reaching a settlement and engaged in months of additional litigation with the telephone
16 carriers for the benefit of the class to ensure that adequate notice issued.

17 The percentage sought, 25% of the settlement fund, is “well within the range
18 commonly awarded in TPCA class actions.” *Weisberg v. H.D. Supply, Inc.*, 2018 U.S.
19 Dist. LEXIS 14099, *22-23 (C.D. Cal. 2018), citing *Wannemacher v. Carrington*
20 *Mortgage Services, LLC*, 2014 U.S. Dist. LEXIS 199156, *31 (C.D. Cal. 2014). It is
21 especially reasonable in this case.

22 As further support of the request, the factors set out in *Six (6) Mexican Workers*
23 are easily satisfied.

24 **1. Class Counsel Achieved a Good Result for the Class**

25 In determining the amount of attorneys’ fees to award, a court should examine
26 “the degree of success obtained.” *Hensley v. Eckerhart*, 461 U.S. 424, 436 (1983);
27 Manual for Complex Litig. (Fourth) § 21.71 (2016). In addition to the prospective relief
28 achieved here, requiring GTL to include interactive opt out mechanisms within its

1 prerecorded calls so that consumers can prevent such calls in the future if they wish, the
2 settlement provides real monetary relief to the class. Here, each Settlement Class
3 Member who submits a claim will receive a pro rata share of the \$8,800,000 non-
4 reversionary Settlement Fund.

5 The cost of notice and administration is currently estimated at \$852,623.00,³
6 which is a decrease of more than \$200,000.00 since the time of preliminary approval,
7 resulting significant savings for the class. Class counsel believes that a portion of the
8 savings is a result of their efforts to obtain e-mail addresses from the telephone carriers
9 thereby lowering printing and postage costs. Assuming that claim rate and an award of
10 the attorneys' fees (\$2,200,000.00), out of pocket costs ((\$76,825.97), and service award
11 (\$10,000.00) requested here, each claimant among the 1,800,000 known class members
12 on the Settlement Class List is likely to receive approximately \$62.00.

13 This expected recovery is well within the range achieved in other TCPA class
14 settlements. *See Cf. Couser v. Comenity Bank*, 125 F. Supp. 3d 1034 (S.D. Cal. 2015)
15 (settlement amount favored final approval, where claims rate resulted in *pro rata*
16 payment of approximately \$13.75 per class member); *Manouchehri v. Styles for Less,*
17 *Inc.*, No. 14cv2521 NLS, 2016 U.S. Dist. LEXIS 80038, at *4 (S.D. Cal. June 20, 2016)
18 (preliminarily approving settlement where class members could choose to receive either
19 a \$10 cash award or a \$15 voucher); *Steinfeld v. Discover Fin. Servs.*, 2014 U.S. Dist.
20 LEXIS 44855 at *4 and *11-*12 (N.D. Cal. Mar. 31, 2014) (\$46.98 to each claimant);
21 *Estrada v. iYogi, Inc.*, No. 2:13-01989 WBS CKD, 2015 WL 5895942, at *7 (E.D. Cal.
22 Oct. 6, 2015) (granting preliminary approval to TCPA settlement where class members
23 estimated to receive \$40); *Cabbage v. Talbots, Inc.*, No. 09-cv-00911-BHS, Dkt. No.
24 114 (W.D. Wash. Nov. 5, 2012) (granting final approval of TCPA settlement where
25 class members would receive \$40 cash or \$80 merchandise certificate); *Adams v.*
26 *AllanceOne Receivables Mgmt., Inc.*, No. 3:08-cv-00248-JAH-WVG, Dkt. No. 137
27

28 ³ As discussed in the preliminary approval motion, this amount assumes a historical 5% claim rate common in TCPA actions.

1 (S.D. Cal. Sept. 28, 2012) (claimants received \$40 each); *Spillman v. RPM Pizza, LLC*,
2 2013 U.S. Dist. LEXIS 72947 at *2, *9 (M.D. La. May 23, 2013) (final approve for up
3 to \$15 for each claimant); *Garret, et al. v. Sharps Compliance, Inc.*, No. 1:10-cv-04030,
4 Dkt. No. 65 (N.D. Ill. Feb. 23, 2012) (claimants received between \$27.42 and \$28.51);
5 *Hashw v. Dep't Stores Nat'l Bank*, 2016 U.S. Dist LEXIS 61004 (D. Minn. 2016)
6 (finally approving settlement where “each claimant will receive approximately
7 \$33.20.”); *In re Capital One TCPA Litigation*, 12-cv-10064 (MDL No. 2416) (N.D. Ill.
8 Feb. 12, 2015) (granting final approval were each claimant would be awarded \$39.66);
9 *Wright v. Nationstar Mortg. LLC*, 2016 U.S. Dist. LEXIS 115729, *28 (N.D. Ill. 2016)
10 (finally approving “\$45.00 recovery per claimant”).

11 Given the result, the benchmark fee of 25% of the fund is reasonable in this case.

12 **2. Class Counsel Faced an Unusually High Degree of Risk**

13 The Ninth Circuit recognizes that the public interest is served by rewarding
14 attorneys who assume representation on a contingent basis to compensate them for the
15 risk that they might be paid nothing at all for their work. *In re Wash. Pub. Power*, 19
16 F.3d at 1299 (“Contingent fees that may far exceed the market value of the services if
17 rendered on a non-contingent basis are accepted in the legal profession as a legitimate
18 way of assuring competent representation for plaintiffs who could not afford to pay on
19 an hourly basis regardless whether they win or lose.”); *Vizcaino*, 290 F.3d at 1051
20 (courts reward successful class counsel in contingency cases “for taking the risk of
21 nonpayment by paying them a premium over their normal hourly rates”).

22 In this case, Class Counsel is comprised of two small firms. Firms of small size
23 face even greater risks in litigating large class actions with no guarantee of payment.
24 *Boyd v. Bank of Am. Corp.*, 2014 U.S. Dist. LEXIS 162880 (C.D. Cal. Nov. 18, 2014)
25 (awarding fee award of 33% rather than 25% benchmark, finding heightened risk of
26 small firm representation should be rewarded with larger percentage fee for good result);
27 *see also, Pennsylvania v. Delaware Valley Citizens' Counsel for Clean Air*, 483 U.S.
28 711, 750 (1987) (Delaware Valley II) (plurality opinion) (“[C]ontingent litigation may

1 pose great risks to a small firm or a solo practitioner because of the risk of nonpayment
2 may not be offset so easily by the presence of paying work. . .”); *Davis v. Mutual Life*
3 *Ins. Co.*, 6 F.3d 367, 382 (6th Cir. 1993) (“[T]he maintenance of comparatively large
4 pieces of litigation preens small firms from diversifying risk by taking on additional
5 clients . . .”).

6 Class Counsel prosecuted this matter on a purely contingent-fee basis, agreeing to
7 advance all necessary expenses and to receive a fee only if there was a recovery. Class
8 Counsel have invested considerable time and money prosecuting this action; (their out-
9 of-pocket costs are approximately \$76,825.97); they engaged in extensive motion
10 practice, expert discovery and depositions, mediation, and additional litigation to ensure
11 notice to the class. Class Counsel’s outlay, when there is a risk that none of it will be
12 recovered, supports the award of the requested fees here. *In re Omnivision Techs, Inc.*,
13 559 F. Supp. 2d 1036, 1047 (N.D. Cal. 2008).

14 **3. The Complexity of the TCPA**

15 TCPA class cases are “notoriously difficult to certify.” Scott J. Hyman et al.,
16 Certification of Class Actions under the [TCPA] and the Prohibition against “Fail-Safe”
17 Classes, 19 J. CONSUMER & COM L. 2, at 3 (Fall 2015). Thus, certification in this
18 case was by no means guaranteed. *Compare Versteeg v. Bennett, Deloney & Noyes,*
19 *P.C.*, 271 F.R.D. 668, 674 (D. Wyo. 2011) (declining to certify TCPA class in light of
20 individualized inquiry “into whether each individual gave ‘express consent’ by
21 providing their wireless number”) (internal citations omitted), with *Agne v. Papa John’s*
22 *Int’l, Inc.*, 286 F.R.D. 559, 567 (W.D. Wash. 2012) (“Defendants’ speculation that
23 customers may have given their express consent to receive text message advertising is
24 not sufficient to defeat class certification.”).

25 And even when a court certifies a TCPA class, there is a risk that the Court would
26 decertify it. *See supra re Johnson v. Yahoo!* (decertification a TCPA class after years of
27 litigation and after class notice was mailed out to the class at class counsels’ expense).

28 In addition, parties in TCPA actions regularly dispute whether “robo-calls” have

1 to connect or only be attempted to give rise to TCPA liability. *See, e.g., Satterfield v.*
2 *Simon & Schuster*, 569 F.3d 946, 953-54 (9th Cir. 2009) (holding that “to make any
3 call” in §227(b)(1)(A) means “to communicate with or try to get into communication
4 with a person by telephone.”) This issue required expert analysis of more than a million
5 call records in this case and resulted in competing expert reports concerning the analysis
6 of those records. *See e.g. Doc. 93* at pp. 9-10.

7 The “prosecution and management of a complex national class action requires
8 unique legal skills and abilities.” *Omnivision*, 559 F. Supp. 2d at 1047 (citation omitted).
9 The prosecution of this case required both skill and hard work, which further
10 demonstrates the reasonableness of the requested fee and expenses.

11 **4. The Requested Fee is in line with Awards in Similar Cases**

12 An often-cited empirical study of attorneys’ fees in common fund cases found that
13 fees awarded an average 32% of the fund, and 34.74% when expense are added in.
14 Silber and Goodrich, *Common Funds and Common Problems Fee Objections and Class*
15 *Counsel’s Response*, 17 Rev. Litig. 525, 534 (1998) cited in *Craft v. County of San*
16 *Bernardino*, 624 F. Supp. 2d 1113, 1123-25 (C.D. Cal. 2008). Silber and Goodrich
17 recommend a 33% fee award and say that this is appropriate because “the attorneys will
18 receive the best fee when the attorneys obtain the best recovery for the class. Hence,
19 under the percentage approach, the class members and the class counsel have the same
20 interest – maximizing the recovery of the class.”

21 The 25% fee requested is well within the range awarded in TCPA and other class
22 actions. *See supra, e.g., Ikuseghan v. Multicar Health Sys.*, No. C14-5539 BHS, 2016
23 WL 4363198, at *2 (W.D. Wash. Aug. 16, 2016) (awarding 30% of the settlement fund);
24 *Hageman supra*, 2015 U.S. Dist. LEXIS 25595, at *18 (D. Mont. Feb. 11, 2015)
25 (common fund fee assessment for Class Counsel is approved in the amount of 33%); *In*
26 *re Mego Fin. Corp. Secs. Litig.*, 213 F.3d 454, 457, 463 (9th Cir. 2000) (affirming fee
27 award of 33.33% of common fund); *In re Heritage Bond Litig. v. U.S. Trust Co. of Tex.*,
28 *N.A.*, No. 02-ML-1475-DT(RCx), 2005 WL 1594403, at *18–19 (C.D. Cal. June 10,

1 2005) (awarding 33.33% of fund); *Antonopulos v. N. Am. Thoroughbreds, Inc.*, No. 87-
2 0979G (CM), 1991 WL 427893, at *4 (S.D. Cal. May 6, 1991) (awarding 33.33% of
3 fund).

4 In fact, Courts have awarded 25% of the fund even in class actions that involved
5 significantly less litigation. *Lo v. Oxnard European Motors, LLC*, No. 11CV1009 JLS,
6 2012 WL 1932283, at *3 (S.D. Cal. May 29, 2012) (awarding 25% fee request where
7 TCPA class action settled two months after commencement of the lawsuit). This factor
8 supports Class Counsel’s requested fee of 25% here after years of litigation.

9 **B. The Lodestar Method Confirms the Reasonableness of the Fee**

10 Because the percentage of the fund method is the predominant approach in
11 common fund cases such as this one, “[a] lodestar cross-check is not required in this
12 circuit, and in some cases is not a useful reference point.” *Weisberg v. H.D. Supply, Inc.*,
13 2018 U.S. Dist. LEXIS 14099, *22-23 (C.D. Cal. 2018), quoting *Craft v. City of San*
14 *Bernardino*, 624 F.Supp.2d 1113, 1122 (C.D. Cal. 2008); *see also Jonsson v. UCSB,*
15 *Inc.*, 2015 U.S. Dist. LEXIS 69934, *27 (C.D. Cal. 2015) (“Consideration of the
16 foregoing factors supports the request for attorney’s fees in the amount of 30% of the
17 settlement fund. The court, therefore, is satisfied that a lodestar ‘cross-check’ is not
18 required.”)

19 Nevertheless, Class Counsel’s fee request also is reasonable using the lodestar
20 method, which requires “multiplying the number of hours the prevailing party
21 reasonably expended on the litigation (as supported by adequate documentation) by a
22 reasonable hourly rate for the region and for the experience of the lawyer.” *In re Online*
23 *DVD-Rental Antitrust Litig.*, 779 F.3d 934, 949 (9th Cir. 2015).

24 Class Counsel spent considerable time analyzing the factual and legal issues,
25 briefing multiple motions, reviewing and analyzing documents and over a million call
26 records, consulting with experts, attending depositions across the country, engaging in
27 formal mediation, subpoenaing wireless telephone carriers for class member contact
28 information, litigating complex issues of state law regarding the carriers’ obligations to

1 identify their subscribers, and working with the claims administrator regarding notice
2 and claims issues, and anticipate they will incur additional hours to see this case through
3 to its final resolution. This work will include overseeing the claims process, responding
4 to class member inquiries,⁴ filing a motion for final approval, and attending the final
5 approval hearing, as well as an additional year of communicating with class members
6 regarding the distribution of funds. The two law firms have spent 1,465.1 hours for a
7 combined lodestar of \$708,740.50. *See* Lester Decl. at ¶¶ 21-26; Sostrin Decl. at ¶¶ 15,
8 19. Similarly, the firms have combined expenses of \$76,825.97. *See* Lester Decl. at ¶ 27;
9 Sostrin Decl. at ¶ 16.

10 When calculating a lodestar award as a “cross check” for an award of a
11 percentage-of-recovery, courts generally look to prevailing market rates for comparable
12 work in the district in which the court sits to determine a reasonable hourly rate. *See*,
13 *e.g.*, *Camacho v. Bridgeport Fin. Servs.*, 523 F.3d 973, 979 (9th Cir. 2008). Class
14 Counsel calculated their lodestar using their standard hourly rates for TCPA cases,
15 which are the prevailing rates in this district. *See Chan v. Sutter Health Sacramento*
16 *Sierra Region*, 2017 U.S. Dist. LEXIS 32236, *15-16 (C.D. Cal. 2017) (approving
17 hourly rates of \$595/hour and \$575/hour in a TCPA class action); *see also Exhibit 1 - US*
18 *Consumer Law Attorney Fee Survey Report* at p. 183 (showing that the *median* rate for
19 attorneys handling consumer class actions in Los Angeles area is \$500 per hour).

20 The combined lodestar here would result in a multiplier of 3.1, which illustrates
21 the efficiency of counsel’s efforts, is on the lower range of the 0.6 to 19.6 range
22 approved by courts. *See Vizcaino v. Microsoft Corp.*, 290 F.3d 1043, at 1051 n.6 (9th
23 Cir. 2002) (collecting cases); *Steiner v. Am. Broad Co.*, 248 Fed. Appx. 780, 783 (9th
24 Cir. 2007) (approving 6.85 multiplier); *In re Rite Aid Corp. Sec. Litig.*, 362 F. Supp. 2d
25 587, 589 (E.D. Pa. 2005) (approving multiplier of 6.96).

26 //

27
28 ⁴ The time spent communicating with class members should not be understated as class members often
contact class counsel well after final approval with numerous questions.

1 **IV. Class Counsel Incurred Significant Out of Pocket Expenses**

2 Counsel who help to create a common fund are entitled to the litigation expenses
3 they incurred in prosecuting the case “so that the burden is spread proportionally among
4 those who have benefited.” *Staton*, 327 F.3d at 969-70 (quoting *Van Gemert*, 444 U.S. at
5 478); *see also In re Media Vision Tech. Sec. Litig.*, 913 F. Supp. 1362, 1366 (N.D. Cal.
6 1996) (“Reasonable costs and expenses incurred by an attorney who creates or preserves
7 a common fund are reimbursed proportionately by those class members who benefit
8 from the settlement.”).

9 Class Counsel seek reimbursement of their out-of-pocket litigation expenses,
10 totaling approximately \$76,825.97 as set out above. Class Counsel put forward these
11 out-of-pocket expenses without assurance that they would ever be repaid. These out-of-
12 pocket expenses were necessary to secure the resolution of this litigation and should be
13 recouped. It is worth noting that any expenses for legal research, in-house copying,
14 telephones or the like have been excluded even though there is support for including
15 them. *In re Immune Response Sec. Litig.*, 497 F. Supp. 2d 1166, 1177-1178 (S.D. Cal.
16 2007) (finding that costs such as filing fees, photocopy costs, travel expenses, postage,
17 telephone and fax costs, computerized legal research fees, and mediation expenses are
18 relevant and necessary expenses in class action litigation).

19 **V. An Incentive Award is Appropriate for the Class Representative**

20 “Incentive awards are fairly typical in class action cases.” *Rodriguez v. West*
21 *Publ’g Corp.*, 563 F.3d 948, 958 (9th Cir. 2009), *citing* 4 William B. Rubenstein et al.,
22 *Newberg on Class Actions* § 11:38 (4th ed. 2008); Theodore Eisenberg & Geoffrey P.
23 Miller, *Incentive Awards to Class Action Plaintiffs: An Empirical Study*, 53 U.C.L.A. L.
24 Rev. 1303 (2006) (finding twenty-eight percent of settled class actions between 1993
25 and 2002 included an incentive award to class representatives). “Such awards are
26 discretionary, and are intended to compensate class representatives for work done on
27 behalf of the class, to make up for financial or reputational risk undertaken in bringing
28 the action, and, sometimes, to recognize their willingness to act as a private attorney

1 general.” *Id.* at 958-59.

2 Plaintiff respectfully requests a service award here in the amount of \$10,000.00
3 for his work on behalf of the class in this case. Plaintiff filed this action nearly more than
4 three years ago, on December 5, 2014. *See Martin Decl.* at ¶ 2. Since that time, Plaintiff
5 has diligently worked on behalf of the class, including appearances at hearings and his
6 deposition. *Id.* at ¶ 3.

7 The settlement agreement is in no way conditioned on the Court’s approval of the
8 service award. (*Doc. 135 - 2 – Settlement Agreement* at ¶ 6.3.) Nor is Plaintiff’s support
9 for the settlement agreement conditioned upon his ability to seek or obtain the service
10 award. *Martin Decl.* at ¶ 6.

11 Given the length of this litigation and Plaintiff’s efforts on behalf of the class, a
12 service award of \$10,000.00 is appropriate and well in line with awards approved by
13 other federal courts in the Ninth Circuit. *See Van Vranken v. Atlantic Richfield Co.*, 901
14 F. Supp. 294 (N.D. Cal., 1995) (awarding the class representative \$50,000 as a service
15 payment where plaintiff was deposed twice and testified in trial); *Gibson & Company*
16 *Insurance Brokers, Inc. v. QFA Royalties LLC.*, 06-cv-05849-PSG-PLA Document 212
17 (C.D. Ca. 2009) (\$15,000 to the named plaintiff for service payment in TCPA class
18 settlement); *Pelletz v. Weyerhaeuser Co.*, 592 F. Supp. 2d 1322, at 1329-30 & n. 9
19 (W.D. Wash. 2009) (approving \$7,500 service awards where named plaintiffs assisted
20 Class Counsel, responded to discovery, and reviewed settlement terms, and collecting
21 decisions approving awards ranging from \$5,000 to \$40,000); *Odrick v. UnionBanCal*
22 *Corp.*, 2012 U.S. Dist. LEXIS 171413, at *11, 18 (N.D. Cal. Dec. 3, 2012) (awarding
23 \$5,000 to named plaintiff where “the settlement was reached at the early stages of
24 litigation”).

25 VI. Conclusion

26 For the above reasons, Plaintiff respectfully requests the Court grant this motion
27 and award from the Settlement Fund: (1) reasonable attorneys’ fees of \$2,200,000.00
28 which represents 25% of the common fund; (2) attorneys’ expenses totaling \$76,825.97;

1 and (3) an incentive award of \$10,000.00 for Mr. Martin.
2
3

4 Respectfully submitted,
5 KEOGH LAW, LTD
6 By: /s/ Timothy J. Sostrin
7 Attorney for Plaintiff David Martin

8 LESTER & ASSOCIATES
9 By: s/ Patric A Lester
10 Attorney for Plaintiff David Martin
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1 **LESTER & ASSOCIATES**
2 PATRIC A. LESTER (SBN 220092)
3 (pl@lesterlaw.com)
4 5694 Mission Center Road, #385
5 San Diego, CA 92108
6 Telephone: (619) 665-3888 / Fax: (314) 241-5777

7 **KEOGH LAW, LTD**
8 TIMOTHY J. SOSTRIN (*admitted pro hac vice*)
9 (TSostrin@KeoghLaw.com)
10 55 W. Monroe St., Suite 3390
11 Chicago, IL 60603
12 Telephone: (312) 726-1092 / Fax: (312) 726-1093
13 *Attorneys for Plaintiff David Martin*

14 **UNITED STATES DISTRICT COURT**
15 **CENTRAL DISTRICT OF CALIFORNIA**

16 ALICE LEE, et al.,
17 Plaintiffs,
18 v.
19 GLOBAL TEL*LINK
20 CORPORATION,
21 Defendant.

Case No. 2:15-cv-02495-ODW-PLA
[consolidated with 2:15-cv-03464-ODW-PLA]

**DECLARATION OF PATRIC A. LESTER IN
SUPPORT OF MOTION FOR ATTORNEYS' FEES,
COSTS, AND SERVICE AWARD**

DATE: AUGUST 20, 2018
TIME: 1:30 P.M.
COURTROOM: 350 W. FIRST ST., ROOM 5D
LOS ANGELES, CA 90012

HON. OTIS D. WRIGHT, II
ACTION FILED: DEC. 8, 2014
TRIAL: VACATED

22
23
24 I, Patric A. Lester, have personal knowledge of the following facts and if called as
25 a witness would testify that:

26 ***Education and Licensing***

27 1. I am an attorney licensed to practice law in the states of California,
28 Missouri, and New York.

1 2. I hold a bachelor’s degree in Political Science from the University of
2 California, Santa Barbara and a Juris Doctorate degree from the California Western
3 School of Law, San Diego, California (1980).

4 3. I am admitted to the Supreme Court of the United States, the Eighth Circuit
5 Court of Appeals, all United States District Courts in California, Missouri and (pro hac
6 vice) in South Carolina and Kansas, and the middle district of Florida as well as the state
7 courts of California, Missouri, and New York.

8 4. I am the owner of the Law Offices of Lester & Associates, one of the
9 counsel of record in this action.

10 5. My primary area of practice is in the field of Consumer Law, involving
11 violations of Telephone Consumer Protection Act, (TCPA) and/or Fair Debt Collection
12 Practices Act 15 USC § 1692 et. seq. (FDCPA) in which I prosecute claims for
13 violations of these and similar laws on the state level.

14 6. My agreement with the Plaintiff in this case provided for a contingency fee
15 only. TCPA cases are only taken on a contingency fee basis. The statute does not
16 provide for fee shifting. As such these cases require, assuming the plaintiff prevails,
17 waiting until the conclusion of the case, for recovery of fees and costs. If the plaintiff
18 does not prevail, we receive nothing. This process often takes, as in this case, several
19 years. If the case is tried and/or appealed, the process is longer.

20 7. This case involved substantial groundwork and investigation, to determine
21 if there is a reasonable basis for a claim. Many times, after that is done, we determine
22 that the case has little or no merit and must decline the case. In terms of time, money and
23 foregone opportunities, these cases require a significant commitment of uncompensated
24 time without any guarantee of a successful outcome.

25 8. As there is no guarantee of ever being paid or reimbursed for costs and
26 expenses, we take steps to be as efficient as possible including using technology and
27 non-attorney staff to lessen the time spent on various tasks, and to mitigate any costs or
28

1 expenses that are necessary in pursuing the case, including the most economic travel and
2 lodging arrangements.

3 9. This case has involved extensive litigation with effective and aggressive
4 tactics that, while proper and ethical, nonetheless required extensive motion practice
5 including discovery and depositions of witnesses, and third party discovery throughout
6 the country, involving travel and deposition costs, expert witness, third party witness,
7 and party depositions and attendant expenses, the time involved briefing and arguing
8 motions including two to change venue, to strike, to stay, to dismiss, to compel
9 arbitration, for summary judgment, for consolidation, to seal documents, to redact
10 portions of discovery responses and deposition transcripts, for protective orders
11 numerous meet and confers, numerous rescheduling for mediation, deposition, hearing,
12 motion and discovery response dates, and concluding in motion practice regarding phone
13 records from several states and carriers for purposes of notice to class members.

14 10. Throughout the case, all counsel divided tasks where appropriate to
15 minimize costs and avoid duplicate billing. A sizable portion of the hours were spent
16 conducting legal research, drafting motions, and preparing for mediation. It is not
17 unusual for two attorneys to work together on such activities, especially when they are
18 working on different components of a brief or working together on a motion. See, e.g.,
19 Chabner v. United Omaha Life Ins. Co., No. C-95-0447 MHP, 1999 WL 33227443
20 (N.D.Cal. Oct.12, 1999) (“Common sense dictates that a single task can be broken down
21 over several discrete time periods and that a number of people might contribute to one
22 product.”).

23 11. Finally, as I am a sole practitioner, I do not have others attorney in my firm
24 that can perform legal billable services on other cases that will bring in additional
25 revenue while I litigate contingency cases. As such, the risk is even more so for the sole
26 practitioner, of recovering nothing or, if something, only many years after completing
27 the work or appeal.
28

1 (March 6, 2012).

2 *Royal Financial Group, LLC v. Perkins*, 414 S.W.3d 501 (Mo. App. 2013) Motion
3 for Rehearing and/or Transfer to Supreme Court Denied Oct. 8, 2013. Application for
4 Transfer Denied Dec. 24, 2013. (Reversal of judgment for debt-buyer plaintiff and entry
5 in favor of consumer on FDCPA counterclaim. The Court of Appeals held that in a
6 matter of first impression, the trial court erred in finding that plaintiff's evidence was
7 insufficient to support her FDCPA claim was against the weight of the evidence. It was
8 reversed and remanded for entry of judgment and an award of statutory damages and
9 costs in favor of Perkins on her counterclaim FDCPA claim. This case has far reaching
10 positive consequences for consumers. This was the first FDCPA case that the Missouri
11 Court of Appeals decided and has established a viable threat of FDCPA liability to debt
12 buyers attempting to obtain default judgments, by bulk filing unsubstantiated,
13 undocumented cases, a common business practice in the debt buying industry.

14 18. Some of my representative consumer cases include *Alaan v. Asset*
15 *Acceptance LLC.*, 10-cv-328-WQH-BLM (S.D. Cal. 2010) (2010 WL 3943677),
16 (denying defendant's motion for summary judgment and granting plaintiffs ex parte
17 motion to continue summary judgment); *Alaan v. Asset Acceptance LLC* 10-cv-328-
18 WQH-BLM (S.D. Cal. 2011) (2011 WL 3475378), (denying the defendant's motion for
19 summary judgment as to plaintiff's interest-related claims in FDCPA action); *Sanko v.*
20 *Riverwalk Holdings, LTD* 12-cv-1302-AJB-WVG (S.D. Cal. 2013) (2013 WL 3821553),
21 (granting plaintiff's motion for default judgment and entering judgment in favor of
22 plaintiff); *Hinderliter v. Legal Recovery Law Offices, Inc.* 12-cv-2709-JAH-KSC (S.D.
23 Cal. 2013) (2013 WL 3833982), (granting plaintiff's motion for default judgment and
24 entering judgment in favor of plaintiff); *Huizar v. Mandarich Law Group LLP* ED-cv-
25 13-770-CAS-OPX (C.D. Cal. 2013) (2013 WL 4209050) (denying defendant's motion
26 to dismiss); *Champy v. Professional Collection Consultants* 12-cv-2761-MMA-DHB
27 (S.D. Cal. 2013) (2013 WL 3784156) (denying defendant's motion to dismiss); *Hill v.*
28 *Allied Interstate LLC., et al.* 13-cv-02728-JM-BGS (S.D. Cal. 2014) (denying motion to

1 stay action pending the issuance of anticipated Declaratory Rulings by the Federal
2 Communications Commission.

3 19. I have undergone extensive training in the Fair Debt Collection Practices
4 Act. The following is a partial list of training conferences I have attended:

5 National Consumer Law Conference (NCLC); Atlanta, GA – 2002

6 NCLC Conference; Washington D.C. – 2007

7 NCLC (FDCPA Mini-Conference), Nashville TN. – 2008

8 NCLC (FDCPA Mini-Conference), San Diego, CA – 2009

9 National Consumer Law Conference; Chicago, IL – 2011

10 Three-day intensive group training with The Barry Law Office; Atlanta,
11 Georgia, 2012 and again in San Diego in 2014.

12 NCLC (FDCPA Mini-Conference), Chicago, IL – 2018

13 20. I have held membership in the following local and national associations:

14 National Association of Consumer Advocates

15 Federal Bar Association

16 American Bar Association

17 ***Hourly Rate***

18 21. My hourly rate is \$500.00 per hour. I increased it to the present rate after I
19 reviewed the additional experience I had acquired and the cost of living increase and
20 believe the increase was justified and still well within the reasonable range. My present
21 hourly rate was recently approved in *In re Portfolio Recovery Assocs., LLC, Tel.*

22 *Consumer Prot. Act Litig.*, No. 11MD2295 JAH(BGS) (S.D. Cal.) (Doc. 655 and 656.),
23 a TCPA class action in which I am co-liaison for the several hundred opt-out plaintiffs.

24 My earlier hourly rate of \$425.00 was approved in *Hill v. Asset Acceptance, LLC*, No.
25 13CV1718-BEN BLM, (S.D. Cal.), an FDCPA case involving hundreds of consumers
26 throughout California that were sued by a debt buyer outside of the statute of
27 limitations)

28 22. My present hourly rate is reasonable based on work experience, years of

1 practice, and specialized knowledge of the practice area. I have reviewed the hourly
2 rates sought by other consumer attorneys in the area and my rates reflect (at the lower
3 end) the rates lawyers charge with similar skill, experience, and reputation.

4 23. These rates are appropriate and reasonable rates for the Los Angeles area,
5 and are based on my knowledge of the Los Angeles and Southern California legal
6 community.

7 24. In the present action, I expended a total of 400.1 hours in this matter, at my
8 rate of \$500.00 for a subtotal of \$200,050.00. My paralegal performed an additional
9 114.3 hours, at the rate of \$195.00 per hour for a subtotal of \$22,288.50.

10 25. My paralegal, Mary Belford Smith, received her ABA approved
11 certification as a paralegal in 1983. She has thirty-five years of experience as primarily a
12 litigation paralegal, working in personal injury tort, medical malpractice, family law, and
13 contract litigation. Ms. Belford Smith's career has included appellate practice on both
14 the state and federal court levels. For the last ten years, her primary practice
15 concentration has been in consumer law litigation on the state and federal court levels.

16 26. My staff and I have billed a total of \$222,050.50 in fees in this case. The
17 fees billed in this case are reasonable under the circumstances and are based on a
18 reasonable hourly rate.

19 27. My firm further expended \$4,086.16 in costs and expenses in the
20 prosecution of this case.

21 I declare under penalty of perjury that the foregoing is true and correct and to the
22 best of my knowledge, the items of cost are correct and were necessarily incurred in this
23 case.

24 Executed on April 26, 2018

/s/ Patric A. Lester
Patric A. Lester
Attorney for Plaintiff,
pl@lesterlaw.com

Exhibit A

Martin v GTL costs Lester & Associates - All Dates
7/3/1930 through 12/31/2018

4/24/2018

Page 1

Date	Description	Memo	Amount
12/7/2014	COURTS/USDC... filing fee Martin		-400.00
4/5/2015	Southwest Airlines airfare t OAK for COV hearing		-162.00
4/7/2015	Class Action Re... MCC FAC		-80.00
4/29/2015	Bart airport t COV hearing		-7.85
4/30/2015	San Diego Coun... parking SAN airport for COV hearin...		-30.00
5/8/2015	Federal Express MCC mot t file mbs dec		-60.01
7/18/2015	First Legal Netw... MCC to Oconnel NOrelated cases		-26.00
9/18/2015	First Legal Netw... MCC Wright		-39.75
12/12/2015	First Legal Netw... 635798 mcc CAC		-114.23
2/19/2016	First Legal Netw... I50004133 O639947 cc MOT SET ...		-39.75
2/19/2016	First Legal Netw... I50004133 O639947 cc MOT SET ...		-39.75
7/14/2016	Fedex 8085393... mcc PRIORITY OVERNIGHT		-22.64
7/15/2016	Southwes 526... airfare SFO plt depo		-388.96
7/20/2016	Ace Parking 0462 pking for Hansen depo		-28.00
7/22/2016	Uber *US Jul21...airport t SFO plt depo		-38.27
7/24/2016	Bart-embardero ... hotel to SFO airport plt depo		-9.00
7/25/2016	Uber *US Jul23...home f SAN airport plt depo		-40.64
7/25/2016	Hyatt Hotels Sa... hotel plt depo		-382.53
7/29/2016	Federal Express MCC MFC cert		-190.74
7/29/2016	Federal Express MCC MFC cert		-190.74
9/4/2016	Goldenstateover... MCC rep to opp class cert		-22.77
9/23/2016	First Legal Netw... MCC 50012288 plt sup mem		-39.75
	MCC50012931 (2) fil und seal & do...		-66.25
	MCC 50013396 doc und seal Sostri...		-39.75
	MCC 50013636 res opp t 86-0		-46.75
	MCC 50014353 96-0 stp cont heari...		-26.50
9/23/2016	First Legal Netw... MCC 50012288 plt sup mem		-39.75
	MCC50012931 (2) fil und seal & do...		-66.25
	MCC 50013396 doc und seal Sostri...		-39.75
	MCC 50013636 res opp t 86-0		-46.75
	MCC 50014353 96-0 stp cont heari...		-26.50
10/17/2016	Goldenstateover... MCC MT exclude Dalet testimony		-20.41
10/27/2016	Residence Inn B... hotel for mediation		-650.98
10/28/2016	Uber *US Oct2... uber to mediation		-14.90
12/23/2016	First Legal Netw... mcc 700885 status ret		-26.50
	mcc 701094 reply		-26.52
3/19/2017	Amtrak .Com 07... train t&f hearing on mot t cert		-74.00

Martin v GTL costs Lester & Associates - All Dates

7/3/1930 through 12/31/2018

4/24/2018

Page 2

Date	Description	Memo	Amount
3/28/2017	Uber Technologi...	uber from hearing on mot cert class	-2.99
3/29/2017	Taxi Svc Los An...	taxi to hearing on mot t cert	-7.45
4/21/2017	First Legal Netw...	0514 MCC Resp OSC & Mot Cer C...	-55.50
7/19/2017	Goldenstateover...	mcc 143,144,145,146	-9.02
		mcc 148	-7.78
		mcc 147	-8.57
		pu charge	-12.00
		mcc 142	-17.78
8/3/2017	Goldenstateover...	MCC 149	-9.28
		MCC 153	-20.26
		MCC 154	-20.97
		MCC add pu charge	-8.00
8/18/2017	Goldenstateover...	MCC 161	-7.76
		MCC 162	-7.76
		MCC pu chg	-4.00
11/17/2017	First Legal Netw...	MCC175	-197.21
		MCC179	-83.26
		MCC181	-41.63
7/3/1930 - 12/31/2018			-4,086.16

TOTAL INFLOWS	0.00
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TOTAL OUTFLOWS	-4,086.16
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NET TOTAL	-4,086.16
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1 **LESTER & ASSOCIATES**
2 PATRIC A. LESTER (SBN 220092)
3 (pl@lesterlaw.com)
4 5694 Mission Center Road, #385
5 San Diego, CA 92108
6 Telephone: (619) 665-3888 / Fax: (314) 241-5777

7 **KEOGH LAW, LTD**
8 TIMOTHY J. SOSTRIN (*admitted pro hac vice*)
9 (TSostrin@KeoghLaw.com)
10 55 W. Monroe St., Suite 3390
11 Chicago, IL 60603
12 Telephone: (312) 726-1092 / Fax: (312) 726-1093
13 *Attorneys for Plaintiff David Martin*

14 **UNITED STATES DISTRICT COURT**
15 **CENTRAL DISTRICT OF CALIFORNIA**

16 ALICE LEE, et al.,
17 Plaintiffs,
18 v.

19 GLOBAL TEL*LINK
20 CORPORATION,
21 Defendant.

Case No. 2:15-cv-02495-ODW-PLA
[consolidated with 2:15-cv-03464-ODW-PLA]

**DECLARATION OF TIMOTHY J. SOSTRIN IN
SUPPORT OF MOTION FOR ATTORNEYS' FEES,
COSTS, AND SERVICE AWARD**

DATE: AUGUST 20, 2018
TIME: 1:30 P.M.
COURTROOM: 350 W. FIRST ST., ROOM 5D
LOS ANGELES, CA 90012

HON. OTIS D. WRIGHT, II
ACTION FILED: DEC. 8, 2014
TRIAL: VACATED

22
23
24
25 I, Timothy J. Sostrin, declare as follows:

26 1. I am one of the attorneys representing Plaintiff David Martin, and the
27 certified class, in this action.

28 2. I submit this declaration in support of Plaintiff's Motion for Attorneys' Fees,

1 Costs, and Service Award.

2 3. Litigation in this case was contentious and difficult. The parties actively
3 litigated for more than two years before reaching the proposed settlement, which required
4 formal mediation and additional extensive negotiations before the Honorable Carl J. West
5 (Ret.) of Judicial Arbitration and Mediation Services, Inc. (“JAMS”).

6 4. Since the Court’s preliminary approval order, months of additional litigation
7 was necessary to compel ten wireless telephone carriers to produce the class members’
8 contact information so that direct notice of the settlement could be sent to as many class
9 members as possible.

10 5. The settlement was based upon extensive information obtained through
11 discovery, expert analysis, and at all times the settlement negotiations were highly
12 adversarial, non-collusive, and at arm’s-length.

13 6. At no time during the mediation or subsequent negotiations did the parties
14 negotiate any amount of attorneys’ fees.

15 7. I am confident in the strength of the claims alleged in the Complaint and that
16 Plaintiff should ultimately prevail at trial. Nevertheless, litigation is inherently
17 unpredictable, and the outcome of a trial is never guaranteed. Thus, I concede that
18 Plaintiff would face significant risk in taking this case to trial.

19 8. Class Counsel represent Plaintiff and the Class on a contingency-fee basis.
20 In taking this case, my firm risked extensive expert witness costs, deposition and
21 discovery costs, a potentially expensive trial, and lost opportunity costs due to the time
22 needed to brief numerous motions.

23 9. Plaintiff also faced the risk of losing a jury trial, and the risk that any
24 recovery would be delayed for years by an appeal.

25 10. In this case, there was also the possibility that the Court would deny class
26 certification, or that the result at trial would weigh in Defendants’ favor. *See e.g. Warnick*
27 *v. Dish Network, LLC*, 304 F.R.D. 303 (D. Colo. 2014) (denying class certification in a
28 TCPA case); *see also Jamison v. First Credit Services, Inc.*, 2013 U.S. Dist. LEXIS

1 105352 (N.D. Ill. 2013) (denying class certification in a TCPA case).

2 11. Based on my experience handling consumer class actions under the TCPA,
3 I believe that the settlement is an excellent result, and in the best interest of the class. The
4 settlement provides real monetary recovery and much needed prospective relief allowing
5 the class members to opt out of future calls from the Defendant.

6 12. In addition, class counsel engaged in extensive efforts to ensure that as many
7 class members as possible received direct notice of the settlement, subpoenaing ten
8 telephone service providers and engaging in months of motion practice to secure their
9 compliance.

10 13. Despite this robust notice plan, the estimated cost of notice and
11 administration is significantly less than previously thought. On April 26, 2018, the class
12 administrator, KCC, provided me with an updated detailed estimate for the cost of Notice
13 and Administration in this case, which estimates that the entire cost of notice and
14 administration will be approximately \$852,623.00, assuming a 5% claim rate. This is
15 more than \$200,000 less than the cost estimated at the time of preliminary approval,
16 resulting in significant savings for the class.

17 14. Throughout this litigation my firm and co-counsel endeavored to divide
18 tasks where appropriate to avoid duplication of efforts and keep costs to a minimum.

19 15. My firm accrued the following fees in connection with this matter:

20

21

<u>Staff</u>	<u>Role</u>	<u>Years in Practice</u>	<u>Time</u>	<u>Rate</u>	<u>Total</u>
Tim Sostrin	Associate	12	764.2	\$500	\$382,100.00
Keith Keogh	Partner	17	169.3	\$600	\$101,580
Matt Seckel	Paralegal	9	17.2	\$175	\$3,010
TOTAL		38	950.7		\$486,690

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1 16. In addition, my firm incurred \$72,739.81 in out of pocket expenses to date
 2 in the prosecution of this case. Below is a detailed report of these itemized expenses,
 3 which excludes meals, copying, and legal research costs:

Date	Description	Amount
3/10/2015	TJS Pro Hac Fee	305.00
4/5/2016	JAMS Mediation Invoice	3,950.00
6/20/2016	Invoice for Dep of Olsen	1,330.50
8/2/2016	Invoice for Service of Incontact	110.00
7/27/2016	Veritext Invoice for Martin Dep	943.30
7/21/2016	Veritext Invoice for Hansen Dep	1,406.90
8/12/2016	Invoice for Daley Transcript	1,498.55
7/22/2016	TJS Flight for Martin Deposition	676.20
7/22/2016	TJS Parking/Taxis for Martin Deposition	125.05
7/22/2016	TJS Hotel for Martin Deposition	383.46
5/25/2016	TJS Flight for 30b6	320.95
5/25/2016	Deposition	320.95
5/25/2016	TJS Taxi/Parking for 30b6 Deposition	93.92
5/25/2016	TJS Hotel for 30b6 Deposition	88.48
9/30/2016	Invoice for Service of Dep Subpoena to Incontact	95.00
10/25/2016	KJK Invoice from Hotel for Mediation	1,350.18
10/25/2016	KJK Taxi from Mediation to Hotel	60.78
10/25/2016	KJK Taxi from Airport after Mediation	64.29
10/24/2016	TJS Flight for Mediation	434.70
10/24/2016	TJS Taxi/Parking for	81.11
10/24/2016	Mediation	81.11
10/24/2016	TJS Hotel for Mediation	969.08
10/19/2016	TJS Flight for Incontact Dep	757.70
10/19/2016	TJS Parking/Taxi for Incontact Dep	86.56
10/19/2016	TJS Hotel for Incontact Dep	242.23
11/1/2016	Invoice for Aaron Neal Dep	609.75
5/12/2016	Subpoenas to Telecom Companies (8)	57.52
3/27/2017	TJS Flight for Preliminary Approval Hearing	482.40
3/27/2016	TJS Taxi/Parking for Preliminary Approval	151.17
3/27/2016	TJS Hotel for Preliminary Approval	325.64
7/26/2017	Check to ATT for Invoice	850.00
7/27/2017	Certified Mail to Sprint	9.39
7/24/2017	US Cellular	600.00

1		Invoice		
2	7/26/2017	FedEx to Haynes Boone	15.00	
3	3/14/2018	Check to ATT for Invoice	500.00	
4	4/25/2018	Jeff Hansen Invoice for Expert Work	53,765.00	
5			72,739.81	Total Expenses

6 Counsel's Experience

7 17. I have practiced extensively in consumer rights litigation in Illinois and in
8 federal courts nationwide, in both individual actions and class actions, since 2007.

9 18. My firm, Keogh Law, Ltd. focuses on consumer protection class actions
10 throughout the country. Attached hereto as Exhibit A is a true and correct copy of the
11 current firm resume, showing some of the firm's experience in complex and class action
12 litigation.

13 19. I was appointed class counsel in *Hill v. Asset Acceptance, LLC*, 2014 U.S.
14 Dist. LEXIS 91190 (S.D. Cal. 2014), wherein the court approved my hourly rate at that
15 time - \$425.00 per hour. My current hourly rate is \$500 per hour, which I increased in
16 light of the additional experience I have acquired since 2014. I have reviewed the hourly
17 rates of other attorneys who litigate TCPA class actions in this district and believe my
18 rate is commensurate with the rates of lawyers with similar skill, experience, and
19 reputation.

20 20. I have also had primary responsibility at my firm for the prosecution of the
21 following consumer rights class actions, including TCPA actions, in which my firm was
22 appointed as counsel for the class: *Leung v. XPO Logistics*, 15-cv-3877 (N.D. Ill. 2017)
23 (Preliminarily approving class settlement in a TCPA case); *Martin v. Global Tel*Link*
24 *Corp.*, 2017 U.S. Dist. LEXIS 53899 (C.D. Ca. 2017) (preliminarily approving class
25 settlement in a TCPA case); *Johnson v. Yahoo!, Inc.*, 2016 U.S. Dist. LEXIS 256 (N.D.
26 Ill. 2016) (granting class certification in TCPA case); *Willett, et al. v. Redflex Traffic*
27 *Systems, Inc., et al.*, Case No. 13-cv-01241-JCH-RHS (D. New Mexico) (finally
28 approving class action settlement in TCPA case); *Osada v. Experian Info. Solutions, Inc.*,

1 2012 U.S. Dist. LEXIS 42330 (N.D. Ill. Mar. 28, 2012) (granting class certification);
2 *Galvan v. NCO Financial Systems, Inc.*, 2012 U.S. Dist. LEXIS 128592 (N.D. Ill. 2012)
3 (granting class certification); *Saf T-Gard International, Inc. v. Vanguard Energy*
4 *Services, LLC*, (2012 U.S. Dist. LEXIS 174222 (N.D. Ill. December 6, 2012) (granting
5 class certification in TCPA case); *Saf-T-Gard v Transworld Systems, Inc.*, 10-c-7671,
6 (N.D. Ill., final approval granted September 17, 2013) (approving settlement class in
7 TCPA case).

8 21. In addition, I have shared responsibility with others in my firm in the
9 prosecution of numerous other TCPA class actions in which my firm was appointed as
10 counsel for the class, including: *Hageman v. AT&T Mobility LLC, et al.*, Case 1:13-cv-
11 00050-DLC-RWA (D. MT.) (Co-Lead) (Final Approval granted February 11, 2015 for
12 settlement providing \$45 million to a class of 16,000 persons); *Capital One Telephone*
13 *Consumer Protection Act Litigation, et al.*, 12-cv-10064 (N.D. Ill.) (Liaison Counsel and
14 additional Class Counsel) (Final Approval granted February 12, 2015 for \$75 million
15 settlement); *Lopera v RMS*, 12-c-9649 (N.D. Ill., final approval granted December 4,
16 2014) (TCPA class); *Brian J. Wanca, J.D., P.C. v. L.A. Fitness International, LLC*, Case
17 No. 11-CV-4131 (Lake County, Il. Final Approval granted December 20, 2013) (TCPA
18 class); *Cain v Consumer Portfolio Services, Inc.* 10-cv-02697 (N.D. Ill., Final Approval
19 granted June 15, 2012) (TCPA class).

20 22. I have extensive experience litigating TCPA claims. Some opinions from
21 my other representative TCPA cases include: *Torres v. Nat'l Enter. Sys.*, 2013 U.S. Dist.
22 LEXIS 31238 (N.D. Ill. 2013) (denying defendant's motion to dismiss); *Griffith v.*
23 *Consumer Portfolio Serv.*, 838 F. Supp. 2d 723 (N.D. Ill. 2011)(denying defendant's
24 motion for summary judgment); *Frydman et al v. Portfolio Recovery Associates, LLC*,
25 2011 U.S. Dist. LEXIS 69502 (N.D. Ill 2011) (denying defendant's motion to dismiss);
26 *Rosen Family Chiropractic S.C. v. Chi-Town Pizza*, 2013 U.S. Dist. LEXIS 6385 (N.D.
27 Ill. 2013) (denying defendant's motion to dismiss); *Sengenberger v. Credit Control*
28 *Services, Inc.*, 2010 U.S. Dist. LEXIS 43874 (N.D. Ill. May 5, 2010) (granting summary

1 judgment on TCPA claim); *Warnick v. DISH Network, LLC*, 2013 U.S. Dist. LEXIS
2 38549 (D. Colo. 2013)(denying defendant’s motion to dismiss).

3 23. I am a member of the National Association of Consumer Advocates and
4 have undergone extensive training in consumer rights litigation, including the TCPA, at
5 conferences hosted by the National Consumer Law Center since 2008.

6 24. I argued before the Seventh Circuit in *Leeb v. Nationwide Credit Corp.*, 806
7 F.3d 895 (7th Cir. 2015) and *Galvan v. NCO Portfolio Mgmt.*, 794 F.3d 716 (7th Cir.
8 2015), before the Third Circuit in *Susinno v. Work Out World, Inc.*, 862 F.3d 346 (3rd Cir.
9 2017), and the Second Circuit in *Zani v. Rite Aid Corp.*, 2018 U.S. App. LEXIS 4354 (2nd
10 Cir. 2018).

11 I declare under penalty of perjury that the foregoing is true and correct.

12
13 Executed on April 26, 2018

14
15 s/ Timothy J. Sostrin
16 Timothy J. Sostrin
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Exhibit A

KEOGH LAW, LTD. FIRM RESUME

1. Keogh Law, Ltd. consists of six attorneys and focuses on consumer protection class actions.

2. The firm was class counsel in the two largest Telephone Consumer Protection Act (“TCPA”) settlements in the country. *See Hageman v. AT&T Mobility LLC, et al.*, Case 1:13-cv-00050-DLC-RWA (D. MT.) (Co-Lead) (Final Approval Granted February 11, 2015 providing for a \$45 million settlement for a class of 16,000 persons) and *Capital One Telephone Consumer Protection Act Litigation, et al.*, 12-cv-10064 (N.D. Ill. Judge Holderman) (Liaison Counsel and additional Class Counsel)(Final Approval Granted February 12, 2015 for a \$75 million settlement).

3. Keogh Law was also class counsel in the four largest all cash FACTA class action settlements. *Flaum v Doctors Associates*, 16-CV-61198-CMA (S.D. Fla. Pending Final Approval)(\$30.9 million dollars); *Legg v. Laboratory Corporation of America Holdings*, No. 14-cv-61543-RLR (S.D. Fla., filed July 6, 2014) (\$11 million dollars); *Legg v. Spirit Airlines, Inc.*, No. 14-cv-61978-JIC (S.D. Fla., filed Aug. 29, 2014) (\$7.5 million dollars) and *Muransky v. Godiva Chocolatier, Inc.*, 15-cv-60716-WPD (S.D. Fla., filed Apr. 6, 2015) (\$6.3 million dollars)(on appeal).

4. In addition to the above, the firm was lead or class counsel in the following class settlements, many of which involve claims under the TCPA: *See See Leung v XPO Logistics, Inc.*, 15 CV 03877, (N.D. Ill. 2018) (TCPA) (Pending Final approval); *Martinez v Medcredit*, 4:16CV01138 ERW (E.D. Mo. 2018) (TCPA) (Pending Final approval); *Martin v. Wells Fargo Bank, N.A.*, 16-cv-09483 (N.D. Ill. 2018)(FCRA)(Pending Final Approval); *Town & Country Jewelers, LLC v. Meadowbrook Insurance Group, Inc., et al*, 15-CV-02419-PGS-LHG (D. NJ. 2018)(TCPA); *Legg v AEO*, 14-cv-02440-VEC (TCPA)(on appeal after final approval from

professional objector); *Markos v Wells Fargo*, 15-cv-01156-LMM (N.D. Ga. (TCPA); *Ossola v Amex* 1:13-cv-04836 (N.D. Ill. 2016)(TCPA); *Luster v. Wells Fargo*, 15-1058-TWT (N.D. Ga.)(TCPA); *Prather v Wells Fargo*, 15-CV-04231-SCJ (ND. Ga)(TCPA); *Joseph et al. v. TrueBlue, Inc. et al.*, Case No. 3:14-cv-05963 (D. Wa.) (TCPA case pending final approval for \$5 million for 1,948 class members); *Tripp v. Berman & Rabin, P.A.*, 310 F.R.D. 499 (D. Kan. 2015); *Willett, et al. v. Redflex Traffic Systems, Inc., et al.*, Case No. 13-cv-01241-JCH-RHS (Pending final approval); *In re Convergent Outsourcing, Inc. Telephone Consumer Protection Act Litigation*, Master Docket No. 3:13-cv-1866-AWT (D. Conn) (Interim Co-Lead); *De Los Santos v Millword Brown, Inc.*, 9:13-cv-80670-DPG (S.D. Fl) (TCPA); *Allen v. JPMorgan Chase Bank, N.A.* 13-cv-08285 (N.D. Ill. Judge Pallmeyer) (TCPA); *Cooper v NelNet*, 6:14-cv-314-Orl-37DAB (M.D. Fl.) (TCPA); *Thomas v Backgroundchecks.com*, 3:13-CV-029-REP (E.D. Va.) (additional class counsel); *Lopera v RMS*, 12-c-9649 (N.D. Ill. Judge Wood), *Kubacki v Peapod*, 13-cv-729 (N.D. Ill. Judge Mason); *Wojcik v. Buffalo Bills, Inc.*, 8:12 CV 2414-SDM-TBM (M.D. Fl. Judge Merryday) (TCPA); *Curnal v LVNV Funding, LLC.*, 10 CV 1667 (Wyandotte County, KS 2014) (Unlicensed debt collector under KS law); *Cummings v Sallie Mae*, 12 C-9984 (N.D. Ill. Judge Gottschall) (TCPA) (co-lead); *Brian J. Wanca, J.D., P.C. v. L.A. Fitness International, LLC*, Case No. 11-CV-4131 (Lake County, Il. Judge Berrones) (TCPA); *Osada v. Experian Info. Solutions, Inc.*, 2012 U.S. Dist. LEXIS 42330 (N.D. Ill. Mar. 28, 2012) (FCRA class); *Saf-T-Gard International, Inc. v. Vanguard Energy Services, L.L.C., et al*, 12-cv-3671 (N.D. Ill. 2013 Judge Gottschall) (TCPA); *Saf-T-Gard v TSI*, 10-c-7671, (N.D. Ill. Judge Rowland) (TCPA); *Cain v Consumer Portfolio Services, Inc.* 10-cv-02697 (N.D. Ill. Judge Keys) (TCPA); *Iverson v Rick Levin & Associates*, 08 CH 42955 Circuit Court Cook County (Judge Cohen) (TCPA); *Saf-T-Gard v Seiko*, 09 C 776 (N.D. Ill. Judge Bucklo) (TCPA); *Jones v. Furniture Bargains, LLC*, 09 C 1070

(N.D. Ill) (FLSA collective action); *Saf-T-Gard v Metrolift*, 07 CH 1266 Circuit Court Cook County (Judge Rochford) (Co-Lead) (TCPA); *Bilek v Countrywide*, 08 C 498 (N.D. Ill. Judge Gottschell); *Pacer v Rothenback*, 07 C 5173 (N.D. Ill. Judge Cole); *Overlord Enterprises v. Wheaton Winfield Dental Associates*, 04 CH 01613, Circuit Court Cook County (Judge McGann) (TCPA); *Whiting v SunGard*, 03 CH 21135, Circuit Court Cook County (Judge McGann) (TCPA); *Whiting v. GoIndustry*, 03 CH 21136, Circuit Court Cook County (Judge McGann) (TCPA).

5. In addition, Mr. Keogh was the attorney primarily responsible for the following class settlements: *Wollert v. Client Services*, 2000 U.S. Dist. LEXIS 6485 (N.D. Ill. 2000); *Rentas v. Vacation Break USA*, 98 CH 2782, Circuit Court of Cook County (Judge Billik); *McDonald v. Washington Mutual Bank*, supra; *Wright v. Bank One Credit Corp.*, 99 C 7124 (N.D. Ill. Judge Guzman); *Arriaga v. Columbia Mortgage*, 01 C 2509 (N.D. Ill. Judge Lindberg); *Frazier v. Provident Mortgage*, 00 C 5464 (N.D. Ill. Judge Coar); *Largosa v. Universal Lenders*, 99 C 5049 (N.D. Ill. Judge Leinenweber); *Arriaga v. GNMortgage*, (N.D. Ill. Judge Holderman); *Williams v. Mercantile Mortgage*, 00 C 6441 (N.D. Ill. Judge Pallmeyer); *Reid v. First American Title*, 00 C 4000 (N.D. Ill. Magistrate Judge Ashman); *Fabricant v. Old Kent*, 99 C 6846 (N.D. Ill. Magistrate Judge Bobrick); *Mendelovits v. Sears*, 99 C 4730 (N.D. Ill. Magistrate Judge Brown); *Leon v. Washington Mutual*, 01 C 1645 (N.D. Ill. Judge Alesia).

6. The individual class members' recovery in some of these settlements was substantial. For example, in one of the cases against a major bank the class members' recovery was 100% of their actual damages resulting in a payout of \$1,000 to \$9,000 per class member. In another case against a major lender regarding mortgage servicing responses, each class member who submitted a claim form received \$1,431. *McDonald v. Washington Mutual Bank*.

7. In addition, to the above settlements, Keogh Law was appointed class counsel in *In Re Convergent Outsourcing, Inc. Telephone Consumer Protection Act Litigation*, Master Docket No. 3:13-cv-1866-AWT (D. Conn) (Interim Co-Lead); *Galvan v. NCO Fin. Sys.*, 2012 U.S. Dist. LEXIS 128592 (N.D. Ill. 2012); *Osada v. Experian Info. Solutions, Inc.*, 2012 U.S. Dist. LEXIS 42330 (N.D. Ill. Mar. 28, 2012) (FCRA class); *Pesce v First Credit Services*, 11-cv-01379 (N.D. Ill. December 19 2011) (TCPA Class); *Smith v Greystone Alliance*, 09 CV 5585 (N.D. Ill. 2010); *Cicilline v. Jewel Food Stores, Inc.*, 542 F.Supp.2d 831 (N.D.Ill. 2008)(Co-Lead Counsel for FACTA class); *Harris v. Best Buy Co.*, 07 C 2559,2008 U.S. Dist. LEXIS 22166 (N.D.Ill. March 20, 2008) (FACTA class); *Matthews v. United Retail, Inc.*, 248 F.R.D. 210 (N.D.Ill. 2008)(FACTA class); *Redmon v. Uncle Julio's, Inc.*, 249 F.R.D. 290 (N.D.Ill. 2008)(FACTA class); *Harris v. Circuit City Stores, Inc.*, 2008 U.S. Dist. LEXIS 12596,2008 WL 400862 (N.D. Ill. 2008)(FACTA class); *Pacer v. Rockenbach Chevrolet Sales, Inc.*, 07 C 5173 (N.D. Ill. 2008)(FACTA class).

8. Some reported cases of the firm involving consumer protection include: *Susinno v. Work Out World Inc.*, 862 F.3d 346, 351 (3rd Cir. 2017) (finding a “nuisance and invasion of privacy resulting from a single prerecorded telephone call”); *Franklin v. Parking Revenue Recovery Servs.*, 832 F.3d 741 (7th Cir. 2016); *Galvan v. NCO Portfolio Mgmt. Inc.*, 794 F.3d 716, 721 (7th Cir. 2015); *Smith v Greystone*, 772 F.3d 448 (7th Cir. 2014); *Clark v Absolute Collection Agency*, 741 F.3d 487 (4th 2014); *Lox v. CDA, Ltd.*, 689 F.3d 818 (7th Cir. 2012)*Townsel v. DISH Network L.L.C.*, 668 F.3d 967 (7th Cir. Ill. 2012); *Catalan v. GMAC Mortgage Corp.*, No. 09-2182 (7th Cir. 2011) ; *Gburek v Litton Loan*, 614 F.3d 380 (7th Cir. 2010); *Sawyer v. Ensurance Insurance Services* consolidated with *Killingsworth v. HSBC Bank Nev., NA.*, 507 F3d 614, 617 (7th Cir. 2007), *Echevarria et al. v. Chicago Title and Trust Co.*, 256 F3d 623 (7th Cir. 2001);

Demitro v. GMAC, 388 Ill. App. 3d 15, 16 (1st Dist. 2009); *Hill v. St. Paul Bank*, 329 Ill. App. 3d 7051, 1768 N.E.2d 322 (1st Dist. 2002); *In re Mercedes-Benz Tele Aid Contract Litig.*, 2009 U.S. Dist. LEXIS 35595 (D.N.J. 2009); *Catalan v. RBC Mortg. Co.*, 2009 U.S. Dist. LEXIS 26963 (N.D. Ill. 2009); *Elkins v. Equifax, Inc.*, 2009 U.S. Dist. LEXIS 18522 (N.D. Ill. 2009); *Harris v. DirecTV Group, Inc.*, 2008 U.S. Dist. LEXIS 8240 (N.D. Ill. 2008); *In re TJX Cos., Inc., Fair & Accurate Credit Transactions Act (FACTA) Litig.*, 2008 U.S. Dist. LEXIS 38258 (D. Kan. 2008); *Martin v. Wal-Mart Stores, Inc.*, 2007 U.S. Dist. LEXIS 89715 (N.D. Ill. 2007); *Elkins v. Ocwen Fed. Sav. Bank Experian Info. Solutions, Inc.*, 2007 U.S. Dist. LEXIS 84556 (N.D. Ill. 2007); *Harris v. Wal-Mart Stores, Inc.*, 2007 U.S. Dist. LEXIS 76012 (N.D. Ill. 2007); *Stegvilas v. Evergreen Motors, Inc.*, 2007 U.S. Dist. LEXIS 35303 (N.D. Ill. 2007); *Cook v. River Oaks Hyundai, Inc.*, 2006 U.S. Dist. LEXIS 21646 (N. D. Ill. 2006); *Gonzalez v. W. Suburban Imps., Inc.*, 411 F. Supp. 2d 970 (N.D. Ill. 2006); *Eromon v. GrandAuto Sales, Inc.*, 333 F. Supp. 2d 702 (N.D. Ill. 2004); *Williams v. Precision Recovery, Inc.*, 2004 U.S. Dist. LEXIS 6190 (N.D. Ill. 2004); *Doe v. Templeton*, 2003 U.S. Dist. LEXIS 24471 (N.D. Ill. 2003); *Ayala v. Sonnenschein Fin. Servs.*, 2003 U.S. Dist. LEXIS 20148 (N.D. Ill. 2003); *Gallegos v. Rizza Chevrolet, Inc.*, 2003 U.S. Dist. LEXIS 18060 (N.D. Ill. 2003); *Szwebel v. Pap's Auto Sales, Inc.*, 2003 U.S. Dist. LEXIS 13044 (N.D. Ill. 2003); *Johnstone v. Bank of America*, 173 F. Supp.2d 809 (N.D. Ill. 2001); *Leon v. Washington Mutual Bank*, 164 F. Supp.2d 1034 (N.D. Ill. 2001); *Ploog v. HomeSide Lending*, 2001 WL 987889 (N.D. Ill. 2001); *Christakos v. Intercounty Title*, 196 F.R.D. 496 (N.D. Ill. 2000); *Batten v. Bank One*, 2000 WL 1364408 (N.D. Ill. 2000); *McDonald v. Washington Mutual Bank*, 2000 WL 875416 (N.D. Ill. 2000); and *Williamson v. Advanta Mtge Corp.*, 1999 U.S. Dist. LEXIS 16374 (N.D. Ill. 1999). The *Christakos* case significantly broadened title and mortgage companies' liability under Real Estate Settlement Procedures Act ("RESPA") and *McDonald* is the first

reported decision to certify a class regarding mortgage servicing issues under the Cranston-Gonzales Amendment of RESPA.

9. Mr. Keogh has argued before the Seventh Circuit, the First District of Illinois and the MultiLitigation Panel in *Townsel v. DISH Network L.L.C.*, 668 F.3d 967 (7th Cir. Ill. 2012); *Catalan v GMACM* (7th Cir. 2010); *Gburek v Litton Loan Servicing* (7th Cir. 2009); *Sawyer v Esurance* (7th Cir. 2007), *Echevarria, et al. v. Chicago Title and Trust Co.* (7th Cir. 2001); *Morris v Bob Watson*, (1st. Dist. 2009); *Iverson v Gold Coast Motors Inc.*, (1st. Dist. 2009); *Demitro v. GMAC* (1st Dist. 2008), *Hill v. St. Paul Bank* (1st Dist. 2002), and *In Re: Sears, Roebuck & Company Debt Redemption Agreements Litigation* (MDL Docket No. 1389.) *Echevarria* was part of a group of several cases that resulted in a nine million dollar settlement with Chicago Title.

10. His published works include co-authoring and co-editing the 1997 supplement to *Lane's Goldstein Trial Practice Guide* and *Lane's Medical Litigation Guide*.

11. Mr. Keogh has lectured extensively on consumer litigation, including extensively on class actions and the TCPA. For example, he:

- a. Presented at the 2018 Fair Debt Collection Training Conference for two sessions on the TCPA.
- b. Presented at the National Consumer Law Center 2017 annual conference on the TCPA.
- c. Presented at the National Consumer Law Center 2016 annual conference on the TCPA.
- d. Presented at the 2016 Fair Debt Collection Training Conference for a session on TCPA Developments.
- e. Presented for the National Association of Consumer Advocates November 2015 webinar titled Developments and Anticipated Impact of Recent FCC TCPA Rules.

- f. Presented at the National Consumer Law Center 2015 annual conference in San Antonio, Tx. on the TCPA.
- g. Presented at the 2015 Fair Debt Collection Training Conference for three sessions on the TCPA.
- h. Presented at the National Consumer Law Center 2014 annual conference in Tampa Fl. for two sessions on the TCPA.
- i. Panelist for the December 2013 Strafford CLE Webinar titled TCPA Class Actions: Pursuing or Defending Claims Over Phone, Text and Fax Solicitations.
- j. Panelist for the December 2014 Chicago Bar Association Class Action Seminar titled “Class Action Settlements in the Seventh Circuit: Navigating Turbulent Waters.”
- k. Presented at the 2014 Fair Debt Collection Training Conference for three sessions on the TCPA.
- l. Panelist for the December 2013 Strafford CLE Webinar titled Class Actions for Telephone and Fax Solicitation and Advertising Post-Mims. Leveraging TCPI lectured at the 2014 Fair Debt Collection Training Conference for three sessions on the TCPA.
- m. Panelist for the December 2013 Strafford CLE Webinar titled Class Actions for Telephone and Fax Solicitation and Advertising Post-Mims. Leveraging TCPA Developments in Federal Jurisdiction, Class Suitability, and New Technology.
- n. Presented for the National Association of Consumer Advocates November 2013 webinar titled Current Telephone Consumer Protection Act Issues Regarding Cell Phones.
- o. Presenter for the November 2013 Chicago Bar Association Class Action Committee presentation titled Future of TCPA Class Actions.

- p. Speaker at the Social Security Administration's Chicago office in August 2013 on a presentation on identity theft, which included consumers' rights under the Fair Credit Reporting Act.
- q. Panelist for the May 14, 2013 Chicago Bar Association Class Action Seminar titled "The Shifting Landscape of Class Litigation" as well as for the March 20, 2013 Strafford CLE webinar titled "Class Actions for Telephone and Fax Solicitation and Advertising Post-Mims. Leveraging TCPA Developments in Federal Jurisdiction, Class Suitability, and New Technology."
- r. Lectured at the June 6, 2013 Consumer Law Committee of the Chicago Bar Association on the topic "Employment Background Reports under the Fair Credit Reporting Act: Improper consent forms to failure to provide background report prior to adverse action."
- s. Lectured at the 2013 Fair Debt Collection Training Conference for three sessions on the TCPA.
- t. Presented at the 2012 National Consumer Law Center annual conference for a session on the TCPA.
- u. Presented at the 2012 Fair Debt Collection Training Conference for a session on the TCPA.
- v. Panelist for Solutions for Employee Classification & Wage/Hour Issues at the 2011 Annual Employment Law Conference hosted by Law Bulletin Seminars.
- w. Lectured at the 2011 National Consumer Law Center conference for a session titled Telephone Consumer Protection Act: Claims, Scope, Remedies as well as lectured at the same 2011 National Consumer Law Center conference for a double session titled ABC's of Class Actions.

- x. Taught *Defenses to Foreclosures* for Lorman Education Services, which was approved for CLE credit, in 2008 and 2010.
- y. Guest lecturer on privacy issues at University of Illinois at Urbana-Champaign School of Law. In March 2010.
- z. Guest speaker for the Legal Services Office of The Graduate School and Kellogg MBA Program at Northwestern University for its seminar titled: “Financial Survival Guide: Legal Strategies for Graduate Students During A Period of Economic Uncertainty.”

12. Mr. Keogh was selected as an Illinois Super Lawyer in 2014-2018 and an Illinois Super Lawyer Rising Star each year from 2008 through 2013 and my cases have been featured in local newspapers such as the Chicago Tribune, Chicago Sun-Times, The Naperville Sun, Daily Herald and RedEye.

13. In April 2011, Timothy J. Sostrin joined the firm. He is a member in good standing of the Illinois bar, the U.S. District Court District of Colorado, U.S. District Court Northern District of Illinois, U.S. District Court Northern and Southern Districts of Indiana, U.S. District Court Eastern and Western Districts of Michigan, U.S. District Court Eastern District of Missouri, U.S. District Court Southern District of Texas and U.S. District Court Eastern and Western Districts of Wisconsin.

14. Timothy J. Sostrin has zealously represented consumers in Illinois and in federal litigation nationwide against creditors, debt collectors, retailers, and other businesses engaging in unlawful practices. Tim has extensive experience with consumer claims brought under the Fair Debt Collection Practices Act, The Telephone Consumer Protection Act, the Fair Credit Reporting Act, the Electronic Fund Transfer Act, and Illinois law. Some of Tim’s representative cases include: *Osada v. Experian Info. Solutions, Inc.*, 2012 U.S. Dist. LEXIS 42330 (N.D. Ill. Mar. 28,

2012) (granting class certification); *Galvan v. NCO Financial Systems, Inc.*, 2012 U.S. Dist. LEXIS 128592 (N.D. Ill. 2012)(granting class certification); *Saf-T-Gard International, Inc. v. Vanguard Energy Services, LLC*, (2012 U.S. Dist. LEXIS 174222 (N.D. Ill. December 6, 2012)(granting class certification); *Jelinek v. The Kroger Co.*, 2013 U.S. Dist. LEXIS 53389 (N.D. Ill. 2013)(denying defendant's motion to dismiss); *Hanson v. Experian Information Solutions, Inc.*, 2012 U.S. Dist. LEXIS 11450 (N.D. Ill. January 27, 2012)(denying defendant's motion for summary judgment); *Warnick v. DISH Network, LLC*, 2013 U.S. Dist. LEXIS 38549 (D. Colo. 2013)(denying defendant's motion to dismiss); *Torres v. Nat'l Enter. Sys.*, 2013 U.S. Dist. LEXIS 31238 (N.D. Ill. 2013)(denying defendant's motion to dismiss); *Griffith v. Consumer Portfolio Serv.*, 838 F. Supp. 2d 723 (N.D. Ill. 2011)(denying defendant's motion for summary judgment); *Frydman et al v. Portfolio Recovery Associates, LLC*, 2011 U.S. Dist. LEXIS 69502 (N.D. Ill. 2011)(denying defendant's motion to dismiss); *Rosen Family Chiropractic S.C. v. Chi-Town Pizza*, 2013 U.S. Dist. LEXIS 6385 (N.D. Ill. 2013)(denying defendant's motion to dismiss); *Sengenberger v. Credit Control Services, Inc.*, 2010 U.S. Dist. LEXIS 43874 (N.D. Ill. May 5, 2010) (granting summary judgment on TCPA claim);

15. Tim is a member of the National Association of Consumer Advocates and ISBA. He received his Juris Doctorate, *cum laude*, from Tulane University Law School in 2006.

16. In 2014, Michael Hilicki joined the firm. He has spent nearly all of his approximately 20-year legal career helping consumers and workers subjected to unfair and deceptive business practices, and unpaid wage practices. He is experienced in a variety of consumer and wage-related areas including, but not limited to, the Fair Debt Collection Practices Act, Truth-in-Lending Act, Fair Credit Reporting Act, Real Estate Settlement Procedures Act, Illinois Consumer Fraud & Deceptive Business Practices Act, Telephone Consumer Protection

Act, Fair Labor Standards Act and the Illinois Wage & Hour Law. He is experienced in all aspects of consumer and wage litigation, including arbitrations, trials and appeals.

17. Examples of the numerous certified class actions in which Michael has represented consumers or workers include: *Muransky v. Godiva Chocolatier, Inc.*, 15-cv-60716-WPD (S.D. Fla.); *Legg v. Spirit Airlines, Inc.*, No. 14-cv-61978-CIV-JIC (S.D. Fla.); *Legg v. Laboratory Corporation of America, Holdings, Inc.*, No. 14-cv-61543-RLR (S.D. Fla.); *Joseph v. TrueBlue, Inc.*, 14-cv-5963-BHS (W.D. Wash.); *In Re Convergent Outsourcing, Inc. Telephone Consumer Protection Act Litigation*, Master Docket No. 3:13-cv-1866-AWT (D. Conn); *Tripp v. Berman & Rabin, P.A.*, 14-cv-2646-DDC-GEB (D. Kan.); *Eibert v. Jaburg & Wilk, P.C.*, 13-cv-301 (D. Minn.); *Brinkley v. Zwicker & Associates, P.C.*, 13 C 1555 (N.D. Ill.); *Kraskey v. Shapiro & Zielke, LLP*, 11-cv-3307 (D. Minn.); *Short v. Anastasi & Associates, P.A.*, 11-cv-1612 SRN/JSM (D. Minn.); *Kimball v. Frederick J. Hanna & Associates, P.C.*, 10-cv-130 MJD/JJG (D. Minn.); *Murphy v. Capital One Bank*, 08 C 801 (N.D. Ill.); *In re American Family Mut. Ins. Co. Overtime Pay Litig.*, 06-cv-17430 WYD/CBS (D. Colo.); *Nettles v. Allstate Ins. Co.*, 02 CH 14426 (Cir. Ct. Cook Cty.); *Sanders v. OSI Educ. Servs., Inc.*, 01 C 2081 (N.D. Ill.); *Kort v. Diversified Collection Servs., Inc.*, 01 C 0689 (N.D. Ill.); *Hamid v. Blatt Hasenmiller, et al.*, 00 C 4511 (N.D. Ill.); *Durkin v. Equifax Check Servs., Inc.*, 00 C 4832 (N.D. Ill.); *Torres v. Diversified Collection Services, et al.*, 99-cv-00535 (RL-APR) (N.D. Ind.); *Morris v. Trauner Cohen & Thomas*, 98 C 3428 (N.D. Ill.); *Mitchell v. Schumann*, 97 C 240 (N.D. Ill.); *Pandolfi, et al. v. Viking Office Prods., Inc.*, 97 CH 8875 (Cir. Ct. Cook Cty.); *Trull v. Microsoft Corp.*, 97 CH 3140 (Cir. Ct. Cook Cty.); *Deatherage v. Steven T. Rosso, P.A.*, 97 C 0024 (N.D. Ill.); *Young v. Meyer & Njus, P.A.*, 96 C 4809 (N.D. Ill.); *Newman v. Boehm, Pearlstein & Bright, Ltd.*, 96 C 3233 (N.D. Ill.); *Holman v. Red River Collections, Inc.*, 96 C 2302 (N.D. Ill.); *Farrell v. Frederick J. Hanna*, 96 C 2268 (N.D.

Ill.); *Blum v. Fisher and Fisher*, 96 C 2194 (N.D. Ill.); *Riter v. Moss & Bloomberg, Ltd.*, 96 C 2001 (N.D. Ill.); *Clayton v. Cr Sciences Inc.*, 96 C 1401 (N.D. Ill.); *Thomas v. MAC/TCS Inc., Ltd.*, 96 C 1519 (N.D. Ill.); *Young v. Bowman, et al.*, 96 C 1767 (N.D. Ill.); *Depcik v. Mid-Continent Agencies, Inc.*, 96 C 8627 (N.D. Ill.); and *Dumetz v. Alkade, Inc.*, 96 C 4002 (N.D. Ill.)

18. Michael has lectured on consumer law issues at Upper Iowa University and the Chicago Bar Association. He is a member of the Trial Bar of the United States District Court for the Northern District of Illinois, and he has represented consumers in state and federal courts around the country on a *pro hac vice* basis.

19. Michael's published work includes "*AND THE SURVEY SAYS...*" *When Is Evidence of Actual Consumer Confusion Required to Win a Case Under Section 1692g of the Fair Debt Collection Practices Act in the Seventh Circuit?*, 13 Loy. Consumer L. Rev. 224 (2001).

20. In 2015, Amy Wells joined the firm. Amy brings a wealth of consumer litigation experience. In 2014, Amy Wells was installed as the President of the Miami Valley Trial Lawyers Association. The Miami Valley Trial Lawyers Association (MVTLA) is an association of attorneys throughout Ohio's Miami Valley (Montgomery, Miami, Darke, Preble, Clark, Greene, Warren, Champaign, and Butler Counties). Their members are dedicated to the advancement of fair trials and free access of individuals to the courts of this state. Their members represent injured persons, criminal defendants, consumers and families in the areas of negligence, criminal law, consumer protection, workers' compensation, professional malpractice, products liability, family law, insurance law, employment, and civil rights law.

21. The Ohio Association for Justice named Ms. Wells as recipient of the 2012 President's Award. Ms. Wells was honored by Ohio Association for Justice at the Annual Convention, where she received her award from President Denise Houston at the Association's

flagship President's Dinner on May 3, 2012. The dinner was attended by over 400 attorneys and their guests at the Hilton at Easton Town Center in Columbus, Ohio.

22. Ms. Wells received the highest possible Attorney rating (Superb) by Avvo, Inc., which ranks attorneys according to a variety of criteria, including feedback from clients and peers.

23. In 2011, Ms. Wells was selected to serve on Ohio Attorney General Mike DeWine's Advisory Committee. This panel was assembled by the OAG to review Ohio's primary consumer protection law, the Consumer Sales Practices Act (R.C. 1345 et seq.). Ms. Wells is the only consumer protection attorney in private practice selected for this committee. Ms. Wells has repeatedly been named by Super Lawyers Magazine as a Rising Star. Only 2.5 percent of the attorneys in the state are selected to the Rising Stars list. Super Lawyers, a Thomson Reuters business, is a rating service of attorneys from more than 70 practice areas who have attained a high-degree of peer recognition and professional achievement. The annual selections are made using a statewide survey of attorneys, independent research evaluation of candidates, and peer reviews by practice area. The Super Lawyers lists are published nationwide in Super Lawyers magazines and in leading city and regional magazines across the country.

Education

24. Ms. Wells graduated from the University of Dayton School of Law joint-degree program, earning a Juris Doctorate and Masters of Business Administration. She was the only student in her graduating class to receive this dual degree. During law school, Ms. Wells was a member of the Moot Court Team and Moot Court Board. Ms. Wells was Vice President of the UDSL Women's Caucus and also served as a teaching assistant in the legal research and writing program. Amy was a summer associate at a Dayton law firm in the litigation section. She also clerked in-house at NCR's world headquarters throughout law school, acting as the lead intern

during her final year. Amy earned her undergraduate degree in business administration from Ohio University in Athens.

25. Some of Ms. Wells published work include:

a. 2008 article - The Price of Identity Theft for Ohio Consumers was published in Ohio Trial Magazine, Volume 18, Issue 1.

b. In April 2009 her article Protecting Consumers from a “New Breed” of Debt Collector was published in the Dayton Bar Association’s Bar Briefs magazine.

c. In 2011, the article titled Proposed Deconstruction of Ohio’s UDAP Law, a National Trend? was published by the National Association of Consumer Advocate’s publication, The Consumer Advocate, Volume 17, No. 4.

d. Ms. Wells wrote Ohio’s Consumer Protection Law, which was published in the October 2011 issue of the Advisory.

e. In November 2011 “HB 275 – The Undoing of Ohio’s Consumer Protection Law” was published in the Dayton Bar Briefs, Vol. 61, No.3.

f. Ms. Wells is a featured blogger on Neighborhood Housing Services Consumer Law Center Blog

g. Ms. Wells authored a chapter in the Consumer Law Basics book while serving as faculty of the Practising Law Institute.

h. Ms. Wells is a contributing freelance author for NOLO.com (2015- present)

26. Speaking Engagements for Ms. Wells include:

a. Ms. Wells is regularly invited to speak to attorneys and consumers on a state and national basis regarding consumer advocacy issues and laws. Recent presentations include:

b. 2010 National Consumer Law Center Fair Debt Collection Training Conference, Jacksonville, FL, “FDCP Fundamentals: The Care and Feeding of Your FDCP Case.”

c. CORT Consumer Law Training 2010, Ann Arbor, MI, “Bringing Claims Under the FCRA and FACTA.”

d. 2010 Ohio Association for Justice Annual Convention, Columbus, OH, “Appraisal Litigation: Critical Evidence in an Inflated Appraisal Case & Eminent Domain: Friend or Foe?”

e. 2011 Ohio Association for Justice Insurance Law CLE, Columbus & Dayton, OH, “Protect Thy Consumer, Today’s Consumer Law Issues.”

f. 2011 Ohio Association for Justice Annual Convention, Columbus, OH, Moderator for the Consumer Law Continuing Legal Education panel.

g. 2012 Ohio Association for Justice Annual Convention, Columbus, OH, “How to Practice Under the New Ohio Consumer Law.”

h. 2012 American Bankruptcy Law Forum, Dayton, OH, “Consumer Law for Bankruptcy Attorneys”

i. 2013 Served as faculty for CLE about Representing the Pro Bono Client, Consumer Law Basics in San Francisco, CA. My presentation was entitled “Introduction to the Fair Credit Reporting Act.”

j. 2015 Ohio State Bar Association Consumer Law CLE, Columbus, OH, “The Basics of the FCRA Including Recent Changes/Oversight from the CFPB”

27. Ms. Wells has been featured in the following media:

a. Ms. Wells has been interviewed by various media outlets, including the following pieces.

b. ALEC Leads the Legal War Against Consumers, A Lawyers.com Series, Posted May 3, 2012.

c. Right-to-cure bill seen powering its way to approval, Business First, Dec. 16, 2011.

d. 2012, Guest on Americas Workforce Radio, topic: consumer credit reporting.

28. Finally, Ms. Wells served on the Board of Trustees of the Ohio Association for Justice and chaired the Consumer Law Section from 2009-2014. She also served on the Association's Legislative Committee. Ms. Wells is an active member of the National Association of Consumer Advocates and is currently a state chair for the organization. Ms. Wells currently sits on the board of the Miami Valley Trial Lawyers Association, and will served as the Association's President from 2014-2015. Ms. Wells is a member of the American Association for Justice, Illinois Bar Association, Lake County Bar Association, Ohio State Bar Association, and the Dayton Bar Association, Carl D. Kessler Inn of Court, and serves on the DBA Certified Grievance Committee.

29. In 2015, Michael Karnuth joined the firm. His practice focuses on Securities Fraud and Shareholder litigation, as well as consumer protection and other complex litigation matters.

30. In the Securities Fraud area, Mr. Karnuth has extensive experience in prosecuting claims under the federal securities laws, and has actively litigated cases at all levels up to trial, and has obtained significant recoveries for investors. Representative cases and reported decisions include:

In re DVI, Inc. Sec. Litig., 2:03-cv-5336 (E.D. Pa.). Mike has been instrumental in representing equity and debt investors in case raising 10b-5 and 20(a) claims involving a failed healthcare financing company which misrepresented financial statements for several years. To-

date, the firm has recovered over \$21 million for investors from ten different defendants, and has achieved important legal victories in the case, including prevailing on numerous motions to dismiss, In re DVI Inc. Sec. Litig., 2005 WL 1307959 (E.D. Pa. May 31, 2005); obtaining class certification, 249 F.R.D. 196 (E.D. Pa. 2008), *aff'd*, 639 F.3d 623 (3d Cir. 2011), *petition for rehearing and en banc denied* (June 24, 2011), and in prevailing on motions for summary judgment, 2010 WL 352086 (E.D. Pa. Sept. 3, 2010), and 2010 WL 3522090 (E.D. Pa. Sept. 3, 2010). Mike presented oral argument to the Third Circuit Court of Appeals and prevailed on an auditor defendant's challenges to market efficiency, loss causation and the adequacy of an institutional investor to be class representative based on its trading strategies and access to company management.

In re Safety-Kleen Corp. Rollins Shareholder Litigation, No. 3:00-1343-17 (D.S.C.). Mike was also instrumental in the firm's extensive representation of Rollins Environmental Services shareholders in a Section 14(a) proxy case, involving the reverse acquisition of Rollins by Laidlaw Environmental Services, Inc., predecessor of Safety Kleen Corp. The firm obtained a \$3.15 million recovery for the class on the eve of trial, after overcoming numerous legal challenges. The class recovery represented a large percentage of the class's estimated damages in the case.

In re BankAmerica Corp. Sec. Litig., 228 F.Supp.2d 1061 (E.D. Mo. 2002). Mike assisted in the firm's role as Executive Committee Member of the BankAmerica shareholder class, which challenged the 1998 merger of BankAmerica and Nationsbank. Mike's involvement included reviewing discovery, taking depositions and drafting pleadings. The claims of the BankAmerica class settled for over \$160 million.

31. Mike also has extensive experience in consumer protection and other complex litigation. Representative cases and reported decisions include:

Empire Healthchoice Assur., Inc. v. McVeigh, 547 U.S. 677 (2006), where Mike filed an amicus brief in support of both respondents and the firm's pending certiorari petition on behalf of injured FEHBA-plan insureds, which prevailed in a 5 to 4 ruling that then led to the favorable Supreme Court decision in the firm's case of Cruz v. Blue Cross and Blue Shield of Illinois, 548 U.S. 901 (2006). On remand to the Seventh Circuit, Mike successfully argued that federal preemption and creation of federal common law should not trump state law, which ultimately resulted in the case settling for \$1.5 million in the pending state court case and the class obtaining full recovery of their losses. See Blue Cross Blue Shield v. Cruz, 495 F.3d 510 (7th Cir. 2007). Other notable and reported decisions in this case that Mike was integral in achieving include Blue Cross Blue Shield of Illinois v. Cruz, 2003 WL 22715815 (N.D. Ill. Nov. 17, 2003) (dismissing Blue Cross's federal action attacking plaintiff's state court rights); Doyle v. Blue Cross Blue Shield of Illinois, 149 F.Supp.2d 427 (N.D. Ill. 2001) (remanding insured's complaint to state court); and obtaining class certification and summary judgment for the named plaintiff in the state court class action, despite numerous challenges including a brief and oral argument submitted by the U.S. Department of Justice advocating for federal law trumping plaintiff's state law claims. An illustration of Mike's commitment and tenacity to class members' interests is shown in his further representation of a Blue Cross FEHBA-plan class member, a member of the military, who was denied a right to participate in the settlement because her claim form was submitted late. After a rigorous briefing and oral argument process, Mike prevailed in having her claim allowed, which resulted in an individual payment to her of over \$30,000. See, March 23, 2011 Order allowing Taylor Claim.

Doyle v. Blue Cross Blue Shield of Illinois, 00 CH 14182 (Cir. Ct. Cook County, Ill., Chancery Division) (firm was co-counsel on behalf of ERISA-plan insureds and achieved a \$6.95 million settlement and injunctive relief in 2004 for the class, representing near full recovery of estimated losses; case involved Blue Cross's alleged practice of liening against third-party recoveries obtained by their insureds in excess of what they were entitled to recover).

Primax Recoveries Inc. v. Sevilla, 324 F.3d 544 (7th Cir. 2003). Mike successfully argued to the Seventh Circuit that federal law did not preempt health insured's state law claims seeking application of Illinois' common fund doctrine to insurer's reimbursement lien asserted against insured's third-party recoveries, and that insurer's strategic waiver in state court barred its claims in federal court. *See also* Primax Recoveries, Inc. v. Sevilla, 2002 WL 58816 (N.D. Ill. Jan. 15, 2002) (granting motion to dismiss); Health Cost Controls v. Sevilla, 365 Ill.App.3d 795 (1st Dist. 2006) (reversing denial of class certification). In 2011, after 15 years of litigation, Mike was integral in the firm obtaining full recovery for the class, plus pre- and post-judgment interest, and attorneys' fees from the insurer.

LVNV Funding, Inc. v. Trice, 2011 Ill. App. (1st) 092,773 (Mike was integral in obtaining a modified decision which denied a debt collector's petition for rehearing of an order voiding a default judgment obtained by an unlicensed debt collector; and in having LVNV's petition for leave to appeal to the Illinois Supreme Court denied (Nov. 30, 2011)).

Citibank v. Busuioc, No. 09 CH 49196 (Cir. Ct. Cook County, Ill.) (Mike successfully and extensively briefed and argued a case brought on behalf of homeowners/borrowers who had a mortgage foreclosure pursued against them by an entity who purportedly acquired ownership of the loan through a fraudulent assignment prepared by Lender Processing Services and/or its

subsidiary DocX and who lacked standing to pursue the foreclosure; Mike prevailed on Citibank's motion to dismiss the case pursuant to Illinois' Citizens Participation Act and in getting the petition for leave to appeal voluntarily dismissed).

Stinette v. Fisher & Shapiro, et al., No. 09 CH 19758 (Cir. Ct. Cook County, Ill.) (Mike successfully briefed and argued objections to a competing class's proposed settlement on behalf of debtors against a debt collector brought in federal court solely seeking relatively nominal relief under the FDCPA, but which released all viable non-FDCPA claims.

Activities/Honors/Publications/Memberships

- September 2014 – article published in ISBA's Business & Securities Law Forum Newsletter titled "Dodd-Frank provides incentives and enhanced protections to blow its new, shiny "whistle," but Sarbanes-Oxley's old whistleblower protections may have more luster in certain situations."
- November 2013 – article published in ISBA's Business & Securities Law Forum Newsletter titled "*Amgen* eases securities fraud plaintiffs' burden at class certification, but the dissent invites challenges to the long-standing 'fraud-on-the-market' theory."
- 2012 – Speaker at the 7th Annual Illinois Public Employee Retirement Systems Summit on the topic of Securities Litigation (Identifying and Pursuing Recoverable Losses).
- 2010 – Speaker and Panelist at Chicago Bar Association Seminar “Defending Federal Securities Class Actions” (May 12, 2010)
- 2009 and 2008 – selected as an Illinois Rising Star by Super Lawyer's Magazine
- 2008 – Speaker and Panelist at Best Practices Forum regarding litigation against accounting firms (September 3, 2008)
- 2006 to Present – Pro bono attorney for the Center for Disability and Elder Law; volunteer attorney to low income, disabled and elderly individuals on various legal issues
- 2010 to Present – Pro bono attorney for Chicago Volunteer Legal Services; providing assistance to homeowners facing foreclosure
- Member of CBA, ISBA, ABA, AICPA and ICPAS; member of ISBA's Business & Securities Law Section (June 2012 to present).

Education

Mike earned his J.D. from Chicago-Kent College of Law, December 1998 (w/ Honors) and received Merit Scholarships, Deans List recipient and received CALI Award in Advanced Research – Securities. Mike interned for United States District Court Judge Blanche Manning of

the Northern District of Illinois, Spring 1998. In addition to obtaining his law degree, Mike is a Certified Public Accountant since 1991 (passed entire exam on first attempt).

Donald L. Sawyer joined Keogh Law, LTD. in 2016 after spending nearly a decade in complex commercial litigation with a primary emphasis on antitrust class action cases involving territorial division, price fixing, and other anticompetitive practices. Mr. Sawyer has significant experience working on multifaceted cases representing a wide range of consumers, businesses, and labor unions under both federal and state laws. In matters dealing with U.S. and international antitrust law, Mr. Sawyer also specializes in the preservation, collection, review, production, and negotiation of ESI.

He is a graduate of Emory University's Goizueta Business School, from which he received a Bachelor of Business Administration degree, concentrating his studies in Finance. In 2006, Mr. Sawyer received his law degree from The John Marshall Law School in Chicago. While attending law school, Mr. Sawyer was a board member of The Corporate Law Association. He was admitted to the Illinois State Bar and U.S. District Court, Northern District of Illinois, in 2006. In addition, Mr. Sawyer has been a presenter at the Complex Litigation E-Discovery Forum.

In 2018, Theodore ("Ted") H. Kuyper joined the firm as an associate. Immediately prior to joining Keogh Law, Mr. Kuyper worked at a boutique Chicago law firm representing clients in a range of complex commercial and other litigation, including contract, tort, professional liability, premises and products liability, bad faith and class action, in trial and appellate courts. Previously Mr. Kuyper was an associate at a well-known class action firm where he focused on complex commercial, consumer, class action and other large-scale, high-stakes litigation.

Ted is a 2007 graduate of Washington University and while in law school, Ted was a Judicial Extern for Magistrate Judge Morton Denlow (Ret.).

Exhibit 1

UNITED STATES CONSUMER LAW

ATTORNEY FEE SURVEY REPORT

2015-2016



Ronald L. Burdge, Esq.

**United States Consumer Law
Attorney Fee Survey Report 2015-2016**

Survey Conducted By
and
Survey Report Authored By

Ronald L. Burdge, Esq.
Burdge Law Office Co. L.A.
8250 Washington Village Drive
Dayton, OH 45458-1850
Voice: 937.432.9500
Fax: 937.432.9503

Email: Ron@BurdgeLaw.com



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September 1, 2017

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This publication was created to provide accurate and authoritative information concerning the subject matter covered. The publisher is not engaged in rendering legal or other professional advice and this publication is not a substitute for the advice of an attorney or expert. If you require legal or other expert advice, you should seek the services of a competent attorney or other professional.

Acknowledgments

This work is dedicated to the private and public practice members of the Consumer Law bar and the Judicial officers who decide Consumer Law cases across the United States and its territories, all of whom tirelessly dedicate their careers to helping people find Justice every day in our legal system. Without their support and participation, the research for this publication would not have been possible.

A special thanks is extended to Ira Rheingold, Willard Ogburn, and Jon Sheldon for their constant encouragement of this project since the survey began in 1999. I am also indebted to Edward Boltz for his advice and assistance over the past year. The support, suggestions and comments from countless others over the years have contributed greatly to the result before you.

I am especially grateful to the members of the National Association of Consumer Advocates and the National Association of Consumer Bankruptcy Attorneys and the many friends and supporters of the National Consumer Law Center, and to the Consumer Law bar who participated in the research that formed the foundation of this Survey Report. They are the men and women who tirelessly work in the field of Consumer Law to further the cause of Justice.

Finally, no words could adequately express my thanks to my wife, who guided, supported and encouraged me every day for the decades throughout this work. I could not do what I do, and I would accomplish nothing without her.

Ronald L. Burdge, Esq.
September 1, 2017

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California, Los Angeles - Long Beach - Anaheim

Firm Size	2.5
Median Years in Practice	16.5
Concentration of Practice in Consumer Law	80.1
Primary Practice Area	Consumer Law
Secondary Practice Area	General Practice
Last Time Rate Change Occurred (months)	14.4
Median Number of Paralegals in Firm	2.0
Average Paralegal Rate for All Paralegals	94
Average Attorney Rate for All Attorneys	464
25% Median Attorney Rate for All Attorneys	325
Median Attorney Rate for All Attorneys	450
75% Median Attorney Rate for All Attorneys	600
95% Median Attorney Rate for All Attorneys	725

Median Rate for Practice Areas

	Median
Attorneys Handling Bankruptcy Cases	350
Attorneys Handling Class Action Cases	500
Attorneys Handling Credit Rights Cases	450
Attorneys Handling Mortgage Cases	400
Attorneys Handling Vehicle Cases	475
Attorneys Handling TCPA Cases	450
Attorneys Handling Other Cases	400

LESTER & ASSOCIATES

PATRIC A. LESTER (SBN 220092)

(pl@lesterlaw.com)

5694 Mission Center Road, #385

San Diego, CA 92108

Telephone: (619) 665-3888 / Fax: (314) 241-5777

KEOGH LAW, LTD

TIMOTHY J. SOSTRIN (*admitted pro hac vice*)

(TSostrin@KeoghLaw.com)

55 W. Monroe St., Suite 3390

Chicago, IL 60603

Telephone: (312) 726-1092 / Fax: (312) 726-1093

Attorneys for Plaintiff David Martin

**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

ALICE LEE, et al.,

Plaintiffs,

v.

GLOBAL TEL*LINK
CORPORATION,

Defendant.

Case No. 2:15-cv-02495-ODW-PLA
[consolidated with 2:15-cv-03464-ODW-PLA]

**DECLARATION OF DAVID MARTIN IN SUPPORT OF
MOTION FOR ATTORNEYS' FEES, COSTS, AND
SERVICE AWARD**

DATE: AUGUST 20, 2018
TIME: 1:30 PM
COURTROOM: 350 W. FIRST ST., LOS ANGELES, CA
90012, ROOM 5D

HON. OTIS D. WRIGHT, II
ACTION FILED: DEC. 8, 2014
TRIAL: VACATED

1 I, David Martin, declare:

2 1. I am the named Plaintiff in this action against defendant Global
3 Tel*Link Corporation (“Defendant”). If called as a witness, I would competently
4 testify to the matters asserted herein from personal knowledge. I am filing this
5 declaration in support of the Motion for Attorneys’ Fees, Costs, and Service
6 Award.

7 2. I, through counsel, filed a class action complaint against Defendant on
8 December 5, 2014, asserting a claim under the Telephone Consumer Protection
9 Act (“TCPA”) after I received prerecorded Notification Calls on my cell phone
10 from Defendant advising me that an inmate at a correctional facility was trying to
11 contact me and that I would need to arrange for billing with Defendant if I wanted
12 to receive the inmate’s calls. My complaint alleges that these calls violate the
13 TCPA because they were placed without my prior express consent and did not
14 contain an opt-out mechanism.

15 3. Throughout this litigation, I have endeavored to represent the class to
16 the best of my abilities, and have expended considerable time and effort on the
17 prosecution of this case, including:

18 a. Prior to commencing the litigation, I had extensive discussions
19 with my attorney and investigated the defendant’s industry. I also
20 participated in the drafting of the Complaint.

21 b. I regularly communicated with my attorneys regarding case
22 developments.

23 c. I answered Defendant’s discovery requests and produced
24 responsive documents.

25 d. A appeared for hearing at the District Court on defendant’s
26 motion to change venue.

27 e. I testified at my deposition in San Francisco, CA.
28

1 f. I submitted a declaration in support of the motion for class
2 certification.

3 g. I reviewed the Settlement Agreement and discussed it with my
4 counsel. We discussed the impact of the settlement on the members of the
5 class that I represent

6 h. I submitted a declaration in support of the motion for
7 preliminary approval of the Settlement Agreement.

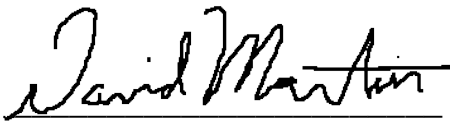
8
9 4. I am respectfully requesting a service award in the amount of \$10,000,
10 or such other amount the Court determines appropriate in light of my efforts
11 related to the action.

12 5. I understand that any such award has to be approved by the Court.

13 6. My support for the settlement agreement is not conditioned upon my
14 ability to seek or ultimately receive a service award.

15
16 I declare under penalty of perjury that the foregoing is true and correct.

17
18 Executed on April 24, 2018 pursuant to the laws of the United States.

19
20
21 
22 _____
23 David Martin