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

JACQUELINE F. IBARRA, an
individual on behalf of herself and all
other similarly situated,

Plaintiff,

vs.

WELLS FARGO BANK, NA.; and
DOES 1 through 50, inclusive,

Defendants.

Case No.: CV 17-04344-PA (ASx)

Judge: Hon. Percy Anderson

**[PROPOSED] ORDER AWARDING
ATTORNEYS' FEES AND COSTS
AND CLASS REPRESENTATIVE
SERVICE AWARD**

Date: July 16, 2018
Time: 1:30 p.m. _
Crtrm: 9A

1 Before the Court is a Motion for Attorneys’ Fees, Reimbursement of Costs, and
2 Incentive Award filed by plaintiff Jacqueline Ibarra (“Plaintiff” or “Ibarra”). Defendant
3 Wells Fargo Bank, N.A. (“Defendant”) does not oppose the motion.

4 **I. FACTUAL & PROCEDURAL BACKGROUND**

5 This is a class action on behalf of 4,481 mortgage brokers for rest break violations
6 under Labor Code § 227.6 and Business & Professions Code §17200 (Docket Nos. 17,
7 18, 50 I.A.2,3).

8 Plaintiff and the members of the class she represents worked for Defendant selling
9 mortgages. In the operative First Amended Complaint (“FAC”), Plaintiff alleged various
10 wage and hour violations under California state law. (FAC ¶¶ 8-15, Docket No. 1-2.)

11 Plaintiff initiated this action on March 17, 2017 in the Los Angeles County
12 Superior Court. (Docket No. 1-1.) The original complaint was filed jointly with another
13 individual, Patricia Barreras, and it named Wells Fargo & Company as defendant. (Id.)
14 On June 5, 2017, Plaintiff filed her FAC, which dismissed some claims and the other
15 named plaintiff, and it asserted claims against Defendant Wells Fargo Bank, N.A. for
16 the first time. On June 12, 2017, Defendant removed the action to this Court. (Docket
17 No. 1.)

18 Pursuant to the parties’ stipulation (Docket No. 17), on July 25, 2017, the Court
19 certified a class, of which Plaintiff is a member, defined as follows:

20
21 All non-exempt employees for Wells Fargo who at any time
22 during the period from March 17, 2013 to August 1, 2017
23 worked for Wells Fargo in California in the job titles of Home
24 Mortgage Consultant, Home Mortgage Consultant, Jr., Private
25 Mortgage Banker, or Private Mortgage Banker, Jr and were
subject to the common compensation plans during this period.
(Docket No. 18.)

26 In that same July 25, 2017 order, and pursuant to the parties’ stipulation, the Court
27 dismissed all claims except Plaintiff’s rest-break claim and the portion of Plaintiff’s UCL
28 claim relating to rest-break violations. (Id.)

1 The parties filed their motions for summary judgment on November 9, 2017.
2 (Def.'s Mot., Docket No. 26; Pl.'s Mot., Docket No. 27.) The parties also filed a list of
3 stipulated facts with various exhibits. (See Stip. Facts, Docket No. 25; Stip. Facts Exs.
4 A-I, Docket No. 25-1.) The parties subsequently filed oppositions to each other's
5 motions and replies for their own motions. (Def.'s Opp'n, Docket No. 29; Pl.'s Opp'n,
6 Docket No. 30; Def.'s Reply, Docket No. 32; Pl.'s Reply, Docket No. 33.)

7 On January 19, 2018, the Court granted Plaintiff's motion for summary as to
8 liability, and denied Defendant's motion. (Docket No. 35.)

9 Thereafter, the parties agreed that "[t]he primary legal dispute will be over how to
10 calculate 'one additional hour at the employees regular rate of compensation for each
11 workday that [a rest] period is not provided,' which are the damages for a rest period
12 violation specified in Labor Code § 226.7(c)." (Docket No. 38 at 2, and No. 50 at
13 (I)(A)(5)). If Defendant's position applied to determine damages, the resulting aggregate
14 class-wide damages would have been \$24,472,114.36. (Docket No. 50 at (I)(C)(10). If
15 Plaintiff's position applied, the resulting damages would be \$97,284,817.91. (Docket
16 No. 50 at (I)(C)(11). Defendant further contended that work shifts of 961 class members
17 did not generate any damages, resulting in class-wide damages figures that would be
18 reduced to either \$22,622,807.27 or \$95,435,510.81, depending on whether Defendant's
19 legal theory or Plaintiff's legal theory for how to calculate damages is adopted. (Docket
20 No. 50 at (I)(C)(12).)

21 On May 8, 2018, the Certified Class was awarded \$97,284,817.91 in damages,
22 and judgment was entered in their favor in that amount. (Docket Nos. 50-51.) On May
23 15, 2018, Defendant appealed the Court's Orders and Judgment. (Ninth Circuit Court of
24 Appeal Case No. 18-55626.)

25 Plaintiffs now seek approval of attorneys' fees, litigation costs, and incentive awards.

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II. ATTORNEYS' FEES AND LITIGATION EXPENSES

A. Attorneys' Fees

The Court is obligated to conduct a careful review of the reasonableness of the requested attorney's fees and costs. See In re Washington Public Power Supply System Sec. Litig., 19 F.3d 1291, 1302 (9th Cir. 1994) ("Because in common fund cases the relationship between plaintiffs and their attorneys turns adversarial at the fee-setting stage, courts have stressed that when awarding attorneys' fees from a common fund, the district court must assume the role of fiduciary for the class plaintiffs."). Plaintiff seeks \$24,321,204 in attorneys' fees. This constitutes 25% of the common fund judgment obtained for the Class.

In common fund cases, "where the settlement or award creates a large fund for distribution to the class, the district court has discretion to use either a percentage or lodestar method." Hanlon v. Chrysler Corp., 150 F.3d 1011, 1029 (9th Cir. 1998). "The percentage method means that the court simply awards the attorneys a percentage of the fund sufficient to provide class counsel with a reasonable fee." Id. "Because the benefit to the class is easily quantified in common-fund settlements, we have allowed courts to award attorneys a percentage of the common fund in lieu of the often more time-consuming task of calculating the lodestar." In Re Bluetooth Headset Prods. Liab. Litig., 654 F.3d 935, 942 (9th Cir. 2011). Applying this calculation method, courts typically calculate 25% of the fund as the "benchmark" for a reasonable fee award, providing adequate explanation in the record of any "special circumstances" justifying a departure. Id. "Relevant circumstances" or factors recognized by the Ninth Circuit are the following: (i) the results obtained for the class, including whether counsel's performance generated benefits beyond the cash settlement fund; (ii) the risk undertaken by counsel; (iii) the skill required and the quality of work; (iv) the contingent nature of the fee; and (v) the market rate, awards in similar cases. Vizcaino v. Microsoft Corp., 290 F. 3d 1043, 1048-1050 (9th Cir. 2002). Class Counsel argues that in light of the results obtained; contingent risk involved; complexity of issues; and Class Counsel's skill, and effort

1 expended, 25% of the Class Fund is a reasonable fee in this case. (Attorneys' Fees Mot.
2 3-16.)

3
4 **1. A 25% Fee Is Justified by The Exceptional Results.**

5 The “benefit obtained for the class” is the “foremost” consideration in determining
6 the appropriate fee in a common fund case. In re Bluetooth, supra, 654 F.3d at 942.

7 Here, Class counsel achieved extraordinary results for the Class Members. Class
8 counsel litigated this matter through judgment and recovered 100% of the value of the
9 case, the maximum amount possible. The amount recovered was not simply a result of
10 the size of the class, but was directly attributable to Class counsel prevailing through
11 their damages theory at trial, which increased the Class award by 4.3 times the amount
12 asserted by Wells Fargo, and resulted in an additional \$74,662,0101.90 to the Class
13 (Dckt No. 50, at I.c.12). This action also obtained significant additional benefits not
14 included in the judgment. (Stevens Decl., ¶¶20, and 21). Defendant changed its pay
15 plan on April 1, 2018, following the judgment in this case, so that pay for rest break time
16 “will not be taken into account” when Wells Fargo deducts hourly advances from
17 commissions. Id. This change addresses and stops the larger issue of Wells Fargo not
18 paying for rest break time, and affects all current and future Wells Fargo HMCs. Id.
19 When extrapolated into the future, this additional relief will equal and eventually exceed
20 the value of the common fund. Id. Based thereon, Class counsel’s fee request, although
21 25% of the common fund, is essentially 12.5%, or less, than the total benefits created.
22 Class counsel cites to numerous cases and studies that indicate the results in this action
23 far exceed the majority of wage and hour class actions. (Attorneys’ Fee Mot., p.6-8.)
24 (Stevens Decl., ¶¶22-26).

25 In short, Class Members and future employees of Defendant have benefited and
26 will benefit as a result of Class counsel’s work in this litigation. This factor supports
27 Class Counsel’s fee request.

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1 **2. The Case Carried Substantial Risks.**

2 The litigation involved two small law firms versus a superior resourced and
3 historically litigious Defendant represented by highly skilled counsel from a large,
4 national law firm. Defendant denied each of Plaintiff's allegations, contested liability
5 and damages, and raised a vigorous defense all the way through trial, and now continuing
6 through appeals. Wells Fargo filed a summary judgment motion as to the Classwide
7 claims, a substantial risk to Class claims that had to be overcome. In addition, the proper
8 calculation of damages was unsettled, but the majority of existing precedent was against
9 Class counsels' position. Class counsel faced a substantial risk of receiving over four
10 times less than what was ordered. Each of these risks existed and had to be overcome.
11 Moreover, Plaintiffs and Class counsel continue to face the risk of Defendant's appeal.
12 This factor, therefore, supports Class counsels' request.

13
14 **3. The Quality, Skill and Efficiency of Class Counsel.**

15 Class Counsel litigated this matter through trial and judgment and achieved an
16 excellent result in significantly less than typical time for a class action. This case was
17 filed on March 17, 2017, the named Defendant was added to the action on June 5, 2017,
18 and the case was removed to federal court on June 12, 2017. It proceeded through
19 discovery, class certification, summary judgment on liability, and trial and judgment on
20 damages, all in less than a year from the time the Defendant was added and the case
21 removed to federal court in June 2017. The speed, efficiency and effectiveness with
22 which this case was prosecuted, and the fact that Class counsel prevailed on each issue
23 further evidences the exceptional quality and skill of class counsel's work and supports
24 class counsels' fee request.

25
26 **4. The Contingent Nature of the Fee.**

27 Class counsel prosecuted this case on a purely contingent fee basis, advancing all
28 attorney time and costs, and risking recovering nothing. (Stevens Decl., ¶¶ 14-18).

1 Moreover, the risk still exists, as Wells Fargo is appealing. Thus, the contingent nature
2 of Class counsel’s representation supports the benchmark fee award.

3
4 **5. The 25% Benchmark Is Fair And Reasonable To The Absent Class**
5 **Members.**

6 Individual class member recoveries are substantial and significantly greater than
7 the average recovery in a wage and hour action. (Attorneys’ Fee Mot. 11-12). In an
8 individual contingency case with such a recovery, 25% is at or below the market rate a
9 class member would expect to pay. Vizcaino, supra, 290 F.3d at 1049. This factor,
10 therefore, supports Class counsels’ request.

11
12 **6. Comparison to Awards in Other Cases Demonstrates the**
13 **Fee Requested is Reasonable.**

14 Class Counsel cites numerous cases in district courts and the Ninth Circuit that
15 have found 25% to be a reasonable fee in class action common funds of similar size.
16 (See Attorneys' Fees Mot. 13-14.). This factor, therefore, supports Class counsels’
17 request.

18
19 **7. Lodestar Cross Check**

20 The Ninth Circuit has held that the Court may, but is not required, to engage in a
21 lodestar “cross-check” when awarding a fee as a percentage of a common fund.
22 Vizcaino, 290 F.3d at 1050-51. The California Supreme Court has held similarly.
23 Laffitte v. Robert Half Intern. Inc., 1 Cal.5th 480, 506 (2016). The lodestar method can
24 confirm that a percentage of recovery is reasonable and does not award counsel “windfall
25 profits.” In re Bluetooth, supra, 654 F.3d at 942 (quoting In re GMC Pick-Up Truck Fuel
26 Tank Prods. Liab. Litig., 55 F.3d 768, 820 (3d Cir. 1995)). The Ninth Circuit has
27 explained that “windfall profits” are predicated on the circumstance where the size of
28 the common fund was merely a result of class size, not counsel’s efforts. In re Bluetooth,

1 supra, 654 F.3d at 942 (quoting In re Prudential Ins. Co., supra, 148 F.3d at 339)(“basis
2 for [the] inverse relationship between size of fund and percentage awarded for fees is
3 that in many instances the increase in recovery is merely a factor of the size of the class
4 and has no direct relationship to the efforts of counsel.”) In contrast to the use of the
5 lodestar method as a primary tool for setting a fee award, “[t]he lodestar ‘cross-check’
6 need not be as exhaustive as a pure lodestar calculation” because it only “serves as a
7 point of comparison by which to assess the reasonableness of a percentage award.”
8 Fernandez v. Victoria Secret Stores, LLC, 2008 WL 8150856, *14 (C.D. Cal. 2008).

9 The Ninth Circuit has adopted twelve factors a Court should consider in assessing
10 a fee request under the lodestar analysis, known as the “Kerr factors.” Hanlon v. Chrysler
11 Corp., 150 F.3d at 1029. (citing Kerr v. Screen Extras Guild, Inc., 526 F.2d 67, 70 (9th
12 Cir.1975)). These include: (1) the time and labor required; (2) the novelty and difficulty
13 of the questions involved; (3) the skill requisite to perform the legal service properly; (4)
14 the preclusion of other employment by the attorney due to acceptance of the case; (5)
15 the customary fee; (6) whether the fee is fixed or contingent; (7) time limitations imposed
16 by the client or the circumstances; (8) the amount involved and the results obtained; (9)
17 the experience, reputation, and ability of the attorneys; (10) the ‘undesirability’ of the
18 case; (11) the nature and length of the professional relationship with the client; and (12)
19 awards in similar cases. Kerr, supra, 526 F.2d at 70. “The lodestar calculation, when
20 used in this manner, does not override the trial court's primary determination of the fee
21 as a percentage of the common fund and thus does not impose an absolute maximum or
22 minimum on the potential fee award.” Laffitte, supra, 1 Cal.5th at 505. Under California
23 law, a percentage calculation may be used to determine a lodestar multiplier and at an
24 amount counsel would otherwise have obtained under a contingency fee contract found
25 in the marketplace. Lealao v. Beneficial California, Inc., 82 Cal.App.4th 19, 45 (2000);
26 Laffitte, supra, 1 Cal.5th at 502. “[E]mpirical studies show that, regardless whether the
27 percentage method or the lodestar method is used, fee awards in class actions average

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1 around one-third of the recovery.” Chavez v. Netflix, Inc. 162 Cal. App. 4th 43, 63
2 (2008).

3 Here, according to Class Counsel's stated rates and hours worked, the lodestar
4 calculation is approximately \$1,304,944.00. (See Attorneys' Fees Mot. 19.). The Class
5 was represented by two firms: Stevens, L.C., and Haffner Law, P.C. Between the two
6 firms, four (4) attorneys have spent 1772.5 hours working on this case since its inception
7 14 months ago. (See Stevens Decl. ¶28.)⁷ Each of these attorneys has a rate of between
8 \$350 and \$775 per hour. (Stevens Decl. ¶28; Haffner Decl. ¶15). A paralegal is listed
9 with the rate of \$175 with a total of 18 hours committed to this case. (See Stevens Decl.
10 ¶28.)

11 Class Counsel indicates that the lodestar does not take into account the substantial
12 future work that will occur. In this case, the future work includes litigating the appeal
13 of the liability and damages issues, an appeal which Wells Fargo has already filed. (See
14 Attorneys' Fees Mot. 21.)(Stevens Decl. ¶30-32). In addition, Class Counsel will spend
15 additional time implementing and supervising the judgement and guiding the Class
16 Members through a claims process. (Id.)

17 Here, Class counsel estimates that the amount of time that will be spent on the
18 appeal and post appeal class administration work may require 650 to 2,750 additional
19 hours. (See Stevens Decl. ¶ 36, 37). Incorporating the estimated appellate work and
20 time into the analysis would increase Class Counsel's lodestar to between approximately
21 \$1,792,444.00 to \$3,367,444.00. (See Stevens Decl. ¶36, 37.) Under such consideration,
22 it would effectively result in a multiplier between 7.2 to 13.5 to reach the 25%
23 benchmark request. (See Stevens Decl. ¶37.)

24 While the multiplier may be higher than the average, Class Counsel obtained a
25 higher than average result in significantly less than average time, and cites to cases where
26 higher than average multipliers have been awarded. (See Attorneys' Fees Mot. 22-23.).
27 A larger multiplier would thus be the function of Class counsel being more effective than
28 typical and properly aligning Class Counsel's time with the results.

1 Finally, the Ninth Circuit has held that the Court may, but is not required, to
2 engage in a lodestar “cross-check” when awarding a fee as a percentage of a common
3 fund. Vizcaino, 290 F.3d at 1050-51. Indeed, California federal courts have expressly
4 held that “[a] lodestar cross-check is not required in this circuit.” Craft v. County of San
5 Bernadino, 624 F.Supp.2d 1113, 1122 (C.D. Cal. 2008). Multiple other cases from this
6 Circuit have held the same. See Ladore v. Ecolab, Inc., 2013 WL 12246339, *11 (C.D.
7 Cal. 2013) (Consideration of the foregoing factors strongly supports plaintiffs' request
8 for attorney’s fees in the amount of 28% of the common fund. Therefore, the court is
9 satisfied that a lodestar “cross-check” is not required). Lopez v. Youngblood, 2011 WL
10 10483569, *14 (E.D.Cal. 2011) (“[a] lodestar cross-check is not required in this circuit,
11 and in a case such as this, is not a useful reference point”); Glass v. UBS Financial
12 Services, Inc., 2007 WL 221862, at *15 (N.D. Cal. 2007) (“The Ninth Circuit has held
13 that the Court may, but is not required to, compare the lodestar and the 25% benchmark
14 to determine if the 25% benchmark results in an inappropriately high or low fee”).

15 Considering the results achieved, the time expended, the risk of litigation, the skill
16 required, the quality of work, the contingent nature of the fee, the financial burden
17 carried by Class Counsel, and awards made in similar cases, the Court finds that the
18 requested attorneys’ fee award is reasonable. The Court therefore grants Class counsel’s
19 request for \$24,321,204 in attorneys’ fees to be awarded from the Common Fund.

20 21 **B. Litigation Costs**

22 Plaintiff requests \$62,214.50 in litigation costs. "Reasonable costs and expenses
23 incurred by an attorney who creates or preserves a common fund are reimbursed
24 proportionately by those class members who benefit by the settlement." In re Media
25 Vision Tech. Sec. Litig., 913 F. Supp. 1362, 1366 (N.D. Cal. 1996). However, an
26 expense that should be considered part of the attorneys' overhead, and therefore included
27 within an award of attorneys' fees, should not be characterized as a litigation expense

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1 and recovered as a cost item. Id . ("An award of out-of-pocket expenses should be limited
2 to those expenses customarily billed to a fee-paying client.").

3 Class Counsel has filed a declaration itemizing the costs sought as follows: \$1,233.63
4 in filing fees; \$11,750.00 for mediation; \$41,994.50 for expert data analysis; \$2,902.92
5 for service of class notice; and \$4,813.34 for travel. (Stevens Decl., ¶40).

6 The Court determines the requested litigation costs are reasonable. Accordingly, the
7 Court awards \$62,214.50 in litigation costs.

8 9 **III. PLAINTIFF'S INCENTIVE AWARD**

10 Plaintiff also requests an incentive award of \$100,000.00 for class representative
11 Jacqueline Ibarra. Class representatives are eligible for reasonable incentive payments.
12 See Staton v. Boeing Co., 327 F.3d 938, 977 (9th Cir. 2003); Rodriguez v. W. Publ'g
13 Corp., 563 F.3d 948, 958-59 (9th Cir. 2009). However, the district court must evaluate
14 such awards individually to detect "excessive payments to named class members" that
15 may indicate that "the agreement was [*10] reached through fraud or collusion." Id. at
16 975; Radcliffe v. Experian Info. Sols., Inc., 715 F.3d 1157, 1164 (9th Cir. 2013) ("We
17 once again reiterate that district courts must be vigilant in scrutinizing all incentive
18 awards to determine whether they destroy the adequacy of the class representatives.").
19 Courts may consider the following criteria in determining whether to make an incentive
20 award: (1) the risk to the class representative in commencing suit, both financial and
21 otherwise; (2) the notoriety and personal difficulties encountered by the class
22 representative; (3) the amount of time and effort spent by the class representative; (4)
23 the duration of the litigation; and (5) the personal benefit enjoyed by the class
24 representative as a result of the litigation. Van Vranken v. Atl. Richfield Co., 901 F.
25 Supp. 294, 299 (N.D. Cal. 1995). "Incentive awards are particularly appropriate in wage-
26 and-hour actions where plaintiffs undertake a significant 'reputational risk' by bringing
27 suit against their former employers." Bellinghausen v. Tractor Supply Co., 306 F.R.D.
28 245, 267 (N.D.Cal. 2015).

1 As set forth in the Declaration of Class Counsel and the named plaintiff,
2 Jacqueline Ibarra, Ms. Ibarra is the sole named plaintiff in this action. Ms. Ibarra risked
3 significant reputational damage by initiating this action. Class Counsel spoke to several
4 class members who applauded Ms. Ibarra for bringing this action and stated they would
5 not have done so. (See Stevens Decl., ¶42). Notably, Ms. Ibarra also actively assisted
6 counsel in this action, including conferences with counsel, assisting in the preparation
7 of discovery responses, encouraging current and former co-workers to speak with
8 counsel, providing declarations, sitting for depositions, and preparing for trial. (Ibarra
9 Decl., ¶¶7-15.) Ms. Ibarra's declaration shows a high level of involvement. Moreover,
10 Ms. Ibarra was also instrumental in the result achieved. (See Stevens Decl., ¶¶44).

11 The requested award of \$100,000.00 for the Class representative constitutes one
12 tenth of one percent of the common fund amount. Here, Plaintiff has been involved in
13 the litigation of this dispute since seeking legal counsel over a year and a half ago. (Ibarra
14 Decl., ¶¶7-15.) Plaintiff attests that she has spent more than 100 hours on this case. (Id.
15 at ¶15.) During this time, Plaintiff has discussed Defendants' policies, procedures, and
16 practices for calculating hours worked with Class Counsel; gathered and produced
17 documents; responded to Class Counsel's communications; attended mediation; and
18 discussed the Settlement Agreement with Counsel. (See id. at ¶ 7-15). Plaintiff believes
19 that serving as a named plaintiff against her former employer could cause her to face
20 repercussions from future employers. (See Id. at ¶ 8.) In addition, Plaintiff faced a risk
21 of liability for litigation costs if the suit were unsuccessful. (See Id. at ¶5). Based on
22 these facts, the Court finds an incentive award of \$100,000.00 reasonable.

23 24 **IV. CONCLUSION**

25 For the foregoing reasons, the Court grants Class Counsels' Motion for Award of
26 Attorneys' Fees and awards \$24,321,204 in attorney fees and \$62,214.50 in costs to be
27 paid from the common fund. Additionally, the Court grants Plaintiff's Motion for an
28 Incentive Award in the amount of \$100,000.00 to be paid from the common fund.

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2 IT IS SO ORDERED.

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4 **JUDGEMENT**

5 Pursuant to the Motion for Attorneys' Fees and Costs,

6 IT IS HEREBY ORDERED, ADJUDGED, AND DECREED that:

7 1. The Court approves payment of reasonable attorneys' fees to Class Counsel in the
8 amount of Twenty-Four Million, Three Hundred Twenty-One Thousand, Two Hundred
9 and Four Dollars and Zero Cents (\$24,321,204.00) and costs in the amount of Sixty Two
10 Thousand Two Hundred Fourteen Dollars and Fifty Cents (\$62,214.50), to be paid from
11 the common fund, to be distributed as follows: Twelve Million One Hundred Sixty
12 Thousand Six Hundred and Two Dollars (\$12,160,602) attorney's fees and Thirty One
13 Thousand One Hundred Seven Dollars and Twenty Five Cents (\$31,107.25) for costs to
14 Stevens, LC; Twelve Million One Hundred Sixty Thousand Six Hundred and Two
15 Dollars (\$12,160,602) attorney's fees and Thirty One Thousand One Hundred Seven
16 Dollars and Twenty Five Cents (\$31,107.25) for costs to Haffner Law PC.

17 2. The Court approves the payment of a class representative enhancement award to
18 the Class Representative in the amount of One Hundred Thousand Dollars and Zero
19 Cents (\$100,000.00), to be paid from the common fund.

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23 DATED: _____

By: _____
HONORABLE PERCY ANDERSON
UNITED STATES DISTRICT JUDGE

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