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**UNITED STATES DISTRICT COURT**

**SOUTHERN DISTRICT OF CALIFORNIA**

LINDA SANDERS on behalf of herself,  
and all others similarly situated,

Plaintiff,

v.

RBS CITIZENS, N.A.

Defendant.

CASE NO. 13-cv-3136 BAS (RBB)

CLASS ACTION

**DECLARATION OF DOUGLAS J.  
CAMPION IN SUPPORT OF MOTION  
FOR ATTORNEYS' FEES, COSTS AND  
INCENTIVE PAYMENT FOR  
CLASS REPRESENTATIVE**

Date: January 23, 2017

Time: 10:30 a.m.

Ctrm: 4B

Judge: Hon. Cynthia A. Bashant

1 I, Douglas J. Campion, declare:

- 2 1. I am one of the attorneys for the Plaintiff Linda Sanders (“Sanders” or “Plaintiff”)  
3 in this action (“Action”). I submit this declaration in support of Plaintiff’s Motion  
4 for Attorneys’ Fees and Costs and For Incentive Payment to be heard concurrently  
5 with the Final Approval Motion. I am licensed to practice law in California and  
6 before this Court as well as all federal courts in this state. If called as a witness, I  
7 would competently testify to the matters herein from personal knowledge, except  
8 where expressly noted otherwise.
- 9 2. I am the owner of the Law Offices of Douglas J. Campion, APC, and a member in  
10 good standing of the bar of the State of California. My firm was one of the firms  
11 appointed Co-Lead Counsel by the Court in granting Preliminary Approval of this  
12 Settlement. ECF No. 107 at 20.
- 13 3. I submit this declaration in support of Plaintiff’s Motion for Attorneys’ Fees and  
14 Costs and for Incentive Award in which Plaintiff seeks to have the Court approve  
15 attorneys’ fees in the amount of \$1,137,816.87 as negotiated in the Settlement  
16 Agreement, subject to Court approval. That fee is based on the Ninth Circuit’s  
17 benchmark of 25% of the common fund, which here is \$4,551,267.50. Defendant  
18 agrees not to oppose any award up to that amount. That represents a multiplier of  
19 1.99. In addition, by this motion we seek to be reimbursed for our costs expended  
20 in the litigation in the amount of \$17,693.46. *See* Settlement Agreement filed with  
21 the Preliminary Approval Motion, ECF No. 281-3, Exhibit 1 at Section 6.01.  
22 Furthermore, there have been no objections to the settlement through the date of  
23 this filing, October 14, 2016, with over three weeks to the objections deadline. If  
24 objections to the fees and costs are received, we will so advise the Court prior to  
25 the hearing. Therefore, based on the authority supporting such an award for  
26 attorneys’ fees and costs, the experience and efforts of Class Counsel as set forth  
27  
28

1 herein, and the Class Representative's efforts, I respectfully request that the Court  
2 enter the relief requested.

3 **Class Counsel's Experience**

4 4. The Law Offices of Douglas J. Campion, APC has been confirmed as one of two  
5 firms acting as Class Counsel for purposes of this action and proceeding with the  
6 settlement. I am the only principal and only attorney in my law firm. I was  
7 admitted to the State Bar of California in 1977 and have been a member in good  
8 standing since that time. Since my admission, I have been engaged in litigation and  
9 I have had extensive experience in business litigation prior to working in the class  
10 action field. In 1989, I joined the San Diego office of a Philadelphia law firm,  
11 Barrack, Rodos & Bacine. Our office engaged in class and derivative litigation  
12 exclusively, primarily specializing in plaintiff's class action securities cases. I  
13 resigned from the firm in 1996. Barrack, Rodos & Bacine was often co-counsel  
14 with Milberg Weiss Bershad Hynes & Lerach in class actions and litigated the  
15 same types of cases.  
16

17 5. I feel my experience both in other firms and with my own firm for the past fifteen  
18 years supports my request for attorney's fees. A few examples of the cases my prior  
19 firm litigated, separately or with co-counsel, and in which I actively participated,  
20 are as follows:

- 21 a. The Michael Milken - Drexel securities litigation, with a joint recovery for all  
22 plaintiffs of more than a billion dollars;
- 23 b. The savings and loan securities and derivative litigation of the early 1990's,  
24 in which I represented or litigated against California Federal, Far West  
25 Financial, Financial Corporation of Santa Barbara, Imperial Savings, and  
26 others;
- 27 c. Defense contractor over-billing cases, including Lockheed, General  
28

1 Dynamics, and Rockwell International;

2 d. A number of health care provider cases including National Health  
3 Laboratories;

4 e. National Medical Enterprises, ICN Pharmaceuticals, and Pfizer;

5 f. Cases against insurance companies including Blue Cross of California, and  
6 First Executive Life and its progeny; and

7 g. Many other class and derivative actions including L.A. Gear, Countrywide  
8 Trucking, and Glen Ivy timeshares, among others.

9  
10 6. I have also been lead or co-lead counsel in many other class actions or Business &  
11 Professions Code representative actions since I opened my own office over fifteen  
12 years ago. Most of those are consumer-related cases. Some other class or 17200  
13 representative actions in which I was lead or co-lead counsel since I opened my  
14 own office in 2001 are the following:

15 a. Gonzalez, et. al., v. Science Applications International Corporation, et. al. (state  
16 court);

17 b. Warner, et al. v. Computer Education Institute, et al. (state court),

18 c. Smith v. Microskills (state court);

19 d. Russell, et al., v. DAT, Inc. dba Laptop Training Solutions (state court);

20 e. Jared Smith v. Independent Capital Management, Inc., et al. (state court);

21 f. Ortman and Opyrchal, et al., v. New York Life (federal court);

22 g. Bowersox v. Laboratory Corporation of America (state court);

23 h. O'Neal v. NCO Financial Systems, Inc. (federal court);

24 i. In Re Brocade Derivative Litigation (state court);

25 j. Kryptonite Locks Coordinated Litigation (state court);

26 k. Rodriquez v. Yum Yum Donut Shops, Inc. (state court);

27 l. Arnn, et al., v. West Coast Aquarium Industries, Inc. (state court);  
28

- 1 m. Grant v. American Agencies, Inc. (federal court);
- 2 n. Rogers v. Whitney Education Group (state court);
- 3 o. Khosorabi v. Nmih Shore Agency, Inc. (federal court);
- 4 p. Goins v. Checks Cashed for Less, Inc., et al. (state court);
- 5 q. Fanciullo v. CompuCredit dba Aspire VISA (federal court);
- 6 r. Kight v. Eskanos & Adler, P.C. (federal court);
- 7 s. Gulzynski v. Fidelity Title (federal court);
- 8 t. Kight v. CashCall (state court);
- 9 u. Grannan v. Direct Electronics, Inc. (state court);
- 10 v. Bellows v. NCO Financial, Inc. (federal court);
- 11 w. Adams v. AllianceOne, Inc. (federal court);
- 12 x. American Apparel, Inc. Derivative Litigation (federal court);
- 13 y. Arthur v. Sallie Mae (federal court);
- 14 z. Meeks v. CreditWest, et. al. (state court);
- 15 aa. Shirdel v. Access Group, Inc. (federal court);
- 16 bb. Malta v. Wells Fargo (federal court);
- 17 cc. Robinson v. Midland Funding, LLC (federal court);
- 18 dd. Bennett v. Discover Bank (federal court);
- 19 ee. Dominici v. Wells Fargo (federal court);
- 20 ff. Hurtado v. Progressive Financial Services (federal court);
- 21 gg. Galbraith v. Resurgent (federal court);
- 22 hh. Rose v. Bank of America (federal court);
- 23 ii. Underwood v. San Diego Flight Training, Inc. (state court);
- 24 jj. In Re Jiffy Lube Multi-District Litigation (federal court).
- 25
- 26 kk. Sojka, et. al. v. Direct Buy, Inc.
- 27 ll. Johnson v. Bennett Law
- 28

- 1 mm. Hoffman v. Bank of America  
 2 nn. Becerra v. National Recovery Solutions, LLC  
 3 oo. Dailey v. John D. Bonewicz, PC  
 4 pp. Burge v. Pinnacle Financial Group, Inc.  
 5 qq. Blair v. CBE Group

6 7. I have also had several state court appellate court opinions published in which our  
 7 side prevailed and for which I was counsel of record and responsible for the  
 8 appellate work. Those include *CashCall, Inc. v. Superior Court* (“*CashCall I*”)  
 9 (2008) 159 Cal. App. 4th 273; *Smith v. Microskills San Diego L.P.* (2007) 153  
 10 Cal. App. 4th 892; and *Kight v. CashCall* (2011) 200 Cal. App. 4th 1377  
 11 (“*CashCall II*”). The *CashCall I* case expanded the rights of putative class  
 12 members to obtain pre-certification class member discovery to substitute a new  
 13 class representative, even when the named plaintiffs had no standing to initially  
 14 bring the action. In the *Microskills* case, the Court of Appeal limited the ability of  
 15 the defendant vocational school, a third party to an arbitration agreement between  
 16 the plaintiff student and the student loan lender, to compel a plaintiff to arbitrate  
 17 their case against the school. The *CashCall II* case reversed summary adjudication  
 18 and set forth new law in the field of privacy rights, including eavesdropping.  
 19

20 **EXPERIENCE RELEVANT TO THE TELEPHONE CONSUMER PROTECTION ACT**

21 8. I have filed and litigated many other class actions based on the Telephone  
 22 Consumer Protection Act in the past seven years. I have been lead counsel, liaison  
 23 counsel or class counsel in the TCPA cases obtaining the largest monetary and  
 24 non-monetary settlements to date. As detailed below, those include *Rose v. Bank of*  
 25 *America Corporation, et al.*, 11-CV-02390-EJD (N.D. Cal 2014), settled in excess  
 26 of \$32,000,000; the *Malta v. Wells Fargo* mortgage and auto loan robocalling case,  
 27 settled in excess of \$17,000,000; *Arthur v. Sallie Mae*, settled in excess of  
 28

1       \$24,000,000; *In Re Jiffy Lube*, settled for certificates/cash, with the certificates  
2       valued over \$40,000,000 in value, with a reduced cash value if redeemed for cash;  
3       and the *Adams v. AllianceOne* case, with a settlement of more than \$9,000,000.

4       9. The following is a partial list of the TCPA class actions which I am or have been  
5       personally involved in:

6       a. *In Re Jiffy Lube Int'l, Inc. Text Spam Litigation*, MDL Case No. 2261,  
7       Master Case No. 3:11-MD-02261 – JM- JMA (liaison counsel) (largest combined  
8       monetary and certificate for services case to date, approx. \$45,000,000 value);

9       b. *Rose v. Bank of America Corporation, et al.*, 11-CV-02390-EJD (N.D. Cal  
10       2014)(Nationwide TCPA class settlement providing class relief to over 6.9 million  
11       class members, which created a common fund in the amount in excess of \$32  
12       million dollars);

13       c. *Bellows v. NCO Financial Systems, Inc.*, 07-CV-01413 W(AJB) (S.D. Cal)  
14       (One of the first class action settlements under the TCPA in the nation; served as  
15       co-lead counsel; final approval granted in 2009);

16       d. *Adams v. AllianceOne, Inc.*, 08-CV-0248 JAH (S.D. Cal) (Nationwide  
17       TCPA class settlement providing class relief of \$40 per claiming class member  
18       resulting in over \$2,500,000 paid to claiming class members; final approval  
19       granted in 2013);

20       e. *Lemieux v. Global Credit & Collection Corp.*, 08-CV-1012 IEG(POR) (S.D.  
21       Cal.)(Co-lead counsel on a national TCPA class settlement providing class  
22       recovery in the amount of \$70 for each claiming class member; final approval  
23       granted in 2011);

24       f. *Malta, et al. v. Wells Fargo Home Mortgage, et al.*, 10-CV-1290  
25       IEG(BLM)(Served as co-lead counsel for a settlement class of borrowers in  
26       connection with residential or automotive loans and violations of the TCPA in  
27       28

1 attempts to collect on those accounts; obtained a common settlement fund in the  
2 amount of \$17,100,000 which was the second largest TCPA settlement at the time,  
3 second only to the *Sallie Mae* settlement; final approval granted in 2013);

4 g. *Connor v. JPMorgan Chase Bank, et al.*, 10-CV-1284 GPC(BGS) (S.D.  
5 Cal.)(Currently serving as co-lead counsel for the settlement class of borrowers in  
6 connection with residential loans and TCPA violations stemming from the  
7 collection of those accounts); has turned into a bifurcated proceeding with a  
8 settlement of more than \$12,000,000, final approval pending);

9 h. *Franklin v. Wells Fargo Bank, N.A.*, 14cv2349-MMA-BGS (S.D.Cal.)  
10 (Counsel for Plaintiff in connection with TCPA violations arising from credit card  
11 loans, resulting in a settlement of \$13,859,103.80);

12 i. *In Re: Midland Credit Management, Inc., Telephone Consumer Protection*  
13 *Act Litigation*, 11-md-2286 MMA(MDD) (S.D. Cal.) (Co-lead counsel) (Counsel  
14 for a Plaintiff in the lead action, prior to the action being recategorized through the  
15 multi-district litigation process; Final Approval hearing on Sept. 30, 2016, final  
16 approval of settlement and fees indicated, order pending);

17 j. *In Re: Portfolio Recovery Associates, LLC Telephone Consumer Protection*  
18 *Act Litigation*, 11-md-02295-JAH(BGS) (Counsel for a Plaintiff in the lead action,  
19 appointed liaison counsel in the multi-district litigation process, case still  
20 proceeding in the MDL litigation and settlement process);

21 k. *Arthur v. SLM Corporation*, 10-CV-00198 JLR (W.D. Wash.)(Nationwide  
22 settlement achieving the then-largest monetary settlement in the history of the  
23 TCPA: \$24,115,000; final approval granted in 2012);

24 l. *Wilkins v. HSBC Bank Nevada, N.A.*, Case No. 1:14-cv-190 (N. D. Ill.)  
25 (One of Class Counsel firms, obtained final approval of \$39,975,000 settlement,  
26 one of the largest TCPA settlements to date);  
27  
28



1 m. *Lo v. Oxnard European Motors, LLC, et al.*, 11-CV-1009-JLS-MDD (S.D.  
2 Cal.)(Achieving one of the highest class member payouts in a TCPA action of  
3 \$1,331.25; final approval granted in 2012);

4 n. *Sarabri v. Weltman, Weinberg & Reis Co., L.P.A.*, 10-01777-AJB-NLS  
5 (S.D. Cal.)(Approved as co-lead counsel and worked to obtain a national TCPA  
6 class settlement where claiming class members each received payment in the  
7 amount of \$70.00; final approval granted in 2013);

8 o. *Robbins, et al. v. Coca Cola Co.*, Case No. 13-cv-00132 – IEG –NLS (S.D.  
9 Cal.) (Decision often cited on pleading standards on motions to dismiss in TCPA  
10 actions);

11 p. *Maier v. JC Penney*, Case No. 13cv0163 IEG (DHB) (S.D. Cal.)  
12 (Favorable ruling obtained on requirements for pleading the use of an automatic  
13 telephone dialing system; also obtained a separate ruling rejecting the application  
14 of Rule 68 offers in the Ninth Circuit).

15  
16 10. The cases listed above which have settled have resulted in the creation of  
17 combined common funds to class members in the tens of millions of dollars. I am  
18 proud of my record in the above cases that resulted in substantial settlements for  
19 consumers.

20 **Overview of The Firm’s Efforts in this Action & Contingent Nature of Action**

21 11. For sake of brevity, I will defer to the Declaration of Ronald A. Marron in Support  
22 of Motion for Attorneys’ Fees, Costs and Incentive Payments (“Marron Fee  
23 Decl.”) filed herewith about the procedural history of the case. In summary,  
24 Plaintiff alleged that Defendant here violated the Telephone Consumer Protection  
25 Act by autodialing Plaintiff, and the class members, on their respective cellular  
26 telephones without the recipient’s prior express consent.  
27  
28

1 12. Prior to filing this action, my firm and co-counsel investigated Plaintiff's claims  
2 and researched the Defendant, including any TCPA cases filed against Defendant.  
3 We then litigated the case, including motion practice, opposed a motion to stay,  
4 engaged in extensive discovery practice, including third-party discovery of dozens  
5 of outside autodialer companies hired by Defendant, some resulting in discovery  
6 motions around the country. Eventually we obtained the data containing the  
7 numbers called and were able to reach a settlement through the assistance of Judge  
8 Infante, Ret., of JAMS, serving as mediator. Once a settlement in principle was  
9 reached, it took many months to implement the details, resulting in extensive and  
10 repeated review of the data, names, addresses, and consultation with the Claim  
11 Administrator about how to best reach the Class with notice. Preliminary Approval  
12 was obtained in July, 2016.

13  
14 13. This matter required my firm to spend time on this litigation that could have been  
15 spent on other matters. My firm has not been paid anything for our work on this  
16 case since it was filed. It is my opinion that law firms in such a position expect to  
17 receive a multiplier in cases such as these because of the risk taken, the extent to  
18 which firms are unable to take on other cases, the delay in getting paid and the  
19 costs we have to advance. No law firm would take on a TCPA case on an  
20 individual basis because the damages are minimal on a per call basis, and there is  
21 no fee shifting provision as with other statutes. It would be difficult at best for an  
22 individual to hire a private attorney in such a circumstance. At various times  
23 during the litigation of this class action, this lawsuit has consumed a substantial  
24 amount of my time as well as my firm's resources.

25 **The Law Offices of Douglas J. Champion, APC's Lodestar**

26 14. My firm has maintained contemporaneous time records since the commencement of  
27 this action. I have worked a total of 251.30 hours in this action to date, since  
28

1 December, 2013, with a total lodestar of \$188,430.00 at my hourly billing rates of  
2 \$700, raised in February, 2014 to \$750. I am the only attorney at my firm and the  
3 only attorney billing his time for the fees sought in this case.

- 4 15. My firm's lodestar will of course grow as we continue to finalize the settlement  
5 process and close the litigation, as will the lodestar of co-counsel. We are not  
6 including any estimate of the number of hours that will need to be added to the  
7 lodestar computation by the date of the Final Approval hearing approximately three  
8 months from now, but we will file a supplemental lodestar amount prior to that  
9 hearing, which will most certainly reduce the multiplier sought. That future work  
10 is anticipated to include a substantial amount of attorney time from now until the  
11 end of the case and until the last disbursement check is cashed. That work will  
12 include but is not limited to preparing the memorandum of points and authorities  
13 and supporting documents for the final approval hearing, working with the Claims  
14 Administrator to determine the final numbers of valid claims, opt outs and  
15 objections, reviewing the number of cash component claims and credit claims, to be  
16 determined after the claims period has ended and reviewing the letters objecting to  
17 the credit-group inclusion. We also expect, as with most class action settlements,  
18 objectors will appear, including professional objectors, and we anticipate having to  
19 spend time responding to any objections they might file. In addition, the claims  
20 period will continue about 20 days after submission of this Motion, and we will  
21 monitor those claims and continue to assist claimants with their questions. We will  
22 oversee the claims resolution process, and will help resolve Class member  
23 challenges to the result of their claims submissions. Judging by previous  
24 experiences, these responsibilities will require a substantial amount of hours of  
25 work by Class Counsel over the coming months.  
26  
27  
28

1 **Costs Incurred**

- 2 16. My firm maintains all books and records regarding costs expended on each case in  
3 the ordinary course of business, which books and records evidence which checks  
4 have issued on each case and/or which accounts payable are associated with each  
5 matter. I have reviewed the records of costs expended in this matter.
- 6 17. My firm incurred the following costs: 1. ½ of Plaintiff’s share of the mediation fee  
7 paid to JAMS: \$3,290.56. 2. Mileage to Orange County for mediation: 150 miles  
8 roundtrip at 57.5 cents per mile = \$86.25. 3. ½ of Court Reporter fee for  
9 Confirmatory Discovery Deposition: \$373.10. Total: \$3,749.91. These costs are  
10 included in the chart of Litigation Costs attached as Exhibit 2 to the Marron Fee  
11 Decl. filed herewith.
- 12 18. In total, Plaintiff’s counsel in both firms have incurred the amount of \$17,693.46 in  
13 reimbursable costs, all necessary for the litigation of the case. *See* Marron Fee Decl.  
14 submitted herewith. We all took on this case with the understanding that we might  
15 never get repaid these costs if we did not prevail, and in fact, all Plaintiff’s firms,  
16 including my own, have experienced paying costs in cases in which no recovery of  
17 fees or costs was obtained.
- 18 19. The third-party Claims Administrator KCC has incurred costs for notice and claims  
19 administration for which they will be charging Defendants directly as per the  
20 Settlement Agreement. The final estimate prior to Preliminary Approval was  
21 between \$553,027 if only 1% of the Class submit claims or \$628,461 if 5% of the  
22 Class submit claims, subject to adjustment based on circumstances arising during  
23 the notice and claims administration process, including the percentage / number of  
24 claims filed. Most of these TCPA cases that I have been involved with in the past  
25 five years have a claims rate between 1% and 5%, and most consumer cases have  
26 claims rates falling in that 1% - 5% range. We are asking that the Court approve of  
27  
28

1 the payment of whatever the final total of fees and costs incurred by KCC will be,  
2 to be paid from the Settlement Fund. We will have KCC will file a supplemental  
3 declaration prior to the Final Approval hearing with their final costs, once all claims  
4 are filed and the number of approved claims is known.

5 **Reasonableness of Hourly Rates**

6 20. My firm's hourly rates are reasonable in respect to the ranges charged by  
7 comparable law firms in the State of California. This Court recently awarded fees  
8 based on my hourly rate of \$750 in the *Franklin v. Wells Fargo, N.A.* case,  
9 14cv2349-MMA-BGS (S.D.Cal.)(ECF No. 47).

10 21. I believe my hourly rate of \$750 is a much lower rate than charged by other  
11 attorneys of comparable experience and skill. That amount is a reasonable hourly  
12 rate. I have compared my hourly rate to those charged by senior partners in the  
13 National Law Journal Annual Survey and found that in the 2012 survey (attached  
14 hereto as Exhibit 1). 27 of the 54 senior partners charging the firms' highest partner  
15 rates nationally are at my \$750 hourly rate or above. Another local class action  
16 litigator, Frank A. Johnson of Johnson & Weaver, LLP, has filed a declaration  
17 entitled Declaration of Frank A. Johnson in Support of Motion for Attorneys' Fees  
18 and Costs in *In Re: Midland Credit Management, Inc. TCPA Litigation*, Case No.  
19 11-md-2286 – MMA – MDD supporting my hourly rate, attached hereto as Exhibit  
20 2. That declaration attests specifically as to the reasonableness of the hourly rates I  
21 have charged in both that action, and as a result, this action. He believes those  
22 hourly rates are reasonable in the local community, and even lower than that  
23 charged by attorneys with similar experience. Mr. Johnson is a local class action  
24 litigator with approximately 20 years of experience and is familiar with hourly rates  
25 charged in the community.  
26  
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1 **Multiplier Sought**

2 22. We are seeking Court approval of a fixed amount of fees and costs as negotiated in  
 3 the mediation process, \$1,137,816.87, or 25% of the common fund, negotiated only  
 4 after the primary terms of the settlement were reached. Whether the Court  
 5 approves the fee as a reasonable percentage of the value of the total settlement to  
 6 the Class (25%), or bases its award on a lodestar analysis with a multiplier, the fee  
 7 is justified. That amount sought constitutes a 1.99 multiplier of counsel's lodestar  
 8 of \$570,660.50.<sup>1</sup> Class Counsel have met the factors justifying such a multiplier,  
 9 based on Ninth Circuit law cited in the brief. The substantial result obtained, the  
 10 skill and experience of the attorneys here, the complicated class action issues,  
 11 including potential class certification, the contingent nature of the fee, the delay in  
 12 obtaining any fee or costs reimbursement and the inability to take on other work  
 13 due to the commitment to this case, fee awards in similar cases and the amount at  
 14 stake all justify the requested fee award.

15  
 16 23. I have worked a total of 251.30 hours in this case to date, with a total lodestar of  
 17 \$188,430.00, based upon hourly billing rates of between \$700 and \$750. The  
 18 Marron firm has incurred 801.1 hours with a total lodestar of \$382,230.50. Thus,  
 19 the total lodestar for the two firms is \$570,660.50.

20 24. The sum of \$1,137,816.87 we are seeking is based on the Ninth Circuit's benchmark  
 21 of 25% of the common fund, which here is \$4,551,267.50. We believe that is the  
 22 proper method to use in awarding fees in this common fund case. However, if  
 23 viewed from a lodestar cross-check basis, that amount reveals a multiplier of 1.99,  
 24 based upon the total fees incurred by both firms' lodestars of \$570,660.50 and the  
 25 amount of fees sought of \$1,137,816.87.

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26  
 27  
 28 <sup>1</sup> The precise multiplier sought by Class Counsel is 1.99385954, however, Class Counsel refers to the approximate multiplier of 1.99 for the sake of brevity.

- 1 25. For all the reasons as argued in the brief as to the factors influencing the amount of  
2 a multiplier awarded, I believe a multiplier in that amount is appropriate here. This  
3 case is such a case that would not have been pursued by any counsel unless a  
4 multiplier would be awarded. This is based on the contingency nature of this  
5 matter, the litigation risks involved, and the lost opportunity costs associated with  
6 undertaking this action, which could have been allocated to other cases. Such a  
7 multiplier is expected because of the class of cases into which this action falls.  
8 Furthermore, there is absolutely no incentive for a client to hire an attorney on an  
9 hourly basis to pursue the statutory damages for a TCPA violation if the maximum  
10 recovery would be \$1,500. That would be non-economical for any client as the  
11 attorneys' fees would far exceed any potential recovery.  
12
- 13 26. Furthermore, cases in which my firm and other firms charge an hourly rate take  
14 into account that they will likely be paid for the work performed. If I am not being  
15 paid, I can withdraw from the case if necessary and not have to be committed to  
16 doing work for perhaps years on a case without knowing if I will be paid or not. In  
17 this case and other similar TCPA cases, my firm, and others like it, take these cases  
18 on only because the attorneys expect to be paid a multiplier if the case is  
19 successful. Here the case was successful and substantial recovery was obtained for  
20 class members, who otherwise would not have received anything.
- 21 27. Based on the type of case, the fact there is not a fee shifting provision, and based  
22 upon the result obtained, a multiplier of approximately 1.99 is warranted in this  
23 case. I took this case on a contingency basis, with no guarantee of ever being paid  
24 and faced substantial risk should the case proceed to trial. From the onset of this  
25 litigation my firm and co-counsel have expended our own resources with the risk  
26 that we would recover nothing.  
27  
28

1 **Incentive Awards Being Sought**

2 28. As set forth in the moving papers, Linda Sanders, the named class  
3 representative, is applying for an incentive award of \$5,000, to be paid from the  
4 Settlement Fund as per the Agreement §§ 6.01-6.02.

5 29. Mrs. Sanders has been active in this litigation and provided critical information  
6 to counsel, which made the successful litigation of this matter possible. She  
7 assisted with the factual investigation in to their claims and participated in the  
8 ongoing litigation of the case. She appeared in person at the Early Neutral  
9 Evaluation Conference. She reviewed and signed the Settlement Agreement.  
10 *See* her declaration filed herewith summarizing the work done in the case.  
11 Because of her assistance and bringing this case to counsel’s attention, the entire  
12 class benefitted by this settlement.

13 30. Based on the amount of work and involvement by Mrs. Sanders, the incentive  
14 award in this case is justified.  
15

16  
17 I declare under penalty of perjury of the laws of California and the United States  
18 that the foregoing is true and correct, and that this declaration was executed in San Diego,  
19 CA on October 14, 2016.  
20

21 By: /s/ Douglas J. Campion  
22 Douglas J. Campion  
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