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11 *Attorneys for Plaintiffs and the Class*

12 UNITED STATES DISTRICT COURT  
13 NORTHERN DISTRICT OF CALIFORNIA  
14 SAN FRANCISCO DIVISION

15 MICHAEL ALLAGAS, ARTHUR RAY  
16 and BRETT MOHRMAN, on behalf of  
17 themselves and all others similarly situated,

18 Plaintiffs,

19 v.

20 BP SOLAR INTERNATIONAL, INC.,  
HOME DEPOT U.S.A., INC. and  
21 DOES 1-10, inclusive,

22 Defendants.

Case No. 3:14-cv-00560-SI (EDL)

**PLAINTIFFS' REPLY IN SUPPORT OF  
MOTIONS FOR FINAL APPROVAL,  
ATTORNEYS' FEES AND COSTS, AND  
CLASS REPRESENTATIVE STIPENDS**

Judge: Hon. Susan Illston  
Date: December 22, 2016  
Time: 3:00 PM  
Crtm: 1

23 **I. INTRODUCTION**

24 Plaintiffs respectfully submit this reply in support of their Unopposed Motion for Final  
25 Approval of Class Action Settlement (Dkt. 187), and Motion for Attorneys' Fees and Costs and  
26 Class Representative Stipends (Dkt. 188), also unopposed. The deadline for objections and opt  
27 outs to the Settlement has passed, and there have been *no objections* and only a handful of opt  
28

1 outs. At the same time, Class Members have thus far filed claims at a robust clip. This  
 2 extraordinarily positive response to the Settlement provides further support for Plaintiffs'  
 3 motions, which are unopposed by any party or absent Class member.

## 4 **II. DISCUSSION**

### 5 **A. The Court should grant final approval to the Settlement, which drew no** 6 **objections.**

7 The postmark deadline for objections and opt-out requests passed on November 28, 2016.  
 8 This deadline followed a robust, multimedia notice program that reached an impressive 85% of  
 9 the target audience nationally and 87% in California, where approximately half of all Class Panels  
 10 were sold. Dkt. 187-4 at ¶¶ 12, 15.

11 In a testament to the quality and popularity of the Settlement, 880 claims have been filed  
 12 to date (with the claims period still open for many years to come), only 5 Class Members have  
 13 opted out, *and not a single Class member has objected to the Settlement* or the accompanying  
 14 requests for attorneys' fees, costs, and class representative stipends.<sup>1</sup> Keough Supp. Decl.  
 15 Compared to the approximately 8,000 Class members, the claims rate to date is strong (11%),  
 16 opt-outs are miniscule (0.06%), and objections are non-existent. Thus, Class members' reaction,  
 17 one of the factors relevant to final approval (*Hanlon v. Chrysler Corp.*, 150 F.3d 1011, 1026 (9th  
 18 Cir. 1998)), overwhelmingly favors granting final approval of the Settlement.<sup>2</sup> Indeed, in Class  
 19 Counsel's experience, it is exceedingly rare to receive no Class Member objections to a  
 20 Settlement of this scope. Nor has any government entity objected to the Settlement. *See* Dkts.

21 <sup>1</sup> One individual, who is not a Class member because he no longer owns Class Panels, contends  
 22 that he should have been included in the Settlement. Dkt. 187-3 at p.41. However, as a non-  
 23 Class member, he lacks standing to object, and any claims he might have against Defendants are  
 not affected or released in any way. Similarly, the ICA received a small number of additional  
 "opt out" requests from individuals who are not Class Members. Keough Decl. ¶ 3. These  
 requests are not included in the reported figures above.

24 <sup>2</sup> These numbers compare very favorably to other class actions where final approval was granted.  
 25 *See, e.g., Eisen v. Porsche Cars N. Am., Inc.*, No. 2:11-cv-09405, 2014 WL 439006 \*2 (C.D. Cal.  
 26 Jan. 30, 2014) (in product defect case, 235,152 potential class members, 3,275 claims (1.4%), 243  
 27 opt outs, 53 objections); *Curtis-Bauer v. Morgan Stanley & Co.*, No. C 06-3903 TEH, 2008 WL  
 4667090, at \*4 (N.D. Cal. Oct. 22, 2008) (9 objections and 24 opt-outs in a class of 1,300);  
 28 *Pelletz v. Weyerhaeuser Co.*, 255 F.R.D. 537, 544 (W.D. Wash. 2009) (119 opt outs and 3  
 objections of a class estimated between 110,000 and 140,000); *Hughes v. Microsoft Corp.*, No.  
 C98-1646C, 2001 WL 34089697 (W.D. Wash. Mar. 21, 2001) (class of approximately 40,000, 9  
 objections and 86 opt-outs).

1 174 and 187-4 at ¶ 14 (proof of CAFA notice compliance).

2 All other factors support final approval for the reasons set out in Plaintiffs' motion: the  
3 Settlement was reached after hard fought litigation and robust negotiations overseen by an  
4 experienced mediator, and it provides excellent and certain benefits in the face of serious  
5 litigation and appellate risks. *See* Dkt. 187 at 11-19.

6 **B. The Court should grant Plaintiffs' motion for fees, costs, and stipends, which**  
7 **are objectively reasonable and drew no objections.**

8 Class Counsel's request for attorneys' fees and costs, and award of class representative  
9 service awards, should be granted for all the reasons set out in Plaintiffs' motion. The total  
10 absence of Class member objections further demonstrates the propriety of the awards.

11 To summarize, the requested \$11 fee payment (\$2 million of which is paid in addition to  
12 the common fund payments) represents only 16.3% of the maximum settlement value (\$67.33  
13 million), or 23.2% of the absolute minimum settlement value (\$47.33 million), both of which are  
14 below the Ninth Circuit's 25% benchmark. The lodestar cross check also supports the requested  
15 award, as Class Counsel's multiplier is approximately 1.52, and will decrease substantially with  
16 time as Class Counsel oversee, monitor, and help implement this years-long Settlement. The  
17 requested service awards of \$7,500 and \$3,500 for the Class Representatives are also reasonable,  
18 as the Class Representatives dedicated time on this case in support of the entire Class.

19 **III. CONCLUSION**

20 For the foregoing reasons, Plaintiffs' motions for final approval, attorneys' fees and costs,  
21 and class representative stipends should be granted.

22 Dated: December 7, 2016

Respectfully submitted,

23 LIEFF CABRASER HEIMANN & BERNSTEIN, LLP

24 By: /s/ Robert J. Nelson

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UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA  
SAN FRANCISCO DIVISION

MICHAEL ALLAGAS, ARTHUR RAY  
and BRETT MOHRMAN, and BRIAN  
DICKSON on behalf of  
themselves and all others similarly situated,

Plaintiffs,

v.

BP SOLAR INTERNATIONAL, INC.,  
HOME DEPOT U.S.A., INC. and  
DOES 1-10, inclusive,

Defendants.

Case No. 3:14-cv-00560-SI (EDL)

**SUPPLEMENTAL DECLARATION OF  
INDEPENDENT CLAIMS  
ADMINISTRATOR  
JENNIFER M. KEOUGH**

Judge: Hon. Susan Illston

I, Jennifer M. Keough, declare as follows:

1. As stated in my Declaration dated November 2, 2016, in the above-captioned matter, I am the Chief Executive Officer of JND Legal Administration (JND), the firm appointed by the Court to serve as Independent Claims Administrator (ICA) in this case. This Declaration has been prepared and executed to supplement the earlier Declaration and update the Court on the Claims administration process. The following statements are based on my personal knowledge and information provided by other experienced employees working under my supervision, and if called upon to do so, I could and would be competent to testify to the facts herein.

1           2.       As of the date of this Declaration, JND has received 951 claims from putative  
2 Class Members. My staff has reviewed claimant responses received as of that date and estimate  
3 that the Claims break down as follows:

4           a.       413 Claims (43.4%) have been received from Category 1 (FDK+)  
5 claimants;

6           b.       68 Claims (7.2%) have been received from Category 2 (Non-FDK+)  
7 claimants;

8           c.       113 Claims (11.9%) have been received from claimants whose panels may  
9 either fall into Category 1 or Category 2;

10          d.       286 Claims (30.1%) have been received from claimants whose panel  
11 category is unknown, or whose Claim form was left blank; and

12          e.       71 Claims (7.5%) have been received from claimants whose panel category  
13 is outside the scope of the Settlement.

14          3.       JND has received and processed all requests for exclusion, consistent with the  
15 Settlement Agreement and as required by the Court's September 2, 2016 Order. As of  
16 December 6, 2016, JND had received five (5) approved exclusion requests from Class Members.  
17 A list of those who timely requested exclusion is attached as Exhibit A to this Declaration. In  
18 addition, JND had received sixteen (16) letters that were either from non-Class Members or  
19 duplicate requests for exclusion. A list of those who submitted this correspondence is attached as  
20 Exhibit B to this Declaration.

21          4.       As of December 6, 2016, JND has not received any Class Member objections to  
22 the Settlement. JND will receive and process any objections, which were to be postmarked by  
23 November 28, 2016, consistent with the Settlement Agreement and as required by the Court's  
24 September 2, 2016 Order.

25          5.       JND will continue to administer the Settlement through all phases of Claims  
26 administration, as required by the Settlement Agreement, this Court's September 2, 2016 Order,  
27  
28

1 and pursuant to any future Orders of this Court.

2 I declare under penalty of perjury under the laws of the United States of America that the  
3 foregoing is true and correct.

4 Executed on December 7, 2016, at Seattle, Washington.

5 By:  /s/ Jennifer M. Keough

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# **EXHIBIT A**



*Allagas, et al. v. BP Solar International, Inc., et al.*

Exhibit A

Name	City	State
COLTON CV LP AKA CROWN VALLEY SELF-STORAGE	IRVINE	CA
ELIZABETH ANN HARDY	TUCSON	AZ
EDWARD AND JOANNE GOOTMAN	HAYWARD	CA
ROCKRIDGE (LTO) INC	RENO	NV
MICHAEL BREUER	MANALAPAN	NJ

# **EXHIBIT B**



*Allagas, et al. v. BP Solar International, Inc., et al.*

Exhibit B

Name	City	State
ARTHUR SMITH	BLAIRSTOWN	NJ
LORRIE SMITH	BLAIRSTOWN	NJ
NICHOLAS JON MEYER	ANGELS CAMP	CA
SAG PALM DESERT LP	IRVINE	CA
GSC RANCHO I LLC AKA GSC RANCHO 1 LLC	IRVINE	CA
GSC VICTORVILLE LP	IRVINE	CA
SAG ARCADIA LP	IRVINE	CA
SAG OCEANSIDE LP	IRVINE	CA
GSC IRVINE/MAIN LLC	IRVINE	CA
GSC INDIO LTD AKA GSC INDIO LP	IRVINE	CA
GSC DEL AMO LTD AKA GSC DEL AMO	IRVINE	CA
COLTON VB LP AKA STATE-WIDEWOODCREST AKA WOODCREST/STATEWIDE MINISTORAGE LLC FKA COLTON VB LLC	IRVINE	CA
CARLSBAD AIRPORT SELF STORAGE LP	IRVINE	CA
SANDERSON J WOODRIDGE STORAGE LP	IRVINE	CA
ROCKRIDGE (LTO) INC	RENO	NV
EDWARD AND JOANNE GOOTMAN	HAYWARD	CA

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15 MICHAEL ALLAGAS, ARTHUR RAY  
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17 themselves and all others similarly situated,

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20 BP SOLAR INTERNATIONAL, INC.,  
21 HOME DEPOT U.S.A., INC. and  
22 DOES 1-10, inclusive,

23 Defendants.

Case No. 3:14-cv-00560-SI (EDL)

**[PROPOSED] ORDER GRANTING  
MOTION FOR ATTORNEYS' FEES AND  
COSTS AND CLASS REPRESENTIVE  
SERVICE AWARDS**

Judge: Hon. Susan Illston  
Date: December 22, 2016  
Time: 3:00 PM  
Crtm: 1

23 Plaintiffs' Motion for Attorneys' Fees and Costs and Incentive Awards ("Fee Motion")  
24 came before the Court for hearing on December 22, 2016. The Court has read and considered the  
25 Fee Motion, all supporting declarations and all related materials. For the reasons stated herein,  
26 the motion is granted.  
27  
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1           **A. The requested fee is reasonable and supported under the percentage-of-fund**  
 2           **and lodestar methods.**

3           “While attorneys’ fees and costs may be awarded in a certified class action where so  
 4 authorized by law or the parties’ agreement, Fed. R. Civ. P. 23(h), courts have an independent  
 5 obligation to ensure that the award, like the settlement itself, is reasonable, even if the parties  
 6 have already agreed to an amount.” *Jordan v. Paul Fin., LLC*, No. C 07-04496 SI, 2013 WL  
 7 6086037, at \*2 (N.D. Cal. Nov. 19, 2013) (quoting *In re Bluetooth Headset Products Liab. Litig.*,  
 8 654 F.3d 935, 941 (9th Cir. 2011)).

9           The Ninth Circuit has approved two different methods to calculate reasonable attorneys’  
 10 fees: the percentage-of-recovery or the lodestar method. *Id.* “Where a settlement produces a  
 11 common fund for the benefit of the entire class, courts have discretion to employ either the  
 12 lodestar method or the percentage-of-recovery method.” *In re Bluetooth*, 654 F. 3d at 942. The  
 13 Ninth Circuit has repeatedly noted that 25% of the common fund is the “benchmark” for a  
 14 reasonable fee award. *See id;* *see also Six Mexican Workers v. Arizona Citrus Growers*, 904 F.2d  
 15 1301, 1311 (9th Cir.1990). Under the lodestar method, by contrast, the “figure is calculated by  
 16 multiplying the number of hours the prevailing party reasonably expended on the litigation (as  
 17 supported by adequate documentation) by a reasonable hourly rate for the region and for the  
 18 experience of the lawyer.” *Id.* Though not mandatory, the Ninth Circuit has “encouraged courts  
 19 to guard against an unreasonable result by cross-checking their calculations against a second  
 20 method.” *Id.* at 944; *see also Vizcaino v. Microsoft Corp.*, 290 F.3d 1043, 1050–51 (9th Cir.  
 21 2002).

22           The Settlement establishes a \$45.33 million common fund to be used for Class Members  
 23 with higher failure rate, FDK+ panels, and makes available another \$20 million for lower failure  
 24 rate, Non-FDK+ panels. The Settlement also provides that Defendants will not oppose Class  
 25 Counsel’s fee request of up to \$11 million, plus \$600,000 in costs and expenses.<sup>1</sup>

26           Though it has both common fund and claims made elements, the Settlement is  
 27 predominantly a common fund settlement warranting a percentage of recovery award. Under that

28 <sup>1</sup> The Settlement Agreement provides that \$9 million of the fee award will be paid from the  
 Common Fund, and that Defendants will separately pay the additional \$2 million.

1 analysis, the Court finds the requested fee award to be reasonable and supported. The Settlement  
2 has created a minimum fund value of \$47.33 million (\$45.33 million common fund plus \$2  
3 million separate fee payment), making the \$11 million fee approximately 23.2% of the minimum  
4 fund value. When accounting for the \$20 million in additional relief made available to Class  
5 Members with lower failure rate models (which only reverts to Defendants if it is not exhausted  
6 within the lengthy three-year claims period punctuated by a second notice program half-way  
7 through), the overall percentage sought by Class Counsel is 16.3% (= \$11M/\$67.33M).

8 Both of these percentages are below the Ninth Circuit's 25% benchmark, and the Court  
9 finds that either percentage is warranted based on the relevant factors, which include (1) the  
10 results achieved; (2) the risk of litigation; (3) the skill required and the quality of work; (4) the  
11 contingent nature of the fee and the financial burden carried by the plaintiffs; and (5) awards  
12 made in similar cases. *Vizcaino*, 290 F.3d at 1048-50.

13 First, Class Counsel has secured certain and substantial benefits for the Class, as detailed  
14 in the Court's final approval order, and it is notable that no Class Member objected to the  
15 Settlement or the requested fees, costs, and service awards. Class Members who own models  
16 with relatively higher failure rates, referred to as FDK+ or Category 1 Class Panels, will receive  
17 full replacement of all of their Class Panels whether or not they show signs of failure, or they can  
18 opt for a cash payment. Class Members with Non-FDK+ or Category 2 panels receive a series of  
19 benefits: a free inspection to identify failed panels; free replacement of any failed panels, or full  
20 replacement if the documented failure rate exceeds 20% at any time during the claims period; and  
21 for any system that does not receive full replacement, installation of a new inverter with advanced  
22 safety technology. Finally, Large Non-Residential (LNR) Class Members, *i.e.*, those with 400 or  
23 more panels in a non-residential setting, are invited to participate in mediated commercial  
24 negotiations with BP Solar, a valuable procedural mechanism that short circuits expensive  
25 litigation.

26 Second, Class Counsel achieved this result in the face of significant litigation hurdles and  
27 risks, including developing a uniform defect theory applicable to hundreds of thousands of Class  
28 Panels, overcoming BP's arguments regarding non-uniform marketing of its products, obtaining

1 and maintaining class certification through trial and appeal, proving liability at trial, and  
 2 developing a damages model for panels in service for a decade or more. Third, Class Counsel are  
 3 highly experienced in prosecuting and settling complex class actions, including product defect  
 4 cases. *See* Nelson Decl., ¶¶ 3-9, 16-17; Birka-White Decl., ¶¶ 3-7 and Ex. A. Fourth, their  
 5 representation was contingent in nature, meaning they took on substantial risk of nonpayment  
 6 over the course of many years. In light of these factors, the Court finds that the requested  
 7 payment of 16.3% of the total settlement value, or 23.2% of the absolute minimum settlement  
 8 value, to be reasonable and supported.

9 The Court has also conducted a lodestar cross-check to ensure the reasonableness of the  
 10 requested fee. Class Counsel have spent approximately 12,610.6 hours investigating, analyzing,  
 11 researching, litigating, and negotiating a resolution of this action. Birka-White Decl., ¶ 49;  
 12 Nelson Decl., ¶ 17. Class Counsel's hourly rates, used to calculate the lodestar here, are in line  
 13 with prevailing rates in this District, and have recently been approved by federal and state courts.  
 14 Birka-White Decl., ¶ 35; Nelson Decl., ¶ 16; *see Kuffner v. Suntech, Contra Costa County*  
 15 *Superior Court, Case No.C13-01328 (March 7, 2016) (approving Birka-White Law Offices rates);*  
 16 *United Desert Charities, Inc., et al. v. Sloan Valve Company, et al.*, 2:12-cv-06878 SJO (SHx)  
 17 (C.D. Cal. August 25, 2014) (same); *Gutierrez v. Wells Fargo Bank, N.A.*, 2015 WL 2438274, at  
 18 \*5 (N.D. Cal. May 21, 2015) (finding reasonable rates for Bay Area attorneys, including those  
 19 from Lief Cabraser Heimann & Bernstein, LLP ("LCHB"), of between \$475-\$975 for partners,  
 20 \$300-\$490 for associates, and \$150-\$430 for litigation support and paralegals); *In re A-Power*  
 21 *Energy Generation Systems, Ltd. Securities Litig.*, No. MDL 11-2302-GE (CWx), Dkt. No. 123  
 22 (C.D. Cal. Aug. 29, 2013) (granting LCHB's requested attorneys' fees); *In re Toyota Motor Corp.*  
 23 *Unintended Acceleration Marketing, Sales Practices, and Products Liability Litig.*, No. 10-ml-  
 24 02151 NS (FMOx), Dkt. No. 3933 (C.D. Cal. June 24, 2013) (awarding LCHB's requested fees  
 25 and finding that "[c]lass counsel's experience, reputation, and skill, as well as the complexity of  
 26 the case" justified their rates that ranged from \$150 to \$950); *White v. Experian Information*  
 27 *Solutions, Inc.*, No. CV 05-1070 DOC (MLGx), Dkt. No. 775 (C.D. Cal. June 15, 2011)  
 28 (approving LCHB's billing rates as justified "in light of the attorney's reputation and experience"

1 and the prevailing rates in the district); *Berger v. Property ID. Corp.*, No. CV 05-5373-GHK  
2 (CWx), Dkt. No. 899 (C.D. Cal. Jan. 28, 2009) (awarding LCHB’s requested fees).

3 The resulting total lodestar is \$7,246,378.50. The requested \$11 million fee constitutes a  
4 multiplier of 1.52, which is well within the limits established by precedent. *See In re LinkedIn*  
5 *User Privacy Litigation*, 309 F.R.D. 573, 591 (N.D. Cal. 2015) (“most multipliers range between  
6 1.0 and 4.0” (citing *Vizcaino*)); *In re High-Tech Employee Antitrust Litig.*, No. 11-CV-02509-  
7 LHK, 2015 WL 5158730, at \*10-11 (N.D. Cal. Sept. 2, 2015) (awarding a \$40.043 million fee  
8 with a 2.2 (net 2.5) multiplier, and praising the work of class counsel, including LCHB); *Moore v.*  
9 *Verizon Commc’ns Inc.*, No. C 09-1823 SBA, 2014 WL 588035, at \*9 (N.D. Cal. Feb. 14, 2014)  
10 (awarding a \$7.5 million fee with a 1.58 multiplier, and noting that class counsel, including  
11 LCHB, deserved a multiplier of at least 1.5 “given the results achieved, Class Counsel’s efforts  
12 on behalf of the class, and the substantial risk that Plaintiffs would not succeed at the class  
13 certification or merits stage of the litigation”). Further, the current 1.52 multiplier will inevitably  
14 decrease over time given the additional work Class Counsel will expend in monitoring and  
15 helping to implement the Settlement terms. Under a lodestar analysis, this multiplier is warranted  
16 here for all the reasons described above: the quality of the result, and the sustained effort by  
17 Class Counsel in achieving that result in the face of significant risks and difficulties, including the  
18 real risk of nonpayment in this contingency matter. *See Hanlon v. Chrysler Corp.*, 150 F.3d  
19 1011, 1029 (9th Cir. 1998) (lodestar figure may be adjusted upward to account for several factors  
20 including the quality of the representation, the benefit obtained for the class, the complexity and  
21 novelty of the issues presented, and the risk of nonpayment). Because the lodestar multiplier is  
22 warranted and well within the appropriate range in this Circuit, the lodestar cross-check verifies  
23 the reasonableness of the requested fee award.

24 **B. The requested costs and expenses reimbursement is reasonable.**

25 Class Counsel are entitled to recover the out-of-pocket costs reasonably incurred in  
26 investigating, prosecuting, and settling this action. *Deatrick v. Securitas Security Services USA,*  
27 *Inc.*, No. 13-CV-05016-JST, 2016 WL 5394016, at \*7 (N.D. Cal., Sept. 27, 2016). During the  
28 course of their representation, Class Counsel have incurred reasonable costs and expenses of

1 approximately \$650,000 in connection with investigating claims, retention of experts, performing  
 2 extensive legal research, electronic discovery, filing fees, photocopies, faxes, mail, and telephone  
 3 calls. Birka-White Decl., ¶ 38; Nelson Decl., ¶ 18. Based on a review of Class Counsel’s  
 4 summary expense reports, the attorney declarations, and the Court’s familiarity with the extent of  
 5 litigation and discovery in this matter, the Court is satisfied that the requested costs and expenses  
 6 reimbursement of \$600,000 is reasonable.

7 **C. The requested class representative service awards are reasonable and**  
 8 **appropriate.**

9 “[N]amed plaintiffs, as opposed to designated Class members who are not named  
 10 plaintiffs, are eligible for reasonable incentive payments.” *Staton v. Boeing Co.*, 327 F.3d 938,  
 11 977 (9th Cir. 2003); *Rodriguez v. West Pub’g Corp.*, 563 F.3d 948, 958 (9th Cir. 2009) (noting  
 12 that such service awards “are fairly typical in class action cases.”). They are “intended to  
 13 compensate class representatives for work done on behalf of the class [and] make up for financial  
 14 or reputational risk undertaken in bringing the action.” *Id.*

15 Here, the Class representatives have each devoted a substantial amount of time, effort, and  
 16 expense in assisting Class Counsel’s efforts to prosecute this case. Birka-White Decl., ¶¶ 52-58.  
 17 Plaintiffs Allagas, Ray and Mohrman each dedicated hundreds of hours over two and a half years  
 18 working on the case, including responding to numerous requests, sitting for depositions,  
 19 reviewing briefs and pleadings, attending site inspections, opening up their homes to invasive  
 20 inspections of their solar systems, discussing settlement options, and reviewing settlement  
 21 documents.<sup>2</sup> Birka-White Decl., ¶ 56. Plaintiff Brian Dickson worked with Class Counsel at  
 22 length to review the amended complaint, discuss the proposed settlement terms, learn about  
 23 inverters with arc fault protection, allow experts onto his property for testing, and review  
 24 settlement documents. Birka-White Decl., ¶ 54. Their efforts in bringing and diligently  
 25 prosecuting the lawsuit have conferred a substantial benefit to the other Class Members. Birka-  
 26 White Decl., ¶ 57.

27 Accordingly, service awards of \$7,500 each for Plaintiffs Michael Allagas, Arthur Ray,

28 <sup>2</sup> Additionally, Plaintiff Brett Mohrman worked with Class Counsel for nearly a year before  
 litigation was commenced. Birka-White Decl., ¶ 57.

1 and Brett Mohrman, and \$3,500 for Plaintiff Brian Dickson, are reasonable and in line with  
2 precedent. *In re LinkedIn User Privacy Litigation*, 309 F.R.D. at 592 (“a \$5,000 payment is  
3 presumptively reasonable”); *Jacobs v. California State Auto. Ass’n Inter-Ins. Bureau*, No. C 07-  
4 00362 MHP, 2009 WL 3562871, at \*5 (N.D. Cal., Oct. 27, 2009) (approving \$7,500 service  
5 award); *Bellinghausen v. Tractor Supply Co.*, 306 F.R.D. 245, 268 (N.D. Cal. 2015) (approving  
6 \$10,000 incentive award).

7 **IT IS HEREBY ORDERED, ADJUDGED AND DECREED:**

8 1. This Court hereby finds and concludes that due and adequate notice was directed  
9 to Class Members, advising them of Class Counsel’s intent to seek attorneys’ fees and expenses,  
10 the proposed Class representatives’ stipends, and of their right to object thereto.

11 2. A full and fair opportunity was accorded to all such persons and entities to be  
12 heard with respect to the Fee Motion.

13 3. The Court hereby grants Class Counsel’s request for reimbursement of \$600,000  
14 in out-of-pocket costs, plus attorneys’ fees in the amount of \$11,000,000, for a combined total of  
15 \$11,600,000.

16 4. In addition to any relief they may receive under the Settlement Agreement, the  
17 Court approves payment of a \$7,500 service award each to Plaintiffs Michael Allagas, Arthur  
18 Ray, and Brett Mohrman, and \$3,500 to Plaintiff Brian Dickson.

19 5. Without affecting the finality of this Order, the Court reserves continuing and  
20 exclusive jurisdiction over parties to the Settlement Agreement to settle any disputes related to  
21 the allocation of the costs and fees awarded by this Order.

22  
23 IT IS SO ORDERED this \_\_\_ day of \_\_\_\_\_, 2016.

24  
25 \_\_\_\_\_  
26 The Honorable Susan Illston  
27 United States District Judge  
28