

1 Craig C. Marchiando, Esq. (SBN 283829)  
Leonard A. Bennett, Esq. (*pro hac vice*)  
2 **CONSUMER LITIGATION ASSOCIATES, P.C.**  
Four Embarcadero Center, Suite 1400  
3 San Francisco, CA 94111  
Telephone: (757) 930-3660  
4 Facsimile: (757) 930-3662  
Email: lenbennett@clalegal.com  
5 Email: craig@clalegal.com

6 Kristi C. Kelly, Esq. (*pro hac vice*)  
**KELLY GUZZO, PLC**  
3925 Chain Bridge Road, Suite 202  
7 Fairfax, VA 22030  
(703) 424-7572  
8 (703) 591-0167 Facsimile  
Email: kkelly@kellyguzzo.com

9 *Attorneys for Plaintiffs*

10 [Additional Counsel on Signature Page]

11  
12 **UNITED STATES DISTRICT COURT**  
13 **NORTHERN DISTRICT OF CALIFORNIA**  
**SAN FRANCISCO DIVISION**

14 ELETTRA MEEKS, *et al.*,

15 Plaintiffs,

16 v.

17 EQUIFAX INFORMATION SERVICES, LLC,

18 Defendant.

Case No.: 3:21-cv-07727-CRB

**PLAINTIFFS' NOTICE OF MOTION  
AND MOTION FOR AWARDS OF  
ATTORNEYS' FEES AND CLASS  
REPRESENTATIVE SERVICE AWARDS**

Date: Apr. 26, 2024

Time: 10:00 a.m.

Judge: Hon. Charles R. Breyer

19  
20  
21 **TO THE COURT, ALL PARTIES, AND COUNSEL OF RECORD:**

22 **PLEASE TAKE NOTICE** that on **April 26, 2024 at 10:00 a.m.**, or as soon thereafter as this  
23 matter may be heard, by videoconference before the Honorable Charles R. Breyer, Plaintiffs Elettra Meeks,  
24 Joseph Delacruz, Stephanie Laguna, and Amber Leonard will respectfully move this court to award Class  
25 Counsel its requested attorneys' fees of \$1,112,130, and award Plaintiffs their requested Service Awards of  
26 \$5,000 each earned in pursuing and completing the Settlement reached in this case, the terms of which are  
27

1 more specifically described in the accompanying Memorandum and Points of Authority filed in support of  
2 their Motion for Preliminary Approval of Class Action Settlement (ECF 64).

3 This Motion is based upon this Notice of Motion, the accompanying Memorandum of Points and  
4 Authorities, the Settlement Agreement, the Declarations of Leonard Bennett and Kristi Kelly and exhibits  
5 thereto, the pleadings and papers on file in this Action, and any other such evidence and argument as the  
6 Court may consider. Defendant Equifax Information Services, LLC does not oppose this Motion.

7 Dated: March 4, 2024

Respectfully submitted,

8 By:     /s/    Craig C. Marchiando

9 Craig C. Marchiando (SBN 283829)  
Leonard A. Bennett (pro hac vice)  
10 **CONSUMER LITIGATION ASSOCIATES, P.C.**  
Four Embarcadero Center, Suite 1400  
San Francisco, CA 94111  
11 Telephone: (757) 930-3660  
12 Facsimile: (757) 930-3662  
Email: lenbennett@clalegal.com  
13 Email: craig@clalegal.com

14 Kristi C. Kelly, Esq. (pro hac vice)  
Andrew Guzzo, Esq. (pro hac vice)  
15 **KELLY GUZZO PLC**  
3925 Chain Bridge Road, Suite 202  
16 Fairfax, VA 22030  
(703) 424-7572  
17 (703) 591-0167 Facsimile  
Email: kkelly@kellyguzzo.com  
18 Email: aguzzo@kellyguzzo.com

19 *Attorneys for Plaintiffs*

**MEMORANDUM OF POINTS AND AUTHORITIES**

**TABLE OF CONTENTS**

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27

I. INTRODUCTION .....1

II. BACKGROUND.....2

III. ARGUMENT AND AUTHORITIES.....3

    A. The Requested Fees Are Eminently Reasonable Under Just About Any Analysis .....3

        1. A fee equal to one third of the amount Equifax will pay Class Members is reasonable.....5

            a. The results achieved favor granting the requested fee .....6

            b. Plaintiffs risked much in pursuing unproven claims with no guarantee of repayment .....9

            c. The skill of Counsel and quality of their work support the requested fee.....10

            d. Awards in similar cases favor granting the requested fee .....11

        2. The \$300,000 fee tied to the injunctive relief is likewise reasonable .....12

    B. Assessing The Fee Against Counsel’s Lodestar Confirms Its Reasonableness.....13

    C. The Requested Service Awards Are Reasonable and Appropriate .....15

IV. CONCLUSION.....15

**TABLE OF AUTHORITIES**

**CASES**

*Antonopoulos v. N. Am. Thoroughbreds, Inc.*,  
 No. 87-00979-G-CM, 1991 WL 427893 at \*1, \*4 (S.D. Cal. May 6, 1991)..... 11

*Bailes v. Lineage Logistics, LLC*,  
 No. 15-cv-02457-DDC-TJJ, 2016 WL 4415356, at \*6 (D. Kan. Aug. 19, 2016)..... 7

*Bellinghausen v. Tractor Supply Co.*,  
 306 F.R.D. 245, 264 (N.D. Cal. 2015)..... 13

*Chavez v. Netflix, Inc.*,  
 162 Cal. App 4th 43, 66 n.11 (Cal Ct. App. 2008) ..... 4

*Covillo v. Specialtys Café*,  
 No. 11-cv-00594-DMR, 2014 WL 954516 (N.D. Cal. Mar. 6, 2014) ..... 13

*Der-Hacopian v. DarkTrace, Inc.*,  
 No. 18-cv-06726-HSG, 2020 WL 7260054, at \*8 ..... 15

*Destefano v. Zynga, Inc.*,  
 No. 12-cv-04007-JSC, 2016 WL 537946, at \*17 (N.D. Cal. Feb. 11, 2016)..... 10

*DeVries v. Experian Info. Sols., Inc.*,  
 No. 16-cv-02953-WHO, 2018 WL 1426602, at \*3 n.2 (N.D. Cal. Mar. 22, 2018)..... 7

*Estes v. L3 Techs., Inc.*,  
 No. 3:17-cv-02356-H-LL, 2019 WL 141564, at \*2 (S.D. Cal. Jan. 9, 2019)..... 7

*Franco v. Ruiz Foods Prods., Inc.*,  
 No. 1:10-cv-02354-SKO, 2012 WL 5941801 at \*18 (E.D. Cal. Nov. 27, 2012)..... 11

*Gibbs v. Centerplate, Inc.*,  
 No. 8:17-cv-02187-EAK-JSS, 2018 WL 6983498, at \*8 (M.D. Fla. Dec. 28, 2018)..... 7

*Greer v. Dick’s Sporting Goods, Inc.*,  
 No. 2:15-cv-01063-KJM/CKD, 2020 WL 5535399, at \*8 (E.D. Cal. Sept. 15, 2020)..... 4

*Hefler v. Wells Fargo & Co.*,  
 No. 16-cv-05479, 2018 WL 6619983, at \*14 (N.D. Cal. Dec. 18, 2018)..... 14

*Hensley v. Eckerhart*,  
 461 U.S. 424, 436 (1983) ..... 6

1 *Hofstetter v. Chase Home Finance, LLC*,  
 No. C 10-1313 WHA, 2011 WL 5545912 at \*2 (N.D. Cal. Nov. 14, 2011)..... 11

2 *Ikusegban v. Multicare Health Sys.*,  
 3 No. C 14-5539 BHS, 2016 WL 4363198, at \*2 (W.D. Wash. Aug. 16, 2016)..... 11

4 *In re Activision Secs. Litig.*,  
 5 723 F. Supp. 1373, 1377 (N.D. Cal. 1989) ..... 5

6 *In re Aftermarket Auto. Lighting Prods. Antitrust Litig.*,  
 No. 09 MDL 2007, 2014 WL 12591624, at \*4 (C.D. Cal. Jan. 10, 2014) ..... 8

7 *In re Bluetooth*,  
 8 654 F.3d at 942..... 11

9 *In re Google Inc. St. View Elec. Commc’ns Litig.*,  
 10 21 F.4th 1102, 1120 (9th Cir. 2021)..... 12

11 *In re Heritage Bond Litig.*,  
 No. 02-ML-1475-DT, 2005 WL 1594403 at \*19-21 (C.D. Cal. June 10, 2005)..... 11

12 *In re Lyft Inc. Sec. Litig.*,  
 13 No. 19-cv-02690-HSG, 2023 WL 5068504, at \*12 (N.D. Cal. Aug. 7, 2023) ..... 13

14 *In re Meگو Fin. Corp. Sec. Litig.*,  
 15 213 F.3d 454, 460 (9th Cir. 2000) ..... 11

16 *In re Omnivision Techs., Inc.*,  
 17 559 F. Supp. 2d 1036, 1047 (N.D. Cal. 2008)..... 5

18 *In re Online DVD-Rental Antitrust Litig.*,  
 779 F.3d 934, 954-55 (9th Cir. 2015)..... 9

19 *In re Public Ser. Co. of N.M.*,  
 20 No. 91-00536-M, 1992 WL 278452 at \*1, \*12 (S.D. Cal. July 28, 1992) ..... 11

21 *In re Volkswagen “Clean Diesel” Mktg., Sales Prac., & Prod. Liab. Litig.*,  
 22 No. 2672 CRB (JSC), 2017 WL 1047834, at \*5 (N.D. Cal. March 17, 2017)..... 14

23 *In re Wash. Public Power Supply System Secs. Litig.*,  
 19 F.3d at 1299–1302 ..... 5

24 *Jenson. v. First Tr. Corp.*,  
 25 No. CV 05-3124 ABC, 2008 WL 11338161, at \*12 (C.D. Cal. June 9, 2008) ..... 9

26 *Johnson v. General Mills, Inc.*,  
 27 No. SACV 10-00061-CJC(ANx), 2013 WL 3213832, at \*6 (C.D. Cal. June 17, 2003) ..... 11

1 *Knight v. Red Door Salons, Inc.*,  
 No. 08-01520, 2009 WL 248367, at \*6 (N.D. Cal. Feb. 2, 2009).....10

2 *Laffitte v. Robert Half Int’l Inc.*,  
 3 231 Cal. App. 4th 860, 871 (Cal. Ct. App. 2014).....4

4 *Lengel v. HomeAdvisor, Inc.*,  
 5 No. 15-2198-KHV, 2017 WL 364582, at \*9 (D. Kan. Jan. 25, 2017).....6

6 *Leo v. AppFolio, Inc.*,  
 No. 3:17-cv-05771-RJB (W.D. Wash.) at ECF 57, 65 .....11

7 *Lofton v. Verizon Wireless (VAW) LLC*,  
 8 No. C 13-05665 YGR, 2016 WL 7985253, at \*1 (N.D. Cal. May 27, 2016) .....10

9 *Marolda v. Symantec Corp.*,  
 10 No. 08-cv-05701 EMC, 2013 WL 12310821, at \*6 (N.D. Cal. Apr. 5, 2013) .....8

11 *McLeod v. Bank of Am., N.A.*,  
 No. 16-cv-03294-EMC, 2019 WL 1170487, at \*6-7 (N.D. Cal. Mar. 13, 2019) .....8

12 *McMorrow v. Huang*,  
 13 No. 22-55475, 2022 WL 3226187 (9th Cir. June 6, 2022) .....4

14 *McMorrow v. Mondelez Int’l, Inc.*,  
 15 No. 17-cv-02327-BAS-JLB, 2022 WL 1056098, at \*7 (S.D. Cal. Apr. 8, 2022).....4

16 *Ori v. Fifth Third Bank, Fiserv, Inc.*,  
 No. 08-432, ECF No. 217 (E.D. Wis. Jan. 10, 2012).....6

17 *Patel v. Trans Union, LLC*,  
 18 No. 14-cv-00522-LB, 2018 WL 1258194, at \*5-7 (N.D. Cal. Mar. 11, 2018) .....11

19 *Perkins v LinkedIn Corp.*,  
 20 No. 13-cv-04303-LHK, 2016 WL 613255, at \*2 (N.D. Cal. Feb. 16, 2016) .....8

21 *Pietras v. Sentry Ins. Co.*,  
 22 513 F. Supp. 2d 983, 985 (N.D. Ill. 2007).....7

23 *Powers v. Eichen*,  
 229 F.3d at 1256 (9<sup>th</sup> Cir. 2000) .....4

24 *Radcliffe v. Experian Info. Sols.*,  
 25 715 F.3d 1157, 1164 (9th Cir. 2013).....15

26 *Reyes v. Experian Info. Sols., Inc.*,  
 No. 20-55909, 2021 WL 1310961, at \*1 (9th Cir. Apr. 8, 2021) .....6

27

1 *Rinky Dink, Inc. v. World Bus. Lenders, LLC*,  
 No. C14-0268-JCC, 2016 WL 3087073, at \*4 (W.D. Wash. May 31, 2016) ..... 14

2 *Rodriguez v. D.M. Camp & Sons*,  
 3 No. 1:09-cv-00700-AWI-JLT, 2013 WL 2146927, at \*13 (E.D. Cal. May 15, 2013) ..... 4

4 *Rodriguez v. West Pub'ing Corp.*,  
 5 563 F.3d 948, 958-59 (9th Cir. 2009)..... 15

6 *Roe v. IntelliCorp Records, Inc.*,  
 No. 12-2288, ECF No. 139 (N.D. Ohio June 5, 2014) ..... 6

7 *Ryals v. HireRight Sols. Inc.*,  
 8 No. 09-625, ECF No. 127 (E.D. Va. Dec. 22, 2011)..... 6

9 *Schiller v. David's Bridal, Inc.*,  
 10 No. 1:10-cv-00616-AWI-SKO, 2012 WL 2117001 at \*19 (E.D. Cal. June 11, 2012) ..... 11

11 *Serrano v. Sterling Testing Sys., Inc.*,  
 12 711 F. Supp. 2d 402, 416 (E.D. Pa. 2010)..... 6

13 *Speers v. Pre-Employ.com, Inc.*,  
 No. 13-1849, ECF No. 83 (D. Or. Feb. 10, 2016)..... 6

14 *Staton v. Boeing Co.*,  
 15 327 F.3d 938, 963. 974-75 (9th Cir. 2003) ..... 3, 4, 8

16 *Vasquez v. Coast Valley Roofing, Inc.*,  
 266 F.R.D. 482, 491 (E.D. Cal. 2010) ..... 11

17 *Villaflor v. Equifax Info. Servs. LLC*,  
 18 No. 09-329, ECF No. 177 (N.D. Cal. May 3, 2011) ..... 6

19 *Vizcaino v. Microsoft Corp.*,  
 20 290 F.3d 1043, 1047-51 (9th Cir. 2002) ..... 3, 5, 6, 8, 9, 14

21 *Williams v. Robm & Haas Pension Plan*,  
 22 No. 04-0078-SEB, 2010 WL 4723725 (S.D. Ind. Nov. 12, 2010)..... 14

23 **STATUTES**

24 Fair Credit Reporting Act, 15 U.S.C. §§ 1681–1681x ..... 3

25 **RULES**

26 Federal Rule of Civil Procedure 23(h) ..... 3

1 **I. INTRODUCTION.**

2 The Court has preliminarily approved the settlement Plaintiffs Elettra Meeks, Joseph Delacruz,  
3 Stephanie Laguna, and Amber Leonard, individually and on behalf of the proposed Settlement Classes,<sup>1</sup>  
4 have achieved against Defendant Equifax Information Services, LLC. (ECF 64.) The Settlement  
5 Agreement provides for both monetary and injunctive relief and will resolve the claims of Plaintiffs and the  
6 Rule 23(b)(3) Settlement Class Members deriving from Equifax’s alleged violations of state and federal law  
7 through its reporting of certain defaulted debts stemming from Great Plains, Plain Green, and MobiLoan  
8 loans. The monetary relief will provide cash payments to Rule 23(b)(3) Settlement Class Members, as well  
9 as pay for notice and administration costs, and any award of attorneys’ fees and costs and Service Awards  
10 that the Court may approve. 4,922 Settlement Class Members submitted valid claims and will receive a  
11 \$500 payment, which results in a total settlement fund of \$2,461,000. Along with the \$500 cash payment to  
12 each of the 4,922 Settlement Class Members, the entire Settlement Class also receives important and  
13 valuable injunctive relief: Equifax has agreed to certain practice changes—both retrospective and  
14 prospective in the form of a Court-ordered injunction—relating to the reporting of the loans at issue.

15 This valuable relief provided by the Settlement was secured with the assistance of private mediation  
16 conducted by retired Judge Diane Welsh, which was supplemented by extensive arms’-length negotiations  
17 by experienced and informed counsel. The Parties did not discuss proposed requests for attorneys’ fees or  
18 Class Representative Service Awards until they had an agreement in principle on the monetary and non-  
19 monetary relief the Settlement affords. (Ex. 1, Bennett Decl. ¶ 10.)

20 Accordingly, Plaintiffs request that the Court (1) approve the proposed award of attorneys’ fees in  
21 the amount of \$300,000 for achieving the injunctive relief, and \$812,1300 (*i.e.*, one third of the \$2,461,000  
22 amount of valid claims), which will *not* be paid from Settlement Class Members’ \$500 cash payments but,  
23 rather, as a separate amount on top of the total settlement fund of \$2,461,000; and (2) award Named  
24 Plaintiffs Elettra Meeks, Joseph Delacruz, Stephanie Laguna, and Amber Leonard \$5,000 each for their

25 \_\_\_\_\_  
26  
27 <sup>1</sup> Unless otherwise specifically defined herein, all capitalized terms have the same meanings as those set forth in the parties’ Settlement Agreement (“SA”), filed as Docket Entry 60-1 in this action.



1 service as Class Representatives in this case. Collectively, this will require Equifax to pay a total of  
2 \$1,112,820 in attorneys' fees and \$20,000 in service awards.

3 Equifax does not oppose the relief sought in this Motion.

#### 4 **II. BACKGROUND.**

5 This litigation arises from alleged violations of state and federal laws related to Equifax's reporting  
6 of information related to online short-term loans that carried triple-digit interest rates. Following significant  
7 litigation against multiple non-parties in several jurisdictions, Class Counsel and others were able to largely  
8 wipe away these illegal loans and obtain meaningful cash relief for thousands of consumers. Nevertheless,  
9 some of these loans found their way into the hands of debt collectors who made efforts to collect on the  
10 illegal loans. These efforts included placing the debts on consumers' Equifax credit reports, and  
11 impermissibly "re-aging" the debts by changing the date of first delinquency of the debts to make them  
12 appear more recent and avoid the FCRA's provision that requires the deletion from reports of derogatory  
13 information that is older than seven years. 15 U.S.C. § 1681c(a). Plaintiffs allege Equifax's impermissible  
14 actions resulted in Class Members needlessly making payments to debt collectors on the illegal loans.

15 Plaintiffs commenced this case to stop this credit reporting of the unlawful debts. After meaningful  
16 litigation and exchange of information, they struck a deal with Equifax that would pay meaningful cash  
17 benefits to Class Members and end the reporting of these loans—by way of injunctive relief—once and for  
18 all. The Court preliminarily approved the Settlement August 21, 2023, and notice has gone to Class  
19 Members. In addition to the particulars of the Settlement the notice communicated to Class Members Class  
20 Counsel's intent to request the awards sought in this Motion.

21 As detailed below, Class Counsel's and Plaintiffs' efforts in the face of the attendant risks justify the  
22 requested award of fees and Service Awards. In support of their application approving payment for fees  
23 and service awards, Class Counsel rely upon the Declarations of Leonard A. Bennett and Kristi Kelly (Exs.  
24 1–2) which set forth Class Counsel's time, efforts, and the expenses incurred on behalf of Plaintiffs and the  
25 Classes in reaching the Settlement.

26 The relief obtained is significant, as it accomplishes the key goal underlying this lawsuit—to stop  
27 the reporting of Plain Green, Great Plains, and MobiLoans debts. In addition to meeting this goal, Class

1 Counsel also negotiated meaningful monetary relief—repayment to consumers of \$500—half of the \$100  
 2 to \$1,000 range of statutory damages the FCRA permits courts to award for willful violations. 15 U.S.C. §  
 3 1681n. The \$1,109,820 in attorneys’ fees Class Counsel requests, which amounts to a 5.68 multiplier over  
 4 their accumulated lodestar, is reasonable and appropriate, fitting well within the contours the Ninth Circuit  
 5 has established for approving such awards. And no amount Class Counsel receives in fees will reduce the  
 6 amount Class Members receive because Equifax has agreed to pay one-third for attorneys’ fees based on  
 7 the total amount of claims submitted. Likewise, the modest \$5,000 Service Awards Plaintiffs seek are within  
 8 the range ordinarily granted by Courts in this Circuit. The Court should therefore grant Plaintiffs’ request in  
 9 full.

### 10 **III. ARGUMENT AND AUTHORITIES.**

11 Federal Rule of Civil Procedure 23(h) provides: “In a certified class action, the court may award  
 12 reasonable attorney’s fees and nontaxable costs that are authorized by law or by the parties’ agreement.”  
 13 FED. R. CIV. P. 23(h). Further, the federal statute under which this litigation arises, the Fair Credit  
 14 Reporting Act, 15 U.S.C. §§ 1681–1681x (“FCRA”), is a fee-shifting statute that mandates the award of  
 15 reasonable attorney’s fees and costs to a prevailing party. 15 U.S.C. §§ 1681n(a)(3), 1681o(a)(2).

16 “Attorneys’ fees provisions included in proposed class action settlement agreements are, like every  
 17 other aspect of such agreements, subject to the determination whether the settlement is ‘fundamentally fair,  
 18 adequate, and reasonable.’” *Staton v. Boeing Co.*, 327 F.3d 938, 963 (9th Cir. 2003) (quoting FED. R. CIV. P.  
 19 23(e)). The Court has discretion as to the amount of fees to award. *Vizcaino v. Microsoft Corp.*, 290 F.3d  
 20 1043, 1047 (9th Cir. 2002). Class Counsel’s request for fees is reasonable, as demonstrated below.

#### 21 **A. The Requested Fees Are Eminently Reasonable Under Just About Any Analysis.**

##### 22 **1. A fee equal to one third of the amount Equifax will pay Class Members is** 23 **reasonable.**

24 The Settlement Agreement separately provides for compensation for Class Counsel in recognition  
 25 of their work in achieving a substantial monetary award for the Rule 23(b)(3) Class Members, by securing  
 26 an award equal to 33% of the amount Equifax ultimately pays to Class Members who submit valid claims.  
 27 (Settlement Agmt. § 6.1(b).) Notably, this one-third is the amount Equifax will pay in fees, above the total

1 number of \$500 payments it makes to Class Members. (*Id.*) In other words, this payment of fees will not  
2 reduce the amount Class Members will recover for their claims. The requested fee is therefore reasonable  
3 under the percentage-of-the-fund analysis, as confirmed by a lodestar cross-check considering Class  
4 Counsel’s total documented lodestar of \$195,287. (*See* Ex. 1, Bennett Decl. ¶ 18; Ex. 2, Kelly Decl. ¶ 25.)

5 Generally, under the percentage method, a court assesses the amount of the common fund by  
6 determining the value of the benefits that the settlement agreement confers upon the class and then awards  
7 a percentage of that fund as attorneys’ fees. *Staton*, 327 F.3d at 974–75. This method closely, and  
8 appropriately, ties class counsel’s compensation to the results achieved. Better results mean, to a point, a  
9 larger recovery.

10 In the Ninth Circuit, the typical range of acceptable attorneys’ fees is 20% to 33 1/3% of the total  
11 settlement value. *Powers v. Eichen*, 229 F.3d 1249, 1256 (9th Cir. 2000); *see Rodriguez v. D.M. Camp & Sons*,  
12 No. 1:09-cv-00700-AWI-JLT, 2013 WL 2146927, at \*13 (E.D. Cal. May 15, 2013) (“In the Ninth Circuit,  
13 the typical range of acceptable attorneys’ fees is 20% to 33 1/3% of the total settlement value, with 25%  
14 considered the benchmark” and granting fee request of 30% of \$675,000 common fund); *see McMorrow v.*  
15 *Mondelez Int’l, Inc.*, No. 17-cv-02327-BAS-JLB, 2022 WL 1056098, at \*7 (S.D. Cal. Apr. 8, 2022), *appeal*  
16 *dismissed sub nom. McMorrow v. Huang*, No. 22-55475, 2022 WL 3226187 (9th Cir. June 6, 2022) (awarding  
17 attorneys’ fees in the amount of one-third of common fund); *Greer v. Dick’s Sporting Goods, Inc.*, No. 2:15-cv-  
18 01063-KJM/CKD, 2020 WL 5535399, at \*8 (E.D. Cal. Sept. 15, 2020) (approving attorney’s fees of 33  
19 percent in a class-action settlement); *see also Laffitte v. Robert Half Int’l Inc.*, 231 Cal. App. 4th 860, 871 (Cal.  
20 Ct. App. 2014) (“33 1/3 percent of the common fund is consistent with, and in the range of, awards in  
21 other class action lawsuits”); *Chavez v. Netflix, Inc.*, 162 Cal. App 4th 43, 66 n.11 (Cal Ct. App. 2008)  
22 (“Empirical studies show that, regardless whether the percentage method or the lodestar method is used,  
23 fee awards in class actions average around one-third of the recovery.”). More often than not, those fee  
24 awards are taken from the fund that is created for class members, meaning class member receive less  
25 because their lawyers are being paid a fee. And while that is a sound and recognized method of paying  
26 counsel with which Counsel here take no issue, here Class Counsel will be paid their fees calculated upon  
27

1 the total fund available to Class Members, but the payment Equifax makes in fees will not reduce the  
2 amount Class Members are paid.

3 While 25% has been set as a benchmark in this Circuit, courts nevertheless recognize, “[h]owever,  
4 in most common fund cases, the award exceeds [the 25%] benchmark.” *In re Omnivision Techs., Inc.*, 559 F.  
5 Supp. 2d 1036, 1047 (N.D. Cal. 2008) (citing *In re Activision Secs. Litig.*, 723 F. Supp. 1373, 1377 (N.D. Cal.  
6 1989) (“This court’s review of recent reported cases discloses that nearly all common fund awards range  
7 around 30% even after thorough application of either the lodestar or twelve-factor method.”)). As the  
8 Ninth Circuit has held, “[t]he 25% benchmark rate, although a starting point for analysis, may be  
9 inappropriate in some cases. Selection of the benchmark or any other rate must be supported by findings  
10 that take into account all of the circumstances of the case.” *Vizcaino*, 290 F.3d at 1048–50. Thus, in  
11 *Vizcaino*, the Ninth Circuit approved an award of attorneys’ fees amounting to 28% of the common fund,  
12 which was based on the district court’s consideration of factors including the excellent results achieved by  
13 counsel, the risky nature of the representation, the benefits generated for the class “beyond the cash  
14 settlement fund,” the market rate for such contingency representation, and the length and expense of the  
15 litigation. *Id.* at 1048–50; *see also In re Wash. Public Power Supply System Secs. Litig.*, 19 F.3d 1291, 1299–1302  
16 (9th Cir. 1994) (holding district court abused its discretion in failing to apply risk multiplier to lodestar).

17 Here, the analysis is simple. Class Counsel’s request for the equivalent of one-third falls within the  
18 range this Circuit has recognized as reasonable without even considering the value of the injunctive relief,  
19 which is estimated to be worth \$1.95 million. Considering the entire proposed fee yields the same result, as  
20 the \$1,112,130 total requested is approximately one-third of the total amount Equifax will likely pay in this  
21 case—\$3,573,130.<sup>2</sup> There is no reason to abandon the settled standard, as the fees accomplish the intent of  
22 such awards by compensating Counsel based on the actual relief achieved and not some unknown or  
23 unachievable, potential recovery. Class Members obtain meaningful cash relief, and Class Counsel seeks as  
24

25 \_\_\_\_\_  
26  
27 <sup>2</sup> This amount results from adding the total to be paid to Class Members (\$2,461,00), the one-third  
proposed fee (\$812,130), and the fee tied to the injunctive relief (\$300,000).

1 attorneys' fees an amount in line with the Ninth Circuit's recognized standard based on the cash relief that  
2 Class Members will actually see.

3 The Court considers the reasonableness of the percentage against several factors: (1) the results  
4 achieved; (2) the risk of litigation; (3) the skill required and the quality of work; (4) the contingent nature of  
5 the fee and the financial burden carried by the plaintiff; and (5) awards made in similar cases. *See Vizcaino*,  
6 290 F.3d at 1048–50. All of these factors favor granting the requested fee.

7 **a. The results achieved favor granting the requested fee.**

8 Courts generally recognize that the “most critical” factor in assessing the reasonableness of a fee  
9 award is the result obtained for the class. *Hensley v. Eckerhart*, 461 U.S. 424, 436 (1983). Here, Class Counsel  
10 obtained significant monetary relief compared to other FCRA class settlements. *See Roe v. IntelliCorp Records*,  
11 *Inc.*, No. 12-2288, ECF No. 139 (N.D. Ohio June 5, 2014) (final approval of settlement of alleged  
12 inaccurate reporting, and other FCRA claims, providing for \$50–\$270 net per class member); *Ryals v.*  
13 *HireRight Sols. Inc.*, No. 09-625, ECF No. 127 (E.D. Va. Dec. 22, 2011) (final approval of settlement  
14 involving § 1681e(b) claims, providing \$15–\$200 gross per class member recovery); *Ori v. Fifth Third Bank*,  
15 *Fiserv, Inc.*, No. 08-432, ECF No. 217 (E.D. Wis. Jan. 10, 2012) (final approval of settlement of alleged  
16 inaccurate mortgage loan reporting, claims-made, each claimant receiving approximately \$55); *Speers v. Pre-*  
17 *Employ.com, Inc.*, No. 13-1849, ECF No. 83 (D. Or. Feb. 10, 2016) (final approval of settlement of failure to  
18 maintain strict procedures when reporting adverse public record information, resulting in approximately  
19 \$153 net per class member); *Villafior v. Equifax Info. Servs. LLC*, No. 09-329, ECF No. 177 (N.D. Cal. May  
20 3, 2011) (final approval of settlement of § 1681e(b) claims, providing credit monitoring for class members  
21 with a retail value of \$155); *Reyes v. Experian Info. Sols., Inc.*, No. 20-55909, 2021 WL 1310961, at \*1 (9th Cir.  
22 Apr. 8, 2021) (noting that the proposed settlement resulted in class members receiving “at least \$270 after  
23 deductions” in a § 1681e(b) case); *Serrano v. Sterling Testing Sys., Inc.*, 711 F. Supp. 2d 402, 416 (E.D. Pa.  
24 2010) (approving an FCRA settlement where “Plaintiffs have secured a result which comes close to the  
25 minimum range of [statutory] damages without any risk”); *Lengel v. HomeAdvisor, Inc.*, No. 15-2198-KHV,  
26 2017 WL 364582, at \*9 (D. Kan. Jan. 25, 2017) (approving, with modifications, a settlement where “each  
27 settlement class member will receive at least \$50”); *Pietras v. Sentry Ins. Co.*, 513 F. Supp. 2d 983, 985 (N.D.

1 Ill. 2007) (citing “eighteen cases, which settled for an average of \$34.59 per class member”); *Bailes v. Lineage*  
2 *Logistics, LLC*, No. 15-cv-02457-DDC-TJJ, 2016 WL 4415356, at \*6 (D. Kan. Aug. 19, 2016) (approving an  
3 FCRA settlement for \$149,205 for a class of 3,430, which correlates to \$43.50 per person); *Estes v. L3*  
4 *Techs., Inc.*, No. 3:17-cv-02356-H-LL, 2019 WL 141564, at \*2 (S.D. Cal. Jan. 9, 2019) (granting final  
5 approval of class settlement of “FCRA claims” where “each of the 764 FCRA Class members receives  
6 \$75”). As one court has noted:

7           after conducting a review of similar FCRA class actions, the Court concludes that the per-  
8           class member gross recovery of \$100.00 obtained in this case is an **excellent result** and  
          weighs in favor of the requested fee award [of 30% of the fund].

9 *Gibbs v. Centerplate, Inc.*, No. 8:17-cv-02187-EAK-JSS, 2018 WL 6983498, at \*8 (M.D. Fla. Dec. 28, 2018)  
10 (emphasis added), *report and recommendation adopted*, 2019 WL 1093441 (M.D. Fla. Jan. 7, 2019). Here, the  
11 financial results are five times greater than the “excellent result” in *Gibbs*.

12           The settlement not only garners significant monetary relief, but also injunctive relief—a remedy  
13 that is likely not available under the FCRA if the case had proceeded to trial. *DeVries v. Experian Info. Sols.,*  
14 *Inc.*, No. 16-cv-02953-WHO, 2018 WL 1426602, at \*3 n.2 (N.D. Cal. Mar. 22, 2018) (declining to rule on  
15 the issue, but noting that whether injunctive relief is available under the FCRA is unsettled law and that  
16 most courts in the Ninth Circuit have held that FCRA does not provide injunctive relief). And Class  
17 Counsel obtained this relief in the face of the meaningful defenses Equifax planned to mount, such as its  
18 lack of knowledge regarding the tribal settlements.

19           Understanding the challenges of this litigation that could have prevented Class Members from  
20 recovering anything at all, Class Counsel sought a resolution that would ensure that (1) the Tribal Loans at  
21 issue would no longer be reported; and (2) Class Members receive some aspect of meaningful monetary  
22 relief for Equifax’s violation of the FCRA. Class Counsel was able to achieve both goals, even though  
23 Equifax was prepared to argue that the prior class settlements did not cover certain debts that were sold to  
24 third party debt collectors, making its reporting of the collection accounts accurate. Despite these  
25 difficulties, Class Counsel was able to obtain sufficient documents and class size data to negotiate a  
26 classwide settlement and obtain a highly favorable result.

1 Although it took several additional months of negotiation under the supervision of a nationally  
2 recognized mediator, the Parties agreed to a settlement that provides substantial cash payments to Class  
3 Members who had the void loans reported by Equifax to a third party. Because of Equifax’s meaningful  
4 defenses, Class Members will be required to affirm they were harmed by Equifax’s reporting of the loans at  
5 issue. Upon completion of the affirmation, Class members will receive their \$500 payment. This monetary  
6 relief, coupled with the scrubbing of the illegal loans from their credit files, comprises an excellent result  
7 for Class Members.

8 The efficiency by which Class Counsel achieved this relief is also a benefit to Class Members, as  
9 this Court has recognized that classes benefit from “resolution when further litigation would have delayed  
10 any potential recovery for the Class and have been costly and risky.” *Perkins v LinkedIn Corp.*, No. 13-cv-  
11 04303-LHK, 2016 WL 613255, at \*2 (N.D. Cal. Feb. 16, 2016). Among other things, absent settlement,  
12 Plaintiffs would likely have had to defeat a motion for summary judgment by Equifax, as well prevail at  
13 class certification, then defeat a Rule 23(f) petition to the Ninth Circuit, then prevail at trial, and on appeal.  
14 The Settlement avoids all of these potential pitfalls, a loss for Plaintiffs on any of which would dispose of  
15 the case either as a whole or a class action. *See In re Aftermarket Auto. Lighting Prods. Antitrust Litig.*, No. 09  
16 MDL 2007, 2014 WL 12591624, at \*4 (C.D. Cal. Jan. 10, 2014) (recognizing the benefit of counsel’s  
17 “effective and efficient” prosecution of the case).

18 The meaningful injunctive relief obtained by Class Counsel is also an important component of  
19 assessing the results obtained on behalf of the class. *See Staton*, 327 F.3d at 974; *see also Vizcaino*, 290 F.3d at  
20 1049 (consideration given to “counsel’s performance generated benefits beyond the cash settlement fund”).  
21 This Court has historically taken the value of such injunctive relief into account when called to weigh the  
22 reasonableness of the percentage of fees sought by class counsel against the total value of the settlement  
23 obtained. *See McLeod v. Bank of Am., N.A.*, No. 16-cv-03294-EMC, 2019 WL 1170487, at \*6-7 (N.D. Cal.  
24 Mar. 13, 2019) (noting that the value of the injunction “would reduce the fee request to 25% of the total  
25 settlement value.”); *see also Marolda v. Symantec Corp.*, No. 08-cv-05701 EMC, 2013 WL 12310821, at \*6  
26 (N.D. Cal. Apr. 5, 2013). In this case, significant injunctive relief was secured by removing the illegal loans  
27 from the class members’ credit reports and ensuring these loans are not reported in the future, providing

1 substantial consumer benefits. The Settlement Agreement recognized the value of this injunctive relief by  
 2 awarding Class Counsel a distinct payment of \$300,000. This payment—like the proposed one-third  
 3 payment—for securing injunctive relief is in addition to, and does not affect, any monetary compensation  
 4 to Class Members, ensuring their cash recovery remains unaffected. That is because Equifax will pay this  
 5 fee separately from any Class relief. (Settlement Agmt. § 6.1(a).)

6 On the whole, the Court should have little difficulty concluding that the fees sought are reasonable  
 7 in light of the meaningful, comprehensive relief Class Counsel achieved and that the fees will not reduce  
 8 any payments or other relief to Class Members.

9 **b. Plaintiffs risked much in pursuing unproven claims with no guarantee**  
 10 **of repayment.**

11 Class Counsel handled this case on a wholly contingency basis and undertook the risk of no  
 12 recovery. The Ninth Circuit has recognized the significance of that risk. *See In re Online DVD-Rental*  
 13 *Antitrust Litig.*, 779 F.3d 934, 954-55 (9th Cir. 2015) (upholding award of fees and costs, finding district  
 14 court “correctly noted that class counsel risked great time and effort”) (citing *Vizcaino*, 290 F.3d at 1048)  
 15 (“Uncertainty that any recovery ultimately would be obtained is a highly relevant consideration. Indeed, the  
 16 risks assumed by Counsel, particularly the risk of non-payment or reimbursement of expenses, is important  
 17 to determining a proper fee award.”); *see also Jensen. v. First Tr. Corp.*, No. CV 05-3124 ABC, 2008 WL  
 18 11338161, at \*12 (C.D. Cal. June 9, 2008) (internal citation omitted).

19 The risk is highlighted in this case, as Class Counsel pursued largely untested claims against a  
 20 Defendant with practically unlimited litigation resources, opposite experienced and skilled defense  
 21 attorneys, and did so with no guarantee it would receive anything as payment for its time and effort.  
 22 Indeed, Class Counsel has incurred more than \$195,000 in attorneys’ fees and more than \$20,000 in  
 23 expenses litigating this case and has not yet received any payment or reimbursement of either.<sup>3</sup> The Court  
 24 should therefore conclude that this factor favors granting the requested fee.

25 \_\_\_\_\_  
 26  
 27 <sup>3</sup> (Ex. 1, Bennett Decl. ¶ 21; Ex. 2, Kelly Decl. ¶ 29.) Class Counsel also notes that it is not seeking a  
 separate payment of litigation expenses, but instead those will be subsumed within the proposed fee award.



1                   **c.       The skill of Counsel and quality of their work support the requested**  
2                   **fee.**

3           Despite the challenges this case presents, Class Counsel was able to litigate it efficiently because of  
4 their experience in litigating class action cases, and in particular class actions involving tribal loans. (ECF  
5 60-5 ¶¶ 19–22; ECF 60-3 ¶¶ 9–12.) In fact, Class Counsel was able to use their work from the prior  
6 litigation against Great Plains, Plain Green, and MobiLoans to more effectively litigate this case. This depth  
7 of experience with such loans and class action litigation allowed Class Counsel to pursue the case and  
8 negotiate a settlement that capitalized on the strengths of the claims while accounting for the risks of  
9 continued litigation.

10           At the same time, “[t]he quality of opposing counsel is also relevant to the quality and skill that  
11 class counsel provided.” *Destefano v. Zynga, Inc.*, No. 12-cv-04007-JSC, 2016 WL 537946, at \*17 (N.D. Cal.  
12 Feb. 11, 2016). As previously noted, Equifax engaged skilled class action defense attorneys with substantial  
13 experience and who presented meaningful defenses to Plaintiffs’ claims. Class Counsel’s ability to negotiate  
14 a favorable and meaningful settlement against the quality of work done by and negotiating skills of  
15 Equifax’s counsel further supports the fee request. *See Lofton v. Verizon Wireless (VAW) LLC*, No. C 13-  
16 05665 YGR, 2016 WL 7985253, at \*1 (N.D. Cal. May 27, 2016) (the “risks of class litigation against an able  
17 defendant well able to defend itself vigorously” support an upward adjustment in the fee award); *Knight v.*  
18 *Red Door Salons, Inc.*, No. 08-01520, 2009 WL 248367, at \*6 (N.D. Cal. Feb. 2, 2009) (where defense counsel  
19 “understood the legal uncertainties in this case[ ] and were in a position to mount a vigorous defense,” the  
20 favorable settlement was a “testament to Plaintiffs’ counsel’s skill”).

21           This case is no different than these examples. Class Counsel applied their significant skill and  
22 expertise in class actions and with tribal loans to achieve for Class Members both substantial monetary and  
23 non-monetary relief, with a Court-ordered guarantee that these void loans will not follow them around for  
24 years to come. Not everyone can competently take on such litigation and achieve such significant results,  
25 further supporting that the requested fee is reasonable and should be awarded.

26                   **d.       Awards in similar cases favor granting the requested fee.**

27           The requested 33% fee here is higher than the benchmark 25%. The 33% portion remains  
reasonable, however, particularly because it is based upon the amount of money actually claimed by Class

1 Members and the uncertainty surrounding the number of Class Members who will claim their monetary  
 2 rewards. This unpredictability affects the total fund size, presenting a further financial risk for Class  
 3 Counsel. Additionally, the requested fee is well within the range of approval and is consistent with fee  
 4 awards in other FCRA and consumer class actions. *See, e.g., Leo v. AppFolio, Inc.*, No. 3:17-cv-05771-RJB  
 5 (W.D. Wash.) at ECF 57, 65 (awarding \$1.3 million in fees, representing 29.4% of common fund in FCRA  
 6 class action); *Patel v. Trans Union, LLC*, No. 14-cv-00522-LB, 2018 WL 1258194, at \*5-7 (N.D. Cal. Mar. 11,  
 7 2018) (approving an award of attorneys' fees to class counsel amounting to 32% of the common fund);  
 8 *Ikuseghan v. Multicare Health Sys.*, No. C 14-5539 BHS, 2016 WL 4363198, at \*2 (W.D. Wash. Aug. 16, 2016)  
 9 (approving 30% fee in consumer protection class action).<sup>4</sup>

10 This is also not a case in which awarding 33% of a mega-fund settlement would provide Class  
 11 Counsel with a windfall. *See In re Bluetooth Headset Prods. Liab. Litig.*, 654 F.3d 935, 942 (9th Cir. 2011). The  
 12 ultimate settlement fund is not a large or artificially inflated number, it is the amount of money that will  
 13 actually leave the control of Equifax and find its way into Class Members' hands. Class Counsel has based  
 14 their fee request on this real, ascertainable number. Consideration of all relevant factors confirms the  
 15 reasonableness of a fee award equal to 33% of the Settlement Fund.

---

16  
 17  
 18 <sup>4</sup> *See also Johnson v. General Mills, Inc.*, No. SACV 10-00061-CJC(ANx), 2013 WL 3213832, at \*6 (C.D. Cal.  
 19 June 17, 2003) (awarding fees amounting to "30% of the total settlement fund" and observing that "[o]ther  
 20 courts have regularly awarded fee amounts above the benchmark in common fund cases.") (citing *Vasquez*  
 21 *v. Coast Valley Roofing, Inc.*, 266 F.R.D. 482, 491 (E.D. Cal. 2010) ("The typical range of acceptable attorneys'  
 22 fees in the Ninth Circuit is 20% to 33 1/3% of the total settlement value, with 25% considered the  
 23 benchmark. However, the exact percentage varies depending on the facts of the case, and in most common  
 24 fund cases, the award exceeds that benchmark.") (internal quotation marks and citations omitted)); *Schiller v.*  
 25 *David's Bridal, Inc.*, No. 1:10-cv-00616-AWI-SKO, 2012 WL 2117001 at \*19 (E.D. Cal. June 11, 2012)  
 26 (approving attorney fee award that represented 32.1% of the total class settlement amount); *Franco v. Ruiz*  
 27 *Foods Prods., Inc.*, No. 1:10-cv-02354-SKO, 2012 WL 5941801 at \*18 (E.D. Cal. Nov. 27, 2012) (holding  
 attorney's fees award of 33 percent of the total class settlement amount as fair and reasonable); *Hofstetter v.*  
*Chase Home Finance, LLC*, No. C 10-1313 WHA, 2011 WL 5545912 at \*2 (N.D. Cal. Nov. 14, 2011)  
 (granting attorney's fee award that represented 32% of class settlement); *In re Heritage Bond Litig.*, No. 02-  
 ML-1475-DT, 2005 WL 1594403 at \*19-21 (C.D. Cal. June 10, 2005) (awarding fees amounting to one-  
 third of the common fund and citing *In re Mego Fin. Corp. Sec. Litig.*, 213 F.3d 454, 460 (9th Cir. 2000)  
 (affirming award of fees equal to one-third of total recovery); *In re Public Ser. Co. of N.M.*, No. 91-00536-M,  
 1992 WL 278452 at \*1, \*12 (S.D. Cal. July 28, 1992) (awarding one-third); *Antonopoulos v. N. Am.*  
*Thoroughbreds, Inc.*, No. 87-00979-G-CM, 1991 WL 427893 at \*1, \*4 (S.D. Cal. May 6, 1991) (awarding one-  
 third).

1                   **2. The \$300,000 fee tied to the injunctive relief is likewise reasonable.**

2           Apart from the fees requested as a percentage of the valid claims submitted by Class Members,  
3 Equifax has agreed to separately pay Class Counsel attorneys' fees of \$300,000 for the injunctive-relief  
4 aspect of the Settlement. (Settlement Agmt. § 6.1(a).) This award will, like the other, not reduce the  
5 recovery for Class Members because Equifax will separately pay it, and was negotiated after the Parties had  
6 agreed in principle on all aspects of Class relief. (*Id.*; Ex. 1, Bennett Decl. ¶ 10.) Courts in this Circuit  
7 evaluate such fee awards in largely the same way as percentage-of-the-fund fees, and principally by  
8 examining whether the overall result “benefits the class members by serving the goals of th[e] litigation . . .  
9 .” *In re Google Inc. St. View Elec. Commc’ns Litig.*, 21 F.4th 1102, 1120 (9th Cir. 2021).

10           For the reasons explained above, the Court should conclude that the injunctive-relief fee is likewise  
11 reasonable under the circumstances of this case.

12           And, moreover, the non-monetary benefits are indeed meaningful and benefit Class Members.  
13 They will see these loans permanently wiped from their Equifax files and immediately deleted upon receipt  
14 of a dispute, and Equifax will put in place genuine safeguards designed to prevent the resurfacing of the  
15 loans in the future. (Settlement Agmt. § 4.1.) The Parties estimate that the Settlement Class encompasses  
16 39,000 members, which places the likely value of the injunctive relief in the millions of dollars.

17           Evan Hendricks, nationally recognized expert on credit reporting, has opined in a Declaration filed  
18 in support of preliminary approval about the value of the injunctive relief. As he notes, because derogatory  
19 accounts like those at issue here—furnished to Equifax by debt collectors—can remain on consumers’  
20 credit histories for up to seven years, they hound consumers for long periods. (ECF 60-4 ¶¶ 33–35, 50.) He  
21 concludes that removing such derogatory reporting from consumers’ reports stands to result in an  
22 improvement of their credit capacity. (*Id.* ¶ 51.) Thus, he further comments, based on his experience and  
23 knowledge about credit scoring and the impact of such negative information on that scoring, he has little  
24 difficulty in concluding that the injunctive relief is worth at least \$50 in increased credit capacity to each  
25 Class Member. (*Id.* ¶ 52.) Multiplied by the 39,000 or so Class Members that stand to benefit from the  
26 increased capacity that results from the injunctive relief values it at approximately \$1.95 million. (*Id.*) Mr.

1 Hendricks further explains that he considers this estimate to be conservative, “as a larger per-consumer  
2 number would be entirely justified given the nature of the violations Plaintiffs allege.” (*Id.* ¶ 53.)

3 Adopting Mr. Hendricks’ valuation, the \$300,000 proposed fee amounts to just 15% of his  
4 conservative estimate. That amount is well below even the lower-end of the fee awards discussed above,  
5 which should give the Court little pause in concluding that the requested fee tied to just the injunctive relief  
6 is likewise reasonable under the circumstances.

7 At bottom, the total request fee is reasonable and justified in light of the significant relief Class  
8 Counsel was able to achieve pursuing untested claims against skilled Defense Counsel representing a client  
9 with more-than-sufficient wherewithal to vigorously defend against these claims. The Court should  
10 conclude that the combined requested fee of \$1,109,820 is reasonable and warrants approval.

11 **B. Assessing The Fee Against Counsel’s Lodestar Confirms Its Reasonableness.**

12 To assure the reasonableness of the proposed fee, the Court may compare it against counsel’s  
13 lodestar, the attorneys’ fees counsel billed to the case. *In re Lyft Inc. Sec. Litig.*, No. 19-cv-02690-HSG, 2023  
14 WL 5068504, at \*12 (N.D. Cal. Aug. 7, 2023). This Court has explained that “[t]he ‘lodestar figure is  
15 calculated by multiplying the number of hours the prevailing party reasonably expended on the litigation (as  
16 supported by adequate documentation) by a reasonable hourly rate for the region and for the experience of  
17 the lawyer.’” *Id.* In the context of a cross-check, the Court need not engage in detailed calculation of the  
18 lodestar, it may instead rely on summaries like those Counsel provides here. *Bellinghousen v. Tractor Supply*  
19 *Co.*, 306 F.R.D. 245, 264 (N.D. Cal. 2015) (“[I]t is well established that ‘[t]he lodestar cross-check  
20 calculation need entail neither mathematical precision nor bean counting . . . [courts] may rely on  
21 summaries submitted by the attorneys and need not review actual billing records.’”) (quoting *Covillo v.*  
22 *Specialty’s Café*, No. 11-cv-00594-DMR, 2014 WL 954516 (N.D. Cal. Mar. 6, 2014)).

23 Here, Counsel’s lodestar is \$195,287 (Ex. 1, Bennett Decl. ¶ 18; Ex. 2, Kelly Decl. ¶ 25), but does  
24 not include significant time that could have been billed or time yet expended between now and the time the  
25 settlement is finally approved and brought to completion. Class Counsel’s hourly rates range from \$550 to  
26 \$850 for partners, \$525 for associates, and \$225 for paralegals, which is in line with prevailing rates in this  
27 district for personnel of comparable experience, skill, and reputation. (Ex. 1, Bennett Decl. ¶¶ 31, 35; Ex. 2,

1 Kelly Decl. ¶ 22); *see, e.g., Hefler v. Wells Fargo & Co.*, No. 16-cv-05479, 2018 WL 6619983, at \*14 (N.D. Cal.  
2 Dec. 18, 2018) (concluding rates ranging from \$650 to \$1,250 for partners or senior counsel and from \$400  
3 to \$650 for associates were reasonable); *In re Volkswagen “Clean Diesel” Mktg., Sales Prac., & Prod. Liab.*  
4 *Litig.*, No. 2672 CRB (JSC), 2017 WL 1047834, at \*5 (N.D. Cal. March 17, 2017) (finding rates ranging  
5 from \$275 to \$1,600 for partners, \$150 to \$790 for associates, and \$80 to \$490 for paralegals reasonable).  
6 Further, the attorneys’ fee is directly linked to the actual compensation paid by Equifax, not the  
7 hypothetical maximum payout. As the number of claims is largely finalized, Plaintiffs have calculated the  
8 multiplier against the most-recent estimates of valid claims from the Settlement Administrator. As of this  
9 filing, the Administrator has received 4,922 valid claims, which will result in a total outlay of \$2,461,000 in  
10 \$500 payments. A fee equal to one-third of that fund results in \$812,130, and adding the \$300,000 agreed-  
11 upon fee for the injunctive relief settlement results in a total requested fee of \$1,112,130.

12 The resulting multiplier is therefore 5.69, which should not support a conclusion that the proposed  
13 fee is not reasonable. In similar cases, courts have approved multipliers ranging from 1 to nearly 20. *See*  
14 *Vizcaino*, 290 F.3d at 1051 n.6 (identifying a range of 0.6 to 19.6 in a survey of 24 cases); *see Rinky Dink, Inc.*  
15 *v. World Bus. Lenders, LLC*, No. C14-0268-JCC, 2016 WL 3087073, at \*4 (W.D. Wash. May 31, 2016) (citing  
16 4 NEWBERG ON CLASS ACTIONS § 14.7 for the proposition that “courts typically approve percentage  
17 awards based on lodestar cross-checks of 1.9 to 5.1 or even higher . . . .”); *see also Williams v. Rohm & Haas*  
18 *Pension Plan*, No. 04-0078-SEB, 2010 WL 4723725 (S.D. Ind. Nov. 12, 2010), *aff’d*, 658 F.3d 629 (7th Cir.  
19 2011) (awarding fees of \$43.5 million, representing 5.85 multiplier).

20 Since the proposed fee in this case is (1) a modest proportion of the estimated value of the  
21 injunctive relief; (2) directly linked to Class Member participation instead of a theoretical number that  
22 Equifax may never pay; and (3) does not reduce Class Member recovery at all because it is being paid  
23 separately by Equifax, the Court should have little difficulty concluding that overall, the lodestar cross-  
24 check supports the reasonableness of the requested fee.

25 **C. The Requested Service Awards Are Reasonable and Appropriate.**

26 The Agreement provides for, and Plaintiffs now request, an individual settlement and service award  
27 of \$5,000 each, in recognition of their bringing these claims and further service to the Settlement Class.

1 Such awards, which promote the public policy of encouraging individuals to undertake the responsibility of  
2 representative lawsuits, should be approved. *See Rodriguez v. West Pub'ing Corp.*, 563 F.3d 948, 958-59 (9th  
3 Cir. 2009) (finding service awards may also be appropriate to “compensate class representatives for work  
4 done on behalf of the class, to make up for financial or reputational risk undertaken in bringing the action,  
5 and, sometimes, to recognize their willingness to act as a private attorney general”).

6 The requested awards here would compensate Plaintiffs for their contributions in stepping forward  
7 initially to bring this case and given their continued representation and involvement throughout the  
8 litigation. Plaintiffs actively participated at all stages, including compiling, and producing hundreds of pages  
9 of documents, responding to factual inquiries from Counsel during the course of exchanges of information  
10 during discovery and settlement discussions, committing to their roles as representatives of absent Class  
11 Members, evaluating the proposed settlement, and being prepared to testify at trial if necessary. (*See* ECF  
12 60-3 ¶ 28.)

13 Plaintiffs’ support of the settlement is independent of any service award and not conditioned on the  
14 Court awarding any particular amount or any award at all. *See Radcliffe v. Experian Info. Sols.*, 715 F.3d 1157,  
15 1164 (9th Cir. 2013) (finding incentive award must not “corrupt the settlement by undermining the  
16 adequacy of the class representatives and class counsel”).

17 Plaintiffs’ requested service awards are appropriate in light of their substantial participation in this  
18 litigation and commitment to seeing it through to the end. *See, e.g., Der-Hacopian v. DarkTrace, Inc.*, No. 18-  
19 cv-06726-HSG, 2020 WL 7260054, at \*8 (approving \$15,000 service award for class representative in  
20 FCRA class action). Plaintiffs therefore request that the Court approve the \$5,000 Service Awards provided  
21 for in the Settlement Agreement.

#### 22 **IV. CONCLUSION.**

23 For the foregoing reasons, Plaintiffs respectfully request that the Court grant the requested  
24 attorneys’ fees and Class Representative Service Awards, to be paid in accordance with the Settlement  
25 Agreement.

26 Dated: March 4, 2024

Respectfully submitted,

27 By:           /s/ Craig C. Marchiando

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27

Craig C. Marchiando, Esq., (SBN 283829)  
Leonard A. Bennett, Esq., (pro hac vice)  
**CONSUMER LITIGATION ASSOCIATES, P.C.**  
Four Embarcadero Center, Suite 1400  
San Francisco, CA 94111  
Telephone: (757) 930-3660  
Facsimile: (757) 930-3662  
Email: lenbennett@clalegal.com  
Email: craig@clalegal.com

Kristi C. Kelly, Esq. (pro hac vice)  
Andrew Guzzo, Esq. (pro hac vice)  
**KELLY GUZZO PLC**  
3925 Chain Bridge Road, Suite 202  
Fairfax, VA 22030  
(703) 424-7572  
(703) 591-0167 Facsimile  
Email: kkelly@kellyguzzo.com  
Email: aguzzo@kellyguzzo.com

Matthew Wessler (pro hac vice)  
Gupta Wessler PLLC  
2001 K Street, NW  
Suite 850 North  
Washington, DC 20006  
Telephone: 202-888-1741  
E-mail: matt@guptawessler.com

*Attorneys for Plaintiffs and the Class*

# EXHIBIT 1



1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

Leonard A. Bennett  
CONSUMER LITIGATION ASSOCIATES, P.C.  
763 J. Clyde Morris Blvd, Suite 1-A  
Newport News, VA 23601  
Telephone: 757-930-3660  
Facsimile: 757-930-3662  
E-mail: [lenbennett@clalegal.com](mailto:lenbennett@clalegal.com)  
*Attorney for Plaintiffs*

**UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA  
SAN FRANCISCO DIVISION**

ELETTRA MEEKS, *et al.*,  
  
Plaintiffs,  
  
v.  
  
EQUIFAX INFORMATION SERVICES  
LLC,  
  
Defendant.

Case No.: 3:21-cv-07727-CRB  
  
**DECLARATION OF LEONARD A.  
BENNETT IN SUPPORT OF  
PLAINTIFFS’ MOTION FOR AWARDS  
OF ATTORNEYS’ FEES AND CLASS  
REPRESENTATIVE SERVICE AWARDS**

I, Leonard A. Bennett, declare:

1. My name is Leonard A. Bennett. I am over 21 years of age, of sound mind, capable of executing this Declaration, and have personal knowledge of the facts stated herein, and they are all true and correct.

2. I submit this Declaration in support of Plaintiff’s Consent Motion for Awards of Attorneys’ Fees and Class Representative Service Awards.

3. I am one of the attorneys working on behalf of the Plaintiffs and the Class in the above-styled litigation, and I am an attorney and principal of the law firm of Consumer Litigation Associates, P.C., a seven-attorney law firm with offices in Hampton Roads, Richmond, Alexandria and Harrisonburg, Virginia. My primary office is at 763 J. Clyde Morris Boulevard, Suite 1-A, Newport News, Virginia 23601.

1           4.       In the Declaration I filed in support of Plaintiff’s Motion for Preliminary Approval of  
2 Class Action Settlement (ECF 60-5), I set out my and my firm’s various accomplishments in litigating  
3 and resolving cases like this across the country over a period spanning approximately the last 15 years.

4           5.       The Court preliminarily found my firm to be adequate Class Counsel. (ECF 64 ¶ 14.)

5                           **Consumer Litigation Associates’ Involvement in This Litigation**

6           6.       As I previously noted, Plaintiffs’ Counsel was careful to assign tasks so that work was  
7 not duplicated and was completed in as economical a manner as possible. We have done nothing since  
8 the Court’s grant of preliminary approval to alter this arrangement or otherwise needlessly inflate  
9 Counsel’s lodestar.

10          7.       My firm’s active role in the post-preliminary-approval monitoring of the case has  
11 continued. We have consulted with the Settlement Administrator and Equifax’s Counsel on several  
12 occasions regarding the administration of the Settlement, the number of claims received and approved,  
13 and other questions that have arisen as the administration process has unfolded.

14          8.       We have also continued our role in drafting the remaining court filings, including the  
15 requests for attorneys’ fees and Service Awards and will draft the upcoming Motion for Final  
16 Approval.

17          9.       My firm’s practice in seeking attorneys’ fees in class action cases is invariably to  
18 request a percentage of the fund as our compensation. It has been our rule to tie our fees to the actual  
19 benefit – usually cash – we obtain for the class.

20          10.       My firm also, without deviation, does not negotiate attorneys’ fees until there is an  
21 agreement in principle on all aspects of the recovery for the class. We followed that same roadmap  
22 here.

23          11.       Sometimes this common fund percentage – whether 25% or otherwise – has allowed  
24 us large multipliers dwarfing our lodestar by many times. In other instances, we have suffered a harsh  
25 negative multiplier where we recovered only a small fraction of our lodestar. For example, in a case  
26 recently granted final approval by Judge Chhabria involving claims against debt collectors using the  
27 credit-reporting process to attempt to collect the same tribal loans at issue here, our lodestar was  
28

1 \$138,427.50, yet the percentage-of-the-fund fee we requested and Judge Chhabria granted was  
2 \$109,010.25. (Order Granting Final Approval of Class Action Settlement, *Meeks v. Consumer*  
3 *Adjustment Corp., Inc.*, No. 3:21-cv-03266-VC (N.D. Cal.), ECF 131; *see also* Memo, *Meeks*, No.  
4 3:21-cv-03266-VC, ECF 121 at 3–4 (discussing fees against lodestar calculation).) In other words, we  
5 do not change our approach to fees to maximize our personal recoveries—we stick to the same process,  
6 and take the less-favorable outcomes as they arrive.

7 12. Regardless, CLA has never had any hesitation, guilt or greed in our work on behalf of  
8 consumer classes. This case is no exception. We do not seek a windfall fees tied to a potential  
9 recovery. The fund from which we seek fees is real and will be actually paid to consumers, just as the  
10 Court’s Procedural Guidance for Class Action Settlements envisions.

11 13. The injunctive relief attained is similarly valuable to consumers, as it serves the primary  
12 focus of this litigation—to end the reporting of these void loans. Because debt collectors report such  
13 accounts to the credit bureaus as “in collection” or “collection account” (or with a similar notation),  
14 they are among the most-derogatory notations that can be attached to an account tradeline. Removing  
15 them permanently therefore immediately improves consumers’ credit standing and capacity, as the  
16 derogatory information no longer appears to creditors when those consumers apply for credit. This  
17 improved result is therefore impactful and certain.

18 14. Despite this meaningful relief that is likely worth far more than estimated here, we are  
19 seeking only a \$300,000 fee for the work incurred to obtain this benefit. Though more is certainly  
20 justified, our approach has always been to land on the more-reasonable side of that equation.

21 15. We took a similar, conservative approach to the Rule 23(b)(3) settlement, given the  
22 untested nature of the FCRA claims and facts in this case. We agreed to a claim-in fund, and kept to  
23 our long-followed practice of seeking a common fund percentage based only on the actual cash that  
24 the defendant pays rather than some theoretical amount it might pay if every class member submitted  
25 a valid claim.

26 16. The Settlement Administrator has informed us that as of March 4, 2024, it has received  
27 4,922 valid claims. Multiplied by the \$500 benefit equates to a Class fund of \$2,461,000.  
28

1           17.     Our Rule 23(b)(3) fee request is based on that to-be-actually-paid amount. We therefore  
2 remain tied to the class and benefit only if we are successful at obtaining class member participation  
3 beyond the often-anemic claim rates. This was the reason we successfully negotiated a second,  
4 reminder notice to Class Members to encourage their participation.

5           18.     To date, my firm has expended approximately 107 hours, resulting in \$71,157 in  
6 lodestar. We have not included significant time that could have been billed, but was on behalf of our  
7 firm's team members whose work would have been fully duplicative or was otherwise not  
8 determinable. We have not reviewed every entry for exactness and have not captured every email or  
9 telephonic discussion, but believe the meaningful time spent and work performed is accurately  
10 depicted in the attached records.

11           19.     Between now and the time the settlement is completed, I expect Class Counsel to incur  
12 substantial additional attorneys' fees, as it is common for us to field questions from class members,  
13 have discussions with settlement administrators, and engage in similar activities as the settlement  
14 process unfolds. That has already occurred, as we have had multiple conversations with Equifax's  
15 Counsel and the Settlement Administrator since the Court's grant of preliminary approval.

16           20.     We have also spent time drafting our fee motion, and have yet-unaccumulated time we  
17 must devote to the final approval papers, preparation for the final approval hearing, and attendance of  
18 that hearing. Those hours are not reflected in the attached records, but will be incurred nonetheless.

19           21.     My firm has incurred in excess of \$14,365 in costs, which includes filing and service  
20 fees, my pro hac vice application, travel and the cost of the private mediator that led to the settlement.  
21 None of these costs have been reimbursed, and we do not seek a separate payment for them from the  
22 Settlement Fund or Equifax.

23           22.     The hourly rates depicted in Exhibit A are, in my view, reasonable for attorneys of the  
24 experience level of myself and Mr. Marchiando. Rates of this level have been approved in consumer-  
25 protection litigation in our home venue of Richmond, Virginia, so I have little doubt that they would  
26 likewise be found appropriate in the Northern District of California market.



# EXHIBIT A

TIME REPORT

**CLASS COUNSEL:**

**Consumer  
Litigation  
Associates, P.C.**

**Timekeeper      Description:      (A) Attorney  
(P) Paralegal**

	Leonard A. Bennett (A)	Craig C. Marchiando (A)	Vicki Crissman (P)				TOTAL
<b><u>Task</u></b>							
Correspondence and Administrative Work, including communications with Settlement Administrator and Counsel	13.5	6.3	5.2				
Preparation of Pleadings, including Complaint	3.2	4.4					
Discovery (includes meet and confer efforts, document review, analysis)	6.7	4.1	5.3				
Court Appearances	0.0	3.3					
Mediation (includes preparation of submission to mediator) and Settlement Negotiations	14.5	3.1					
Preparation of Settlement Documents, including Motion for Preliminary Approval and subsequent filings	4.3	24.1					
<b>Total Hours</b>	<b>42.2</b>	<b>45.3</b>	<b>10.5</b>				
<b>Hourly Rate</b>	<b>\$850.00</b>	<b>\$750.00</b>	<b>\$125</b>				
<b>Individual Total Lodestar</b>	<b>\$35,870</b>	<b>\$33,975</b>	<b>\$1,312.50</b>				
<b>Class Counsel Total Lodestar</b>							<b>\$71,157.50</b>

# EXHIBIT 2



1 Kristi C. Kelly  
2 KELLY GUZZO, PLC  
3 3925 Chain Bridge Road, Suite 202  
4 Fairfax, VA 22030  
5 Telephone: 703-424-7576  
6 Facsimile: 703-591-0167  
7 E-mail: kkelly@kellyguzzo.com  
8 *Attorney for Plaintiffs*

9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA**

ELETTRA MEEKS, *et al.*,  
  
Plaintiffs,

v.

EQUIFAX INFORMATION SERVICES, LLC,  
  
Defendant.

Case No.: 3:21-cv-07727-CRB

**DECLARATION OF KRISTI KELLY IN  
SUPPORT OF PLAINTIFFS' MOTION  
FOR ATTORNEY'S FEES**

I, Kristi C. Kelly, declare:

1. My name is Kristi C. Kelly. I am over 21 years of age, of sound mind, capable of executing this declaration, and have personal knowledge of the facts stated herein, and they are all true and correct.

2. I am one of the attorneys working on behalf of the Plaintiffs in the above-styled litigation, and I am a founder and a partner of Kelly Guzzo, PLC, a law firm located at 3925 Chain Bridge Road, Suite 202, Fairfax, Virginia 22030. Prior to January 15, 2014, I was an attorney and equity partner at Surovell Isaacs Petersen & Levy, PLC, a nineteen-attorney law firm with offices in Fairfax, Virginia. My primary office was 4010 University Drive, Suite 200, Fairfax, Virginia 22030. I also worked for Legal Services of Northern Virginia, focusing exclusively on housing and consumer law for approximately three years prior to Surovell Isaacs Petersen & Levy, PLC.

1           3.       Since 2006, I have been and presently am a member in good standing of the Bar of the  
2 highest court of the Commonwealth of Virginia, where I regularly practice law. Since 2007 and 2014,  
3 respectively, I also have been and presently am members in good standing of the Bars of the highest  
4 courts of the District of Columbia and Maryland. I am also admitted in the United States District  
5 Courts for the District of Columbia and Maryland.

6           4.       My law firm is committed to representing the most vulnerable—and often  
7 overlooked—consumers. We work with various legal aid organizations to help identify areas of need,  
8 where our firm can “step up” and meet those needs through class action litigation or pro bono work.  
9 Many of these cases seek remedies for credit reporting errors or lending abuses. Kelly Guzzo was the  
10 co-recipient of the 2019 Frankie Muse Freeman Organizational Pro Bono Award by the Virginia State  
11 Bar Association.

12           5.       I have taught numerous Continuing Legal Education programs for other attorneys in  
13 the areas of consumer law, including mortgage servicing abuses, landlord tenant defense, dealing with  
14 debt collectors, credit reporting, defenses to foreclosure, discovery in federal court, resolving cases,  
15 and internet lending. I have taught these courses for various legal aid organizations, state and local bar  
16 associations, the National Consumer Law Center, the Consumer Federation of America, the National  
17 Council of Higher Education, and the National Association of Consumer Advocates at its various  
18 conferences. I was also recently asked to be a panelist for the Consumer Financial Protection Bureau  
19 and Federal Trade Commission on the issue of credit reporting. I have also served as an adjunct  
20 professor at George Mason University’s Antonin Scalia Law School, where I co-taught a course on  
21 federal consumer litigation.

22           6.       My peers have recognized me as a Super Lawyer and Rising Star consistently for the  
23 past nine years. Additionally, I was selected to be members of the Virginia Lawyers Weekly “Leader  
24 in the Law,” class of 2014, and Influential Women in the Law, class of 2020. I serve on the Board of  
25  
26  
27  
28

1 Directors for the Legal Aid Justice Center and Virginia Poverty Law Center. I am a former State Chair  
2 for Virginia of the National Association of Consumer Advocates and am currently a member of the  
3 Partners' Council for the National Consumer Law Center and Board of Directors of the National  
4 Association of Consumer Advocates.

5 7. I have also been appointed to the Merit Selection Panel for recommendation for the  
6 Magistrate Judge by the United States District Court for the Eastern District of Virginia, in both the  
7 Richmond and Alexandria Divisions.

8 8. I have significant experience representing consumers in litigation under the Federal  
9 Consumer Credit Protection Act, 15 U.S.C. § 1601 *et seq.*, and in particular the Fair Credit Reporting  
10 Act, 15 U.S.C. § 1681 *et seq.*, the Equal Credit Opportunity Act, 15 U.S.C. § 1691 *et seq.*, the Real  
11 Estate Settlement Procedures Act, 12 U.S.C. § 2605 *et seq.*, and the Fair Debt Collection Practices  
12 Act, 15 U.S.C. § 1692 *et seq.*

13 9. My firm has litigated hundreds of consumer protection lawsuits in courts across the  
14 country. Several courts have recognized Kelly Guzzo's skill in the consumer protection arena. *See,*  
15 *e.g.*, Final Approval Hr'g Tr., *Campos-Carranza v. Credit Plus, Inc.*, No. 16-cv-120, at 5:3–7 (E.D.  
16 Va. Feb. 17, 2017) (“I think this is an extremely, as I say, extremely fair, reasonable, and adequate  
17 settlement. Again, the claims – and I think being generous on the time limit for the claims was also  
18 appropriate. So I have no difficulty in signing this order.”); *Ceccone v. Equifax Info. Servs. LLC*, No.  
19 13-1314, 2016 WL 5107202, at \*6 (D.D.C. Aug. 29, 2016) (“Given these qualifications, and in light  
20 of Class Counsel's conduct in court and throughout these proceeding, this Court concludes that Class  
21 Counsel is qualified to prosecute the interests of this class vigorously.”); *Dreher v. Experian Info.*  
22 *Sols., Inc.*, No. 11-00624, 2014 WL 2800766, at \*2 (E.D. Va. June 19, 2014) (“Dreher's counsel is  
23 well- experienced in the arena of FCRA class action litigation.”); Fairness Hr'g Tr., *Burke v. Seterus,*  
24 *Inc.*, No. 16-cv-785, at 9:19–22 (E.D. Va. 2017) (“Experience of counsel on both sides in this case is  
25  
26  
27  
28

1 extraordinary. Ms. Kelly and Ms. Nash and their colleagues are here in this court all the time with  
2 these kinds of cases and do a good job on them.”).

3 10. In each of the class cases where I have represented plaintiffs in a consumer protection  
4 case, including cases such as the instant case, the Court found me to be adequate class counsel. *See*  
5 *Tsvetovat, v. Segan, Mason, & Mason, PC*, No. 1:12-cv-510 (E.D. Va.); *Conley v. First Tennessee*  
6 *Bank*, No. 1:10-cv-1247 (E.D. Va.); *Dreher v. Experian Information Solutions, Inc.*, No. 3:11-cv-624  
7 (E.D. Va.); *Shami v. Middle East Broadcast Network*, No. 1:13-cv-467 (E.D. Va.); *Goodrow v.*  
8 *Friedman & MacFadyen*, No. 3:11-cv-20 (E.D. Va.); *Kelly v. Nationstar*, Case No. 3:13-cv-311 (E.D.  
9 Va.); *Thomas v. Wittstadt*, No. 3:12-cv-450 (E.D. Va.); *Fariasantos v. Rosenberg & Associates, LLC*,  
10 No. 3:13-cv-543 (E.D. Va.); *Morgan v. McCabe Weisberg & Conway, LLC*, No. 3:14-cv-695 (E.D.  
11 Va.); *Burke v. Shapiro, Brown & Alt, LLP*, No. 3:14-cv-838 (E.D. Va.); *Bartlow, et al., v Medical*  
12 *Facilities of America, Inc.*, No. 3:16-cv-573 (E.D. Va.); *Blocker v. Marshalls of MA, Inc.*, No. 1:14-  
13 cv-1940 (D.D.C.); *Ceccone v. Equifax Info. Servs., LLC*, No. 1:13-cv-1314 (D.D.C.); *Jenkins v.*  
14 *Equifax Info. Servs., LLC*, No. 1:15-cv-443 (E.D. Va.); *Ridenour v. Multi-Color Corporation*, No.  
15 2:15-cv-41 (E.D. Va.); *Hayes v. Delbert Services Corp.*, No. 3:14-cv-258 (E.D. Va.); *Campos-*  
16 *Carranza v. Credit Plus, Inc.*, No. 1:16-cv-120 (E.D. Va.); *Jenkins v. Realpage, Inc.*, No. 2:15-cv-  
17 1520 (E.D. Pa.); *Kelly v. First Advantage Background Services, Corp.*, No. 3:15-cv-5813 (D.N.J.);  
18 *Burke v. Seterus, Inc.*, No. 3:16-cv-785 (E.D. Va.); *Williams v. Corelogic Rental Property Solutions,*  
19 *LLC*, No. 8:16-cv-58 (D. Md.); *Clark v. Trans Union, LLC*, No. 3:15-cv-391 (E.D. Va.); *Clark v.*  
20 *Experian Information Solutions, Inc.*, No. 3:16-cv-32 (E.D. Va.); *Thomas v. Equifax Info. Servs., LLC*,  
21 No. 3:18-cv-684 (E.D. Va.); *Heath v. Trans Union, LLC*, No. 3:18-cv-720 (E.D. Va.); *Turner, v.*  
22 *ZestFinance, Inc.*, No. 3:19-cv-293 (E.D. Va.); *Galloway v. Williams*, No. 3:19-cv-470, 2020 WL  
23 7482191, at \*4 (E.D. Va. Dec. 18, 2020); *Gibbs v. TCV V, LP*, No. 3:19-cv-789 (E.D. Va.); *Gibbs v.*  
24 *Rees*, No. 3:20-cv-717 (E.D. Va.); *Pang v. Credit Plus, Inc.*, No. 1:20-cv-122 (D. Md.); *Brown v. RP*  
25  
26  
27  
28

1 *On-Site, LLC*, No. 1:20-cv-482 (E.D. Va.); *Brown v. Corelogic Rental Property Solutions, LLC*, No.  
2 3:20-cv363 (E.D. Va.); *Gibbs v. Stinson*, No. 3:18-cv-676 (E.D. Va.); *Hengle v. Asner*, No. 3:19-cv-  
3 250 (E.D. Va.); *Stewart v. Lexis Nexis Risk Data Retrieval Services, LLC*, No. 3:20-cv-903 (E.D. Va.);  
4 and *Hill-Green v. Experian Info. Solutions, Inc.*, No. 3:19-cv-708 (E.D. Va)..

5 11. The majority of my law firm's work is contingent or brought under a fee-shifting statute  
6 so we will generally not charge our clients a fee. For the past few years, I have been regularly approved  
7 at a rate of \$550.00 per hour. *Brown v. RP On-Site, LLC*, No. 1:20-cv-482 (E.D. Va.); *Gibbs v. Plain*  
8 *Green, LLC*, No. 3:17-cv-00495 (E.D. Va. Dec. 13, 2019); *Turner v. ZestFinance, Inc.*, No. 3:19-cv-  
9 293 (E.D. Va. June 30, 2020); *Galloway v. Williams*, No. 3:19-cv-470, 2020 WL 7482191, at \*11–12  
10 (E.D. Va. Dec. 18, 2020); *Gibbs v. TCV V, LP*, No. 3:19-cv-789 (E.D. Va.); *Gibbs v. Rees*, No. 3:20-  
11 cv-717 (E.D. Va.); *Gibbs v. Stinson*, No. 3:18-cv-676 (E.D. Va.); and *Hengle v. Asner*, No. 3:19-cv-  
12 250 (E.D. Va.). My rate also has been approved as reasonable in individual cases. *Garmer v. Easy*  
13 *Motors*, No. 1:20-cv-540, ECF No. 27 at 50 (E.D. Va. Nov. 23, 2020); *Tsuchida v. Blackacre 1031*  
14 *Exchange Services, LLC*, 2019-15803 (Fairfax County Circuit Court); *Rivera v. Blackacre 1031*  
15 *Exchange Services, LLC*, 2019-15802 (Fairfax County Circuit Court); and most recently by Judge  
16 Brinkema in *Vela Diaz v. Equifax Info. Servs., LLC*, 1:23-cv-308 (E.D. Va. Aug. 29, 2023) (ECF 28  
17 at 3)(“These hourly rates fall within the lower range of the Vienna Metro matrix and have been  
18 approved in numerous cases in this district.”)..

19  
20  
21 12. Other attorneys from my firm that have worked on these cases include Andrew Guzzo,  
22 Casey Nash, and J. Patrick McNichol.

23  
24 13. Andrew Guzzo was an associate at Surovell Isaacs Petersen & Levy, PLC and currently  
25 is a partner at Kelly Guzzo, PLC. He has been approved by this Court at a rate of \$550.00 per hour.  
26 He graduated from law school at Washington & Lee University in 2011. The entire time he has been  
27 practicing law, he has practiced exclusively in the field of consumer protection litigation, litigating  
28

1 more than 400 hundred cases in federal court, including dozens of class actions. He is licensed to  
2 practice law in Virginia and Hawaii. He is the State Chair for Hawaii of the National Association of  
3 Consumer Advocates. He has also taught and trained lawyers, including class action and internet  
4 lending training sessions for the National Consumer Law Center and National Association of  
5 Consumer Advocates, as well as trainings for the annual Virginia Legal Aid Conference and the  
6 Consumer Federation of America. He has been named a Super Lawyer Rising Star for the past several  
7 years. He received the National Consumer Law Center's Rising Star Award in 2019.

8  
9 14. Casey Nash was an associate at Consumer Litigation Associates, PC and is currently  
10 an associate at Kelly Guzzo, PLC. Her hourly rate is \$525.00. I supervise and work closely with Casey.  
11 She graduated from law school at the Catholic University of America in 2012. The entire time she has  
12 been practicing law, she has practiced exclusively in the field of consumer protection litigation. She  
13 has significant federal litigation experience, including litigation of over 250 federal cases and dozens  
14 of complex class actions. She is licensed to practice law in Virginia and Washington, D.C. She has  
15 been named a Super Lawyers' Rising Star in Virginia and Washington, D.C. for the past several years.  
16 She has also taught and trained lawyers, including providing training about the FCRA and other  
17 consumer protection statutes to legal aid organizations and the National Consumer Law Center and  
18 National Association of Consumer Advocates. She has been approved as class counsel in numerous  
19 class actions, including some of the cases listed above, as well as several others that she litigated  
20 during her time at Consumer Litigation Associates. *See, e.g., Soutter v. Equifax Information Services,*  
21 *LLC*, No. 3:10-cv-107 (E.D. Va.); *James v. Experian Information Solutions, Inc.*, No. 3:12-cv-908  
22 (E.D. Va.); *Manuel v. Wells Fargo Nat'l Bank, N.A.*, No. 3:14-cv-00238 (E.D. Va.); *Milbourne v. JRK*  
23 *Residential Am., LLC*, No. 3:12-cv-00861 (E.D. Va.); *Thomas v. FTS USA, LLC*, No. 3:13-cv-825-  
24 REP (E.D. Va.).  
25  
26  
27  
28

1           15. Paisly Bender is also a lawyer at Kelly Guzzo, PLC. Her hourly rate is \$525.00. Prior  
2 to joining the firm, she clerked for the Honorable Richard W. Pollack of the Hawaii Supreme Court  
3 for two years. Paisly attended George Mason University School of Law where she served as the Senior  
4 Research Editor for the *George Mason Law Review*. Following law school, Paisly was a Law Fellow  
5 for the National Education Association’s Office of General Counsel.

6           16. J. Patrick McNichol is also a lawyer at Kelly Guzzo, PLC. Prior to joining Kelly Guzzo,  
7 Pat practiced law at McGuire Woods, where he handled hundreds of credit card, banking, and auto  
8 finance matters for large financial institutions. Before that, Pat completed two federal clerkships: first,  
9 for the Honorable Joseph R. Goodwin of the United States District Court for the Southern District of  
10 West Virginia, where he worked on the largest MDL in federal court history; and then, for the  
11 Honorable M. Hannah Lauck of the United States District Court for the Eastern District of Virginia.  
12 Pat has twice been named one of *The Best Lawyers in America: Ones to Watch for Banking and*  
13 *Finance Law* (2021 and 2022), and he twice co-authored the Virginia chapter in the ABA’s *The Law*  
14 *of Class Action: Fifty-State Survey* (2020 and 2021). In the past year, he has spoken on defense  
15 perspectives at the national conference for the National Association of Consumer Advocates and  
16 drafted and edited a section of the *Consumer Credit Regulation* treatise published by the National  
17 Consumer Law Center. His hourly rate is \$525.00.

18           17. Natalie Cahoon is a paralegal at Kelly Guzzo, PLC, with over six years of experience  
19 in the legal field. She graduated from the University of Maine. Her hourly rate is \$225.00.

20           18. Olga Macias was a paralegal at Kelly Guzzo, PLC, with over ten years of experience  
21 in the legal field. Her hourly rate is \$225.00.

22           19. My law firm takes on significant risks in contingent fee cases: the risk of time spent  
23 researching and evaluating claims; the risk of not prevailing on a case; and time lost for unsuccessful  
24 cases. Class actions are even riskier because they require more front-end work in addition to the risk  
25  
26  
27  
28

1 of nonpayment. However, my law firm is committed to identifying problems in the marketplace and  
2 seeking redress for a class of consumers (where appropriate). We do this because it is important to  
3 prevent future misconduct, to seek relief for those harmed by the conduct who are usually unaware of  
4 their rights or unable to afford counsel, and to deter other actors from the same behavior.

5         20. My firm has been involved in litigating the Great Plain, Plain Green, and MobiLoans  
6 lending enterprise since 2017. As a result of our efforts, the Eastern District of Virginia approved four  
7 groundbreaking class settlements against various Think Finance entities and others, which afforded  
8 the following relief: (1) repaying over \$110 million in cash; and (2) forgiving more than \$750 million  
9 of debt owed by consumers who took out loans with Plain Green, Great Plains, and MobiLoans. *See*  
10 *generally Gibbs v. Plain Green, LLC*, Case No. 3:17-cv-495 (E.D. Va. Dec. 13, 2019) (ECF No. 141)  
11 (granting final approval of the class settlement); *Gibbs v. TCV V, L.P.*, 3:19-cv-789 (E.D. Va. Mar. 29,  
12 2021) (ECF No. 95) (granting final approval of the class settlement); *Gibbs v. Rees*, 3:20-cv-717 (E.D.  
13 Va. Mar. 26, 2021) (ECF No. 68) (granting final approval of the class settlement); *see also* David  
14 Rees, *Historic settlement sees online lenders wiping out \$380 million in debt. Virginians led the way*,  
15 The Virginian Pilot (Dec, 12, 2019), *available at* [https://www.pilotonline.com/business/consumer/dp-](https://www.pilotonline.com/business/consumer/dp-nw-online-lender-settlement-20191212-n7khtxn7tbbsbauzirehwmpgly-story.html)  
16 [nw-online-lender-settlement-20191212-n7khtxn7tbbsbauzirehwmpgly-story.html](https://www.pilotonline.com/business/consumer/dp-nw-online-lender-settlement-20191212-n7khtxn7tbbsbauzirehwmpgly-story.html); *Gibbs v. Stinson*,  
17 No. 3:18-cv-676 (E.D. Va. Aug. 16, 2022) (ECF No. 346) (granting final approval of the class action  
18 settlement).

19         21. As I detailed in my declaration submitted with Plaintiffs' preliminary approval motion,  
20 the settlement in this case reaches all of our litigation objectives—stopping Equifax's reporting of  
21 these debts. It also allows consumers to submit a claim form to receive \$500 if they were harmed by  
22 the reporting of the illegal loans.  
23

24         22. To reach this outcome, my firm was actively involved in the litigation, including: (1)  
25 the drafting and filing of the complaint; (2) discovery efforts, including written discovery, review of  
26  
27  
28



1 Equifax's document production, and significant meet-and-confer calls with Equifax; (3) extensive  
2 negotiation efforts, including several months of informal negotiations and then a formal private  
3 mediation with retired Magistrate Judge Diane M. Welsh. All of this work was necessary to achieve  
4 the Settlement.

5 23. The settlement provides meaningful relief for class members, including significant  
6 monetary and injunctive relief, and I endorse the Settlement.

7 24. We billed our time for this case contemporaneously using our case management  
8 software.

9 25. My office staff took the amount of time expended by each individual at our firm and  
10 categorized it in the attached chart as best as practicable by categories. As shown in the attached  
11 Exhibit A, Kelly Guzzo has billed a total of 292.10 hours for a total fee of \$124,130.00.

12 26. Generally, if a task does not take more than .1 (or six minutes), attorneys and paralegals  
13 at Kelly Guzzo, PLC will not bill for that task. This includes reviewing routine court filings, fielding  
14 brief telephone calls, responding to quick emails, etc.

15 27. The time and expenses we are seeking in this motion does not include any of the time  
16 that we spent litigating against any of the other co-defendants in this litigation.

17 28. The time listed in Exhibit A does not include any estimated time for the work that we  
18 will complete between now and the final approval hearing, or after final approval if the settlement is  
19 approved.

20 29. My law firm has also advanced \$6,771.32 in costs for mediation costs, research fees,  
21 postage and copying expenses, and filing fees.

22 30. I am familiar with the fees charged by other attorneys and approved by this Court for  
23 class action litigation. I believe the rates of my law firm are consistent, if not low, compared with the  
24 prevailing market rates in California and for national class action work.  
25  
26  
27  
28



# **Exhibit A**

## TIME REPORT

**CLASS COUNSEL:**  
**Kelly Guzzo, PLC**

**Timekeeper**    **Description:**                      **(A) Attorney**  
**(P) Paralegal**

	Kristi Kelly (A)	Andrew Guzzo (A)	Casey Nash (A)	Paisly Bender (A)	J. Patrick McNichol (A)	Natalie Cahoon (P)	Olga Macias (P)	TOTAL
<b>Task</b>								
Correspondences and Administrative Work	0.00	0.00	0.00	0.00	0.00	6.50	0.00	
Preparation of Pleadings, including Complaint	5.00	12.00	0.00	3.80	0.00	0.00	0.00	
Discovery (includes meet and confer efforts, document review, analysis)	6.00	42.00	12.60	0.00	9.00	47.00	51.20	
Court Appearances	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Mediation (includes preparation of submission to mediator) and Settlement Negotiations	8.00	25.00	12.50	0.00	0.00	0.00	0.00	
Preparation of Settlement Documents, including Motion for Preliminary Approval	7.00	18.00	3.50	0.00	3.50	0.00	0.00	
Settlement Administration, including correspondence with class members and class administrator, and preparation of fee motion	6.50	0.00	9.50	0.00	0.00	3.50	0.00	
<b>Total Hours</b>	<b>32.50</b>	<b>97.00</b>	<b>38.10</b>	<b>3.80</b>	<b>12.50</b>	<b>57.00</b>	<b>51.20</b>	<b>292.10</b>
<b>Hourly Rate</b>	<b>550.00</b>	<b>550.00</b>	<b>525.00</b>	<b>525.00</b>	<b>525.00</b>	<b>225.00</b>	<b>225.00</b>	
<b>Individual Total Lodestar</b>	<b>\$17,875.00</b>	<b>\$53,350.00</b>	<b>\$20,002.50</b>	<b>\$1,995.00</b>	<b>\$6,562.50</b>	<b>\$12,825.00</b>	<b>\$11,520.00</b>	<b>\$124,130.00</b>
<b>Class Counsel Total Lodestar</b>	<b>\$124,130.00</b>							