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

14 ELETTRA MEEKS, *et al.*,

15 Plaintiffs,

16 v.

17 CONSUMER ADJUSTMENT COMPANY,
18 INC.; *et al.*,

19 Defendants.

Case No.: 3:21-cv-03266-VC

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

Date: Nov. 9, 2023

Time: 1:00 p.m.

Judge: Vince Chabbria

Date Filed: April 21, 2023

Trial Date: None set

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

23 **PLEASE TAKE NOTICE** that on **November 9, 2023 at 1:00 p.m.**, or as soon thereafter as this
24 matter may be heard, by videoconference before the Honorable Vince Chabbria, Plaintiffs Elettra Meeks,
25 Joseph Delacruz, Stephanie Laguna, and Amber Leonard will respectfully move this court to award Class
26 Counsel its requested attorneys' fees, and award Plaintiffs their requested Service Awards earned in
27

1 pursuing and completing the Settlement reached in this case, the terms of which are more specifically
2 described in the accompanying Memorandum and Points of Authority filed in support of their Motion for
3 Preliminary Approval of Class Action Settlement (ECF 113).

4 This Motion is based upon this Notice of Motion, the accompanying Memorandum of Points and
5 Authorities, the Settlement Agreement, the Declarations of Leonard Bennett and Kristi Kelly and exhibits
6 thereto, the pleadings and papers on file in this Action, and any other such evidence and argument as the
7 Court may consider. Defendant Consumer Adjustment Company, Inc. (“CACI”) does not oppose this
8 Motion.

9 Dated: September 5, 2023

Respectfully submitted,

10 By: /s/ Craig C. Marchiando

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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 As A Percentage Of
 The Common Fund Achieved In Settlement 3

 1. The results achieved favor granting the requested fee 5

 2. Plaintiffs risked much in pursuing unproven claims with no
 guarantee of repayment..... 7

 3. The skill of Counsel and quality of their work supports the requested fee..... 7

 4. Awards in similar cases favored granting the requested fee 8

 B. Assessing The Fee Against Counsel’s Lodestar Confirms Its Reasonableness..... 9

 C. The Requested Service Awards Are Reasonable and Appropriate..... 10

IV. CONCLUSION..... 11

TABLE OF AUTHORITIES

CASES

1

2

3 *Antonopulos v. N. Am. Thoroughbreds, Inc.*,

4 No. 87-00979-G-CM, 1991 WL 427893 at *1, *4 (S.D. Cal. May 6, 1991)..... 9

5 *Der-Hacopian v. DarkTrace, Inc.*,

6 No. 18-cv-06726-HSG, 2020 WL 7260054, at *8..... 11

7 *Destefano v. Zynga, Inc.*,

8 No. 12-cv-04007-JSC, 2016 WL 537946, at *17 (N.D. Cal. Feb. 11, 2016) 8

9 *Franco v. Ruiz Foods Prods., Inc.*,

10 No. 1:10-cv-02354-SKO, 2012 WL 5941801 at *18 (E.D. Cal. Nov. 27, 2012) 9

11 *Hanlon v. Chrysler Corp.*,

12 150 F.3d 1011, 1029 (9th Cir. 1998) 4

13 *Hefler v. Wells Fargo & Co.*,

14 No. 16-cv-05479, 2018 WL 6619983, at *14 (N.D. Cal. Dec. 18, 2018)..... 10

15 *Hensley v. Eckerhart*,

16 461 U.S. 424, 436 (1983)..... 5

17 *Hofstetter v. Chase Home Finance, LLC*,

18 No. C 10-1313 WHA, 2011 WL 5545912 at *2 (N.D. Cal. Nov. 14, 2011) 9

19 *Ikuseghan v. Multicare Health Sys.*,

20 No. C 14-5539 BHS, 2016 WL 4363198, at *2 (W.D. Wash. Aug. 16, 2016) 9

21 *In re Activision Secs. Litig.*,

22 723 F. Supp. 1373, 1377 (N.D. Cal. 1989) 4

23 *In re Aftermarket Auto. Lighting Prods. Antitrust Litig.*,

24 No. 09 MDL 2007, 2014 WL 12591624, at *4 (C.D. Cal. Jan. 10, 2014)..... 6

25 *In re Bluetooth Headset Prods. Liab. Litig.*,

26 654 F.3d 935, 942 (9th Cir. 2011) 9

27 *In re Heritage Bond Litig.*,

No. 02-ML-1475-DT, 2005 WL 1594403 at *19-21 (C.D. Cal. June 10, 2005)..... 9

In re Lyft Inc. Sec. Litig.,

No. 19-cv-02690-HSG, 2023 WL 5068504, at *12 (N.D. Cal. Aug. 7, 2023)..... 9

1 *In re Mego Fin. Corp. Sec. Litig.*,
213 F.3d 454, 460 (9th Cir. 2000) 9

2 *In re Omnivision Techs., Inc.*,
3 559 F. Supp. 2d 1036, 1047 (N.D. Cal. 2008) 4

4 *In re Online DVD-Rental Antitrust Litig.*,
5 779 F.3d 934, 954-55 (9th Cir. 2015) 7

6 *In re Public Ser. Co. of N.M.*,
7 No. 91-00536-M, 1992 WL 278452 at *1, *12 (S.D. Cal. July 28, 1992) 9

8 *In re Volkswagen “Clean Diesel” Mktg., Sales Pracs., & Prod. Liab. Litig.*,
9 No. 2672 CRB (JSC), 2017 WL 1047834, at *5 (N.D. Cal. March 17, 2017) 10

10 *In re Wash. Public Power Supply System Secs. Litig.*,
11 19 F.3d at 1299–1302 5

12 *Jenson. v. First Tr. Corp.*,
13 No. CV 05-3124 ABC, 2008 WL 11338161, at *12 (C.D. Cal. June 9, 2008) 7

14 *Johnson v. General Mills, Inc.*,
15 No. SACV 10-00061-CJC(ANx), 2013 WL 3213832, at *6 (C.D. Cal. June 17, 2003) 9

16 *Knight v. Red Door Salons, Inc.*,
17 No. 08-01520, 2009 WL 248367, at *6 (N.D. Cal. Feb. 2, 2009) 8

18 *Leo v. AppFolio, Inc.*,
19 No. 3:17-cv-05771-RJB (W.D. Wash.) at ECF 57, 65 8

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

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

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

26 *Patel v. Trans Union, LLC*,
27 No. 14-cv-00522-LB, 2018 WL 1258194, at *5-7 (N.D. Cal. Mar. 11, 2018) 8

Perkins v LinkedIn Corp.,
No. 13-cv-04303-LHK, 2016 WL 613255, at *2 (N.D. Cal. Feb. 16, 2016) 6

Powers v. Eichen,

1
2
3
4
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229 F.3d 1249, 1256 (9th Cir. 2000) 4

Radcliffe v. Experian Info. Sols.,
715 F.3d 1157, 1164 (9th Cir. 2013) 11

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

Rodriguez v. West Publ’ing Corp.,
563 F.3d 948, 958-59 (9th Cir. 2009) 10

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No. 1:10-cv-00616-AWI-SKO, 2012 WL 2117001 at *19 (E.D. Cal. June 11, 2012) 9

Six (6) Mex. Workers v. Ariz. Citrus Growers,
904 F.2d 1301, 1311 (9th Cir. 1990) 4

Staton v. Boeing Co.,
327 F.3d 938, 963, 974–975 (9th Cir. 2003) 3, 4, 6

Vasquez v. Coast Valley Roofing, Inc.,
266 F.R.D. 482, 491 (E.D. Cal. 2010) 9

Vataj v. Johnson,
No. 19-cv-06996-HSG, 2021 WL 5161927, at *9 (N.D. Cal. Nov. 5, 2021) 10

Vizcaino v. Microsoft Corp.,
290 F.3d 1043, 1047–51 (9th Cir. 2002) 3, 4, 5, 6, 7, 10

STATUTES

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

RULES

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,¹
 4 have achieved against Defendant Consumer Adjustment Company, Inc. (“CACi”). (ECF 119.) The
 5 Settlement Agreement creates a \$436,041 Common Fund and will resolve the claims of Plaintiffs, the Rule
 6 23(b)(2) Settlement Class Members, and the Rule 23(b)(3) Settlement Class Members deriving from CACi’s
 7 alleged violations of state and federal law through its collection of certain defaulted debts stemming from
 8 Great Plains, Plain Green, and MobiLoan debts. The Common Fund will provide cash payments to Rule
 9 23(b)(3) Settlement Class Members, as well as pay for notice and administration costs, and any award of
 10 attorneys’ fees and costs and Service Awards that the Court may approve. Settlement Class Members do
 11 not need to submit a claim form or any other documentation to receive monetary compensation, which will
 12 be distributed *pro rata* according to the amount that they paid toward the defaulted debts. Plaintiffs estimate
 13 that Class Members will receive approximately 95% of their money back, even after the awards requested
 14 herein are deducted from the common fund. In addition to the Common Fund, the Settlement also
 15 includes important and valuable nonmonetary consideration to Rule 23(b)(2) Class Members in the form of
 16 cooperation by CACi in providing an authenticated class list that can be used against other parties involved
 17 in the collection of or credit reporting about these debts; an agreement to stop its collection efforts
 18 regarding the debts; and an agreement to screen any future loan portfolios it purchases so that it does not
 19 attempt to collect similar illegal loans in the future. Class Counsel seeks no fees for attaining any of this
 20 non-monetary relief.

21 This valuable relief provided by the Settlement was secured with the assistance of private mediation
 22 conducted by retired Magistrate Judge Joel Schneider, which was supplemented by extensive arms’-length
 23 negotiations by experienced and informed counsel. The Parties did not discuss proposed requests for
 24

25 _____
 26
 27 ¹ 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 117-2 in this action.

1 attorneys' fees or Class Representative Service Awards until they had an agreement in principle on the
2 monetary and non-monetary relief the Settlement affords. (Ex. 1, Bennett Decl. ¶ 29.)

3 Accordingly, Plaintiffs request that the Court (1) approve the proposed award of attorneys' fees in
4 the amount of \$109,010.25, which constitutes 25% of the Common Fund of \$436,041; and (2) award
5 Named Plaintiffs Elettra Meeks, Joseph Delacruz, Stephanie Laguna, and Amber Leonard \$5,000 each for
6 their service as Class Representatives in this case. The Parties have agreed that these amounts would be
7 deducted, pending Court approval, from the Common Fund created to pay the monetary relief the
8 Settlement provides.

9 CACi does not oppose the relief sought in this Motion.

10 **II. BACKGROUND.**

11 This litigation arises from alleged violations of state and federal laws related to online short-term
12 loans that carried triple-digit interest rates. Following significant litigation against multiple non-parties in
13 several jurisdictions, Class Counsel and others were able to largely wipe away these illegal loans and obtain
14 meaningful cash relief for thousands of consumers. Nevertheless, some of these loans found their way into
15 the hands of debt collectors like Defendants Midwest and CACi, and they made efforts to collect on the
16 illegal loans. These efforts included placing the debts on consumers' credit reports, and resulted in Class
17 Members making payments to CACi and Midwest on the illegal loans.

18 Plaintiffs commenced this case to stop this credit reporting and collection of the unlawful debts.
19 After meaningful litigation and exchange of information, they struck a deal with CACi that would pay
20 meaningful cash benefits to Class Members and end the reporting of these loans to the credit bureaus—by
21 way of injunctive relief—once and for all. The Court preliminarily approved the Settlement June 1, and
22 notice has gone to Class Members. In addition to the particulars of the Settlement the notice
23 communicated to Class Members Class Counsel's intent to request the awards sought in this Motion.

24 As detailed below, Class Counsel's and Plaintiffs' efforts in the face of the attendant risks justify the
25 requested award of fees and Service Awards. In support of their application approving payment for fees
26 and service awards, Class Counsel rely upon the Declarations of Leonard A. Bennett and Kristi Kelly. (Exs.
27

1 1–2), filed herewith, which set forth Class Counsel’s time, efforts, and the expenses incurred on behalf of
 2 Plaintiffs and the Classes in reaching the Settlement.

3 The relief obtained is meaningful, as it accomplishes the key goal underlying this lawsuit—to stop
 4 the reporting of Plain Green, Great Plains, and MobiLoans debts. In addition to meeting this goal, Class
 5 Counsel also negotiated meaningful monetary relief—repayment to consumers of 95% of the money they
 6 paid debt collectors CACi and Midwest. The modest attorneys’ fees Class Counsel requests, which amounts
 7 to less than their accumulated lodestar, are appropriate by any measure and fit well within the contours the
 8 Ninth Circuit has established for approving such awards. Likewise, the modest \$5,000 Service Awards
 9 Plaintiffs seek are within the range ordinarily granted by Courts in this Circuit. The Court should therefore
 10 grant Plaintiffs’ request in full.

11 **III. ARGUMENT AND AUTHORITIES.**

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

17 “Attorneys’ fees provisions included in proposed class action settlement agreements are, like every
 18 other aspect of such agreements, subject to the determination whether the settlement is ‘fundamentally fair,
 19 adequate, and reasonable.’” *Staton v. Boeing Co.*, 327 F.3d 938, 963 (9th Cir. 2003) (quoting FED. R. CIV. P.
 20 23(e)). The Court has discretion as to the amount of fees to award. *Vizcaino v. Microsoft Corp.*, 290 F.3d
 21 1043, 1047 (9th Cir. 2002). Class Counsel’s request for fees is reasonable, as demonstrated below.

22 **A. The Requested Fees Are Eminently Reasonable As A Percentage Of The Common** 23 **Fund Achieved In Settlement.**

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 of 25% of the Settlement Fund, or \$109,010.25. (Settlement Agmt. § 5.3.) The requested fee is
 27 reasonable both under the percentage-of-the-fund analysis, as well as lodestar method discussed below,

1 considering Class Counsel’s total documented lodestar of \$138,427.50. (*See* Ex. 1, Bennett Decl. ¶ 31; Ex. 2,
2 Kelly Decl. ¶ 22.)

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

8 In the Ninth Circuit, the typical range of acceptable attorneys’ fees is 20% to 33 1/3% of the total
9 settlement value. *Powers v. Eichen*, 229 F.3d 1249, 1256 (9th Cir. 2000); *see also Rodriguez v. D.M. Camp & Sons*,
10 No. 1:09-cv-00700-AWI-JLT, 2013 WL 2146927, at *13 (E.D. Cal. May 15, 2013) (“In the Ninth Circuit,
11 the typical range of acceptable attorneys’ fees is 20% to 33 1/3% of the total settlement value, with 25%
12 considered the benchmark” and granting fee request of 30% of \$675,000 common fund). The benchmark
13 in the Ninth Circuit is 25% of the common fund. *See Hanlon v. Chrysler Corp.*, 150 F.3d 1011, 1029 (9th Cir.
14 1998). (“This circuit has established 25% of the common fund as a benchmark award for attorney fees.”);
15 *Six (6) Mex. Workers v. Ariz. Citrus Growers*, 904 F.2d 1301, 1311 (9th Cir. 1990).

16 While the 25% benchmark is accepted in this Circuit, courts nevertheless recognize, “[h]owever, in
17 most common fund cases, the award exceeds [the 25%] benchmark.” *In re Omnivision Techs., Inc.*, 559 F.
18 Supp. 2d 1036, 1047 (N.D. Cal. 2008) (citing *In re Activision Secs. Litig.*, 723 F. Supp. 1373, 1377 (N.D. Cal.
19 1989) (“This court’s review of recent reported cases discloses that nearly all common fund awards range
20 around 30% even after thorough application of either the lodestar or twelve-factor method.”)). As the
21 Ninth Circuit has held, “[t]he 25% benchmark rate, although a starting point for analysis, may be
22 inappropriate in some cases. Selection of the benchmark or any other rate must be supported by findings
23 that take into account all of the circumstances of the case.” *Vizcaino*, 290 F.3d at 1048–50. Thus, in
24 *Vizcaino*, the Ninth Circuit approved an award of attorneys’ fees amounting to 28% of the common fund,
25 which was based on the district court’s consideration of factors including the excellent results achieved by
26 counsel, the risky nature of the representation, the benefits generated for the class “beyond the cash
27 settlement fund,” the market rate for such contingency representation, and the length and expense of the

1 litigation. *Id.* at 1048–50; *see also In re Wash. Public Power Supply System Secs. Litig.*, 19 F.3d at 1299–1302
2 (holding district court abused its discretion in failing to apply risk multiplier to lodestar).

3 Here, the analysis is simple. Class Counsel requests precisely the 25% benchmark courts within this
4 Circuit have recognized as reasonable. There is no reason to abandon this recognized standard, as the fees
5 do not, for example, deplete the settlement fund in the name of compensating counsel for its work. Class
6 Members obtain meaningful cash relief from the Settlement, and Class Counsel seeks as attorneys’ fees a
7 modest amount in line with the Ninth Circuit’s recognized standard.

8 The Court considers the reasonableness of the percentage against several factors: (1) the results
9 achieved; (2) the risk of litigation; (3) the skill required and the quality of work; (4) the contingent nature of
10 the fee and the financial burden carried by the plaintiff; and (5) awards made in similar cases. *See Vizcaino*,
11 290 F.3d at 1048–50. All of these factors favor granting the requested 25% fee.

12 **1. The results achieved favor granting the requested fee.**

13 Courts generally recognize that the “most critical” factor in assessing the reasonableness of a fee
14 award is the result obtained for the class. *Hensley v. Eckerhart*, 461 U.S. 424, 436 (1983). Here, Class Counsel
15 obtained significant monetary and nonmonetary relief, which is all the more remarkable in light of issues
16 relating to the recovery of a judgment had Plaintiffs been successful at trial.

17 Understanding the challenges of this litigation that could have prevented Class Members from
18 recovering anything at all, Class Counsel sought a resolution that would ensure that (1) the Tribal Loans at
19 issue would no longer be reported; and (2) Class Members receive some aspect of meaningful monetary
20 relief for CACi attempting to collect on the loans at issue. Class Counsel was able to achieve both goals, a
21 remarkable result given the untested nature of the claims relating to the void debts and the limited ability of
22 CACi to pay a significant sum in either settlement or a judgment. Despite these difficulties, Class Counsel
23 was able to obtain sufficient documents and class size data to negotiate a classwide settlement, and obtain a
24 highly favorable result.

25 Although it took several additional months of negotiation under the supervision of a nationally
26 recognized mediator, the Parties agreed to a settlement that provides meaningful injunctive relief and
27 substantial cash payments to Class Members who paid money to CACi when it attempted to collect on the

1 void loans. Class Members will receive their payments automatically, without having to make any effort or
2 submit any documentation, and will amount to approximately 95% of the amount they paid to CACI.
3 These near-total refunds, coupled with the scrubbing of the Tribal Loans from their credit files, comprises
4 an excellent result for Class Members.

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

15 The meaningful injunctive relief obtained by Class Counsel is also an important component of
16 assessing the results obtained on behalf of the class. *See Staton*, 327 F.3d at 974; *see also Vizcaino*, 290 F.3d at
17 1049 (consideration given to “counsel’s performance generated benefits beyond the cash settlement fund”).
18 This Court has historically taken the value of such injunctive relief into account when called to weigh the
19 reasonableness of the percentage of fees sought by class counsel against the total value of the settlement
20 obtained. *See McLeod v. Bank of Am., N.A.*, No. 16-cv-03294-EMC, 2019 WL 1170487, at *6-7 (N.D. Cal.
21 Mar. 13, 2019) (noting that the value of the injunction “would reduce the fee request to 25% of the total
22 settlement value.”); *see also Marolda v. Symantec Corp.*, No. 08-cv-05701 EMC, 2013 WL 12310821, at *6
23 (N.D. Cal. Apr. 5, 2013). While Class Counsel does not seek any attorneys’ fees for having achieved the
24 injunctive relief here, there is no ignoring the fact that CACI’s virtual elimination of the Tribal Loans from
25 Class Members’ files and implementing steps to ensure the loans do not return to its stable of accounts for
26 collection is meaningful assistance to consumers.

1 On the whole, the Court should have little difficulty concluding that the modest fee sought is
2 reasonable in light of the meaningful relief Class Counsel achieved.

3 **2. Plaintiffs risked much in pursuing unproven claims with no guarantee of**
4 **repayment.**

5 Class Counsel handled this case on a wholly contingency basis and undertook the risk of no
6 recovery. (Ex. 1, Bennett Decl. ¶ 32.) The Ninth Circuit has recognized the significance of such risk. *See In*
7 *re Online DVD-Rental Antitrust Litig.*, 779 F.3d 934, 954-55 (9th Cir. 2015) (upholding award of fees and
8 costs, finding district court “correctly noted that class counsel risked great time and effort”) (citing
9 *Vizcaino*, 290 F.3d at 1048) (“Uncertainty that any recovery ultimately would be obtained is a highly
10 relevant consideration. Indeed, the risks assumed by Counsel, particularly the risk of non-payment or
11 reimbursement of expenses, is important to determining a proper fee award.”); *see also Jenson. v. First Tr.*
12 *Corp.*, No. CV 05-3124 ABC, 2008 WL 11338161, at *12 (C.D. Cal. June 9, 2008) (internal citation
13 omitted).

14 Class Counsel pursued largely untested claims against a Defendant with limited resources, and did
15 so with no guarantee it would receive anything as payment for its time and effort. (Ex. 1, Bennett Decl. ¶
16 32.) Indeed, Class Counsel has incurred more than \$100,000 in attorneys’ fees litigating this case, and has
17 not yet received any payment of fees or reimbursement of expenses.² The Court should conclude that this
18 factor favors granting the requested fee.

19 **3. The skill of Counsel and quality of their work supports the requested fee.**

20 Despite the challenges this case presents, Class Counsel was able to litigate this case efficiently
21 because of their experience in litigating class action cases, and in particular class actions involving tribal
22 loans. (Ex. 1, Bennett Decl. ¶¶ 19–20; Ex. 2, Kelly Decl. ¶ 17.) This depth of experience with such loans
23 and class action litigation allowed Class Counsel to pursue the case and negotiate a settlement that
24 capitalized on the strengths of the claims while accounting for the risks of continued litigation.

25 _____
26
27 ² 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 On the other hand, “[t]he quality of opposing counsel is also relevant to the quality and skill that
2 class counsel provided.” *Destefano v. Zynga, Inc.*, No. 12-cv-04007-JSC, 2016 WL 537946, at *17 (N.D. Cal.
3 Feb. 11, 2016). CACi engaged skilled class action defense attorneys with substantial experience and who
4 presented meaningful defenses to Plaintiffs’ claims as well as highlighting potential difficulties in collecting
5 a judgment should the case go to trial. Class Counsel’s ability to negotiate a favorable settlement despite the
6 quality of work done by CACi’s counsel further supports their fee request. *See Lofton v. Verizon Wireless*
7 *(VAW) LLC*, No. C 13-05665 YGR, 2016 WL 7985253, at *1 (N.D. Cal. May 27, 2016) (the “risks of class
8 litigation against an able defendant well able to defend itself vigorously” support an upward adjustment in
9 the fee award); *Knight v. Red Door Salons, Inc.*, No. 08-01520, 2009 WL 248367, at *6 (N.D. Cal. Feb. 2, 2009)
10 (where defense counsel “understood the legal uncertainties in this case[] and were in a position to mount a
11 vigorous defense,” the favorable settlement was a “testament to Plaintiffs’ counsel’s skill”).

12 This case is no different than these examples. Class Counsel applied their significant skill and
13 expertise in class actions and with tribal loans to achieve for Class Members a near-complete recovery and
14 Court-ordered guarantee that these void loans will not follow them around for years to come. Not
15 everyone can competently take on such litigation and achieve such significant results, further supporting
16 that the requested fee is reasonable and should be awarded.

17 4. Awards in similar cases favor granting the requested fee.

18 The requested 25% fee here is modest, particularly in light of the fact that awarding it still permits
19 Class Members to receive back nearly all the money they each paid to CACi in its attempts to collect the
20 void loans. The requested fee is well within, if not below, the range of approval and is consistent with fee
21 awards in other FCRA and consumer class actions. *See, e.g., Leo v. AppFolio, Inc.*, No. 3:17-cv-05771-RJB
22 (W.D. Wash.) at ECF 57, 65 (awarding \$1.3 million in fees, representing 29.4% of common fund in FCRA
23 class action); *Patel v. Trans Union, LLC*, No. 14-cv-00522-LB, 2018 WL 1258194, at *5-7 (N.D. Cal. Mar. 11,
24 2018) (approving an award of attorneys’ fees to class counsel amounting to 32% of the common fund);
25
26
27

1 *Ikuseghan v. Multicare Health Sys.*, No. C 14-5539 BHS, 2016 WL 4363198, at *2 (W.D. Wash. Aug. 16, 2016)
2 (approving 30% fee in consumer protection class action).³

3 This is also not a case in which awarding 25% of a mega-fund settlement would provide Class
4 Counsel with a windfall. *See In re Bluetooth Headset Prods. Liab. Litig.*, 654 F.3d 935, 942 (9th Cir. 2011).
5 Consideration of all relevant factors confirms the reasonableness of a fee award of 25% of the Settlement
6 Fund.

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

8 To assure the reasonableness of the common-fund fee, the Court may compare the requested fee
9 against counsel’s lodestar, the attorneys’ fees counsel billed to the case. *In re Lyft Inc. Sec. Litig.*, No. 19-cv-
10 02690-HSG, 2023 WL 5068504, at *12 (N.D. Cal. Aug. 7, 2023). This Court has explained that “[t]he
11 ‘lodestar figure is calculated by multiplying the number of hours the prevailing party reasonably expended
12 on the litigation (as supported by adequate documentation) by a reasonable hourly rate for the region and
13 for the experience of the lawyer.’” *Id.*

14 Here, Counsel’s lodestar, \$138,427.50 (Ex. 1 Bennett Decl. ¶¶ 31, 35; Ex. 2, Kelly Decl. ¶ 22), is
15 larger than the requested \$109,010.25 fee. Class Counsel’s hourly rates range from \$550 to \$850 for
16

17
18 ³ *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 partners, \$525 for associates, and \$225 for paralegals, which is in line with prevailing rates in this district for
 2 personnel of comparable experience, skill, and reputation. (Ex. 1 Bennett Decl. ¶¶ 31, 35; Ex. 2, Kelly Decl.
 3 ¶ 22); *see, e.g., Hefler v. Wells Fargo & Co.*, No. 16-cv-05479, 2018 WL 6619983, at *14 (N.D. Cal. Dec. 18,
 4 2018) (concluding rates ranging from \$650 to \$1,250 for partners or senior counsel and from \$400 to \$650
 5 for associates were reasonable); *In re Volkswagen “Clean Diesel” Mktg., Sales Pract., & Prod. Liab. Litig.*, No.
 6 2672 CRB (JSC), 2017 WL 1047834, at *5 (N.D. Cal. March 17, 2017) (finding rates ranging from \$275 to
 7 \$1,600 for partners, \$150 to \$790 for associates, and \$80 to \$490 for paralegals reasonable). The requested
 8 amount represents a negative multiplier of 1.27. In similar cases, courts have approved positive multipliers
 9 ranging from 1.0 to 4.0. *See Vizcaino*, 290 F.3d at 1051 n.6 (finding a range of 0.6 to 19.6 in a survey of 24
 10 cases, with 83% in the 1.0 to 4.0 range and 54% in the 1.5 to 3.0 range); *Vataj v. Johnson*, No. 19-cv-06996-
 11 HSG, 2021 WL 5161927, at *9 (N.D. Cal. Nov. 5, 2021) (approving 2.5 multiplier in securities case). Since
 12 the proposed fee in this case exceeds Class Counsel’s lodestar by approximately one-third, the Court should
 13 have little difficulty concluding that overall, the lodestar cross-check supports the reasonableness of the fee.

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

15 The Agreement provides for, and Plaintiffs now request, an individual settlement and service award
 16 of \$5,000 each, in recognition of their bringing these claims and further service to the Settlement Class.
 17 Such awards, which promote the public policy of encouraging individuals to undertake the responsibility of
 18 representative lawsuits, should be approved. *See Rodriguez v. West Pub’ing Corp.*, 563 F.3d 948, 958-59 (9th
 19 Cir. 2009) (finding service awards may also be appropriate to “compensate class representatives for work
 20 done on behalf of the class, to make up for financial or reputational risk undertaken in bringing the action,
 21 and, sometimes, to recognize their willingness to act as a private attorney general”).

22 The requested awards here would compensate Plaintiffs for their contributions in stepping forward
 23 initially to bring this case and given their continued representation and involvement throughout the
 24 litigation. Plaintiffs actively participated at all stages, including compiling and producing hundreds of pages
 25 of documents, responding to factual inquiries from Counsel during the course of exchanges of information
 26 during discovery and settlement discussions, committing to their roles as representatives of absent Class
 27

1 Members, evaluating the proposed settlement, and being prepared to testify at trial if necessary. (*See*
2 Bennett Decl. ¶ 40.)

3 Plaintiffs’ support of the settlement is independent of any service award and not conditioned on the
4 Court awarding any particular amount or any award at all. *See Radcliffe v. Experian Info. Sols.*, 715 F.3d 1157,
5 1164 (9th Cir. 2013) (finding incentive award must not “corrupt the settlement by undermining the
6 adequacy of the class representatives and class counsel”).

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

12 **IV. CONCLUSION.**

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

16 Dated: September 5, 2023

Respectfully submitted,

17 By: /s/ Craig C. Marchiando

18 Craig C. Marchiando, Esq., (SBN 283829)
19 Leonard A. Bennett, Esq., (pro hac vice)
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Attorneys for Plaintiffs and the Class

EXHIBIT 1

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

ELETTRA MEEKS, *et al.*,

Plaintiffs,

v.

CONSUMER ADJUSTMENT
COMPANY, INC. *et al.*,

Defendants.

Case No.: 3:21-cv-03266-VC

**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.

Consumer Litigation Associates, P.C.

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., an eight-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. Since 1994, 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. Additionally, since
3 1995, I have been a member in good standing of the Bar of the highest court of the State of North
4 Carolina.

5 5. I have also been admitted to practice before and am presently admitted to numerous
6 other federal courts. I have also been admitted to or by *pro hac vice* in United States District Courts
7 including Alabama, Arizona, California, Connecticut, Florida, Georgia, Hawaii, Idaho, Illinois, Iowa,
8 Kentucky, Louisiana, Maine, Maryland, Massachusetts, Michigan, Mississippi, Nevada, New
9 Hampshire, New Jersey, New York, Ohio, Oregon, Pennsylvania, Rhode Island, South Carolina, South
10 Dakota, Tennessee, Texas, Washington, West Virginia, Wisconsin, Wyoming, and the District of
11 Columbia.

12 6. I was selected as the 2017 Consumer Lawyer of the Year by the National Association
13 of Consumer Advocates.

14 7. In both 2019 and 2020, my firm earned the National Law Journal’s Elite Trial Lawyers
15 Award for top firm in Financial Products class action litigation.

16 8. In 2019, CLA was selected as the co-recipient of the Frankie Muse Freeman
17 Organizational Award – the year’s top Pro Bono law firm – by the Virginia State Bar.

18 9. Public interest leaders in the consumer protection field have also offered substantial
19 praise for our law firm. Paul Bland, Executive Director of Public Justice, wrote, “CLA is an elite
20 consumer protection law firm. They are at the pinnacle of their field, one of the very most successful
21 law firms in the country at representing individual consumers or classes of consumers, particularly
22 those who’ve suffered from privacy injuries.”

23 10. Ira Rheingold, Executive Director, National Association of Consumer Advocates
24 joined, “The work they do is on the cutting edge of consumer law and is guided by a unique passion
25 and desire to achieve real justice for their clients and for consumers in general.”

26 11. And Stuart Rossman, Director of Litigation of the National Consumer Law Center
27 offered, “Consumer Litigation Associates is one of the most innovative, and successful, consumer
28

1 advocacy practices in the United States. CLA attorneys are recognized as the leading experts in their
 2 field whose legal acumen is highly respected and appreciated within our consumer advocacy
 3 community.”

4 12. Since before 2001, I have spoken at numerous CLE programs, seminars, and events in
 5 the area of Consumer Protection litigation.¹

7 ¹ NCLC 2021 Mortgage Conference, Credit Reporting Issues in Mortgage Cases, June 25, 2021; NACA Online Spring
 8 Training 2021, COVID and Post-COVID Issues in FCRA Litigation, April 30, 2021; NCLC 2020 Consumer Rights
 9 Litigation Conference, Discovery in FCRA Cases, November 18, 2020; NACA Webinar, Understanding the Metro 2
 10 Reporting Format, September 24, 2020; NCLC 2021 Mortgage Conference, Credit Reporting Issues in Mortgage Cases,
 11 June 25, 2021; NACA Online Spring Training 2020, Dealing with FCRA Paradigm Shifts: New Equifax Defense and
 12 COVID-19 Challenges, May 11, 2020; NACA Webinar, Virtual Depositions, March 31, 2020; National Consumer Law
 13 Center, Consumer Rights Conference, Denver, Colorado (November 2018); Military U.S. Navy Legal Assistance,
 14 Consumer Awareness, Buying, Financing and Owning an Automobile (July 2018); Practicing Law Institute (PLI), 23rd
 15 Annual Consumer Financial Services Institute, April 2018; National Consumer Law Center, Consumer Rights Conference,
 16 Washington, D.C., Speaker (November 2017); National Consumer Law Center, Consumer Rights Conference, Anaheim,
 17 California, Speaker for Multiple Sessions (October 2016); Fair Debt Collection Practices Act/Fair Credit Reporting Act,
 18 Norfolk and Portsmouth, VA Bar Association (October 29, 2015); National Consumer Law Center, Consumer Rights
 19 Conference, Washington, D.C., Speaker for Multiple Sessions (November 2013); National Consumer Law Center, Fair
 20 Debt Collection Practices Act Conference, Fair Credit Reporting Act Claims Against Debt Buyers, March 2013; National
 21 Association of Consumer Advocates, Webinar CLE: FCRA Dispute Process, December 2012; Rossdale CLE, Fair Credit
 22 Reporting Act (August 2012); Virginia Trial Lawyers Association, Advocacy Seminar - October, 2011; National
 23 Association of Consumer Advocates, Fair Credit Reporting Act National Conference - Memphis, TN, May 2011; Stafford
 24 Publications CLE, National Webinar, “FCRA and FACTA Class Actions: Leveraging New Developments in Certification,
 25 Damages and Preemption” (April 2011); National Consumer Law Center, National Consumer Rights Conference, Boston,
 26 Speaker for Multiple Sessions, November, 2010; Virginia State Bar, Telephone and Webinar Course, Virginia, 2009;
 27 “What’s Going On Here? Surging Consumer Litigation - Including Class Actions in State and Federal Court”; National
 28 Association of Consumer Advocates, Fair Credit Reporting Act National Conference, Chicago, IL, May 2009; National
 Consumer Law Center, National Consumer Rights Conference, Philadelphia, Speaker for Multiple Sessions, November
 2009; National Consumer Law Center, National Consumer Rights Conference, Portland, OR, Speaker for Multiple
 Sessions, November 2008; Washington State Bar, Consumer Law CLE, Speaker, September 2008; Washington State Bar,
 Consumer Law CLE, Speaker, July 2007; House Financial Services Committee, June 2007; National Consumer Law
 Center, National Consumer Rights Conference, Washington, D.C., Speaker for Multiple Sessions, November 2007;
 National Association of Consumer Advocates, Fair Credit Reporting Act National Conference; Denver, Colorado, Multiple
 Panels, May 2007; U.S. Army JAG School, Charlottesville, Virginia, Consumer Law Course Instructor, May 2007;
 Georgia State Bar, Consumer Law CLE, Speaker, March 2007; Contributing Author, Fair Credit Reporting Act, Sixth
 Edition, National Consumer Law Center, 2006; National Consumer Law Center, National Consumer Rights Conference,
 Miami, FL, Speaker for Multiple Sessions, November 2006; Texas State Bar, Consumer Law CLE, Speaker, October 2006
 Federal Claims in Auto fraud Litigation; Santa Clara University Law School, Course, March 2006; Fair Credit Reporting
 Act; Widener University Law School, Course, March 2006 Fair Credit Reporting Act; United States Navy, Navy Legal
 Services, Norfolk, Virginia, April 2006 Auto Fraud; Missouri State Bar CLE, Oklahoma City, Oklahoma; Identity Theft;
 National Consumer Law Center, National Consumer Rights Conference, Boston, Mass, Multiple panels; National
 Association of Consumer Advocates, Fair Credit Reporting Act National Conference, New Orleans, Louisiana (May 2005),
 Multiple Panels; United States Navy, Naval Justice School (JAG Training), Newport , Rhode Island, Consumer Law;
 American Bar Association, Telephone Seminar; Changing Faces of Consumer Law, National Consumer Law Center,
 National Consumer Rights Conference, Boston, Mass; Fair Credit Reporting Act Experts Panel; and ABCs of the Fair
 Credit Reporting Act; National Association of Consumer Advocates, Fair Credit Reporting Act National Conference,
 Chicago, Illinois; Multiple Panels; Oklahoma State Bar CLE, Oklahoma City, Oklahoma, Identity Theft; Virginia State

1 13. I testified before the United States House Financial Services Committee on multiple
2 occasions. In 2014, I spoke before the Consumer Financial Protection Bureau Consumer Advisory
3 Board.

4 14. I have also served on a Federal Trade Commission Round Table and Governor Kaine's
5 Virginia Protecting Consumer Privacy Working Group all within this field. I was recently on the Board
6 of Directors of the National Association of Consumer Advocates and am on the Partners Council of
7 the National Consumer Law Center, on the Board of Directors for Public Justice and the Advisory
8 Council of the Virginia Poverty Law Center.

9 15. I have been named as a multi-year Super Lawyer, a Law Dragon Top 500 Plaintiffs'
10 Attorney, to Best Lawyers in America and a Virginia Leader in the Law.

11 16. Our firm has been selected by U.S. NEWS & WORLD REPORT Best Law Firm, First Tier
12 Nationwide.

13 17. I was and am one of the contributing authors of the leading and comprehensive treatises
14 published by National Consumer Law Center and used by judges and advocates nationally, including
15 the leading treatise in the case field, FAIR CREDIT REPORTING.

16 18. I have substantial experience in complex litigation, including class action cases,
17 prosecuted in federal court.

18 19. I have litigated scores of class action cases based on consumer protection claims in the
19 past decade. In each of the class cases, when asked to do so by either contested or uncontested motion,
20 the court found me to be adequate class counsel. In each of these, I served in a lead or executive
21 committee counsel role. Just a few of comparable cases include, by example only: *Pitt v. K-Mart Corp.*,
22 3:11-cv-697 (E.D. Va.); *Ryals v. HireRight Sols., Inc.*, 3:09-cv-625 (E.D. Va.); *White v. Experian Info.*
23 *Sols. Inc.*, 8:05-cv-01070 (C.D. Cal.); *Teagle v. LexisNexis Screening Sols., Inc.*, 1:11-cv-1280 (N.D.
24 Ga.); *Roe v. Intellicorp*, 1:12-cv-02288 (N.D. Ohio); *White v. CRST*, 1:11-cv-2615 (N.D. Ohio);

25 _____
26 Bar, Telephone Seminar, Identity Theft; United States Navy, Naval Justice School (JAG Training), Newport, Rhode Island,
27 Consumer Law; United States Navy, Navy Legal Services, Norfolk, Virginia, Auto Fraud; Virginia State Bar, Richmond
28 and Fairfax, Virginia, Consumer Protection Law; Michigan State Bar, Consumer Law Section, Ann Arbor, Michigan,
Keynote Speaker.

1 *Williams v. LexisNexis Risk Mgmt.*, 3:06-cv-241 (E.D. Va.); *Goode v. LexisNexis*, 11-cv-2950 (E.D.
2 Pa.); *Beverly v. Wal-Mart Stores, Inc.*, 3:07-cv-469 (E.D. Va.); *Berry v. LexisNexis Risk & Info.*
3 *Analytical Grp.*, 3:11-cv-754 (E.D. Va.); *Stinson v. Advance Auto Parts, Inc.*, (W.D. Va.); *Black v.*
4 *Winn-Dixie Stores, Inc.*, 3:09-cv-502 (M.D. Fla.); *Cappetta v. GC Servs. LP*, 3:08-cv-288-JRS (E.D.
5 Va.); *Henderson v. Verifications, Inc.*, 3:11-cv-514 (E.D. Va.); *Harris v. US Physical Therapy, Inc.*,
6 2:10-cv-1508 (D. Nev.); *Domonoske v. Bank of Am., N.A.*, 5:08-cv-66 (W.D. Va.); *Smith v. Telecris*
7 *Biotherapeutics, Inc.*, 1:09-cv-153 (M.D.N.C.); *Daily v. NCO Fin.*, 3:09-cv-31 (E.D. Va.); *Lengrand*
8 *v. Wellpoint*, 3:11-cv-333 (E.D. Va.); *Burke v. Shapiro, Brown & Alt, LLP*, No. 3:14-cv-838 (DJN)
9 (E.D. Va.); *Ridenour v. Multi-Color Corp.*, No. 2:15-cv-41-MSD-DEM (E.D. Va.); *Manuel v. Wells*
10 *Fargo Nat'l Ass'n*, No. 3:14-cv-238 (E.D. Va.); *Thomas v. FTS USA, LLC*, No. 3:13-cv-825-REP
11 (E.D. Va.); *Milbourne v. JRK Residential Am., Inc.*, No. 3:12-cv-861-REP (E.D. Va.); *Hall v. Vitran*
12 *Express, Inc.*, No. 1:09- cv-00800 (N.D. Ohio); *Anderson v. Signix, Inc.*, No. 3:08-CV-570 (E.D. Va.);
13 *Reardon v. Closetmaid*, No. 2:08-cv-1730 (W.D. Pa.); *Bell v. U.S. Express, Inc.*, 1:11-CV- 181 (E.D.
14 Tenn.); *Goode v. First Advantage LNS Screening Sols., Inc.*, 2:11-cv-2950 (E.D. Pa.); *Ellis v. Swift*
15 *Transp. Co. of Az.*, 3:13-cv-473 (E.D. Va.); *Edwards v. Horizon Staffing, Inc.*, No. 1:13-cv-3002 (N.D.
16 Ga.); *Shami v. Middle E. Broad., Inc.*, 1:13-cv-467 (E.D. Va.); *Marcum v. Dolgencorp*, 3:12-cv-108
17 (E.D. Va.); *Wyatt v. SunTrust Bank*, 3:13-cv-662 (E.D. Va.); *Henderson v. HRPlus*, No. 3:14-cv-82
18 (E.D. Va.); *Henderson v. Backgroundchecks.com*, 3:13-cv- 29 (E.D. Va.); *Henderson v. Acxiom Risk*
19 *Sols.*, 3:12-cv-589 (E.D. Va.); *Ryals v. Strategic Screening Sols., Inc.*, 3:14-cv-00643-REP (E.D. Va.);
20 *Thomas v. First Advantage Screening Sols., Inc.*, 1:13-cv-04161-CC-LTW (N.D. Ga.); *Smith v.*
21 *Harbor Freight Tools USA, Inc.*, No. 2:13-cv-06262-JFW-VBK (C.D. Cal.); *Smith v. Rescare*, 3:13-
22 cv-5211 (S.D. W. Va.); *Oliver v. FirstPoint, Inc.*, No. 1:14-cv-517 (M.D.N.C.); *Blocker v. Marshalls*
23 *of MA, Inc.*, No. 1:14-cv-01940-ABJ; *Brown v. Lowe's Cos., Inc.*, 5:13-cv-79 (W.D.N.C.); *Reese v.*
24 *Stern & Eisenberg Mid-Atlantic*, 3:16-cv-496-REP (E.D. Va.); *Hayes v. Delbert Servs. Corp.*, No.
25 3:14-cv-258-JAG (E.D. Va.); *Soutter v. Equifax Info. Servs., LLC*, 3:10-cv-107 (E.D. Va.);
26 *Fariasantos v. Rosenberg & Assocs., LLC*, 3:13-cv-543 (E.D. Va.); *James v. Experian Info. Sols., Inc.*,
27 3:12-cv-902 (E.D. Va.); *Goodrow v. Friedman & MacFadyen, P.A.*, 3:11-cv-20 (E.D. Va.); *Witt v.*
28

1 *CoreLogic SafeRent, LLC*, 3:15-cv-386 (E.D. Va.); *Henderson v. CoreLogic Nat'l Background Data*,
2 *LLC*, 3:12-cv-97 (E.D. Va.); *Smith v. Sterling Infosystems, Inc.*, 1:16-cv-714 (N.D. Ohio).

3 20. I have experience litigating FCRA class claims, unusually, all the way to trial. *Thomas*
4 *v. FTS USA, LLC*, 312 F.R.D. 407, 420 (E.D. Va. 2016) and *Milbourne v. JRK Residential Am., LLC*,
5 No. 3:12-cv-861, 2016 WL 1070818, at *1 (E.D. Va. Mar. 15, 2016). I have experience in seeing
6 claims like those presented here through discovery, dispositive motions practice, and the posturing of
7 such cases for successful trials.

8 21. I also have substantial experience litigating FCRA cases against CRAs – consumer
9 reporting agencies – operating as criminal or public records background check companies, especially
10 where the CRA has systemically mismatched consumers to public records. *See, e.g., Witt v. CoreLogic*
11 *SafeRent, LLC*, 3:15-cv-386 (E.D. Va.); *Henderson v. CoreLogic Nat'l Background Data, LLC*, 3:12-
12 *cv-97* (E.D. Va.); *Henderson v. Verifications, Inc.*, 3:11-cv-514 (E.D. Va.); *Henderson v. HRPlus*, No.
13 3:14-cv-82 (E.D. Va.); *Henderson v. Backgroundchecks.com*, 3:13-cv-29 (E.D. Va.); *Henderson v.*
14 *Axiom Risk Sols.*, 3:12-cv-589 (E.D. Va.); *Roe v. Intellicorp*, 1:12-cv-02288 (N.D. Ohio).

15 **Consumer Litigation Associates' Involvement in This Litigation**

16 22. Consumer Litigation Associates has had an active role in this litigation since filing. I
17 have handled major responsibilities relating to case strategy and the ability to obtain class data as well
18 as the collectability of any judgment given CACi's meager resources.

19 23. I have been heavily involved in settlement negotiations. I attended the mediation in
20 Philadelphia in person, and have attended the majority of post-mediation teleconferences discussing
21 the parameters of the proposed Settlement. Our settlement negotiations with defense counsel were
22 hard fought and extensive, and took into account our side's desire to obtain meaningful relief for the
23 Classes against the unlikelihood that CACi could pay a settlement amount approaching \$500,000.

24 24. Taken as a whole, there is little doubt that the decision to settle was as informed as it
25 possibly could have been. This action has been appropriately litigated by the Parties and sufficient
26 knowledge of the claims and defenses has been obtained by both Plaintiffs and Defendant to assess
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1 the strength of their respective claims and defenses. I endorse the Settlement as fair and adequate under
2 the circumstances.

3 25. At the level of complexity of the litigation in which my firm, and also our Co-Counsel,
4 are engaged, we are almost always opposite experienced and skilled defense attorneys, and defendants
5 with the ability to fund a more-than-competent defense. That was the case here. The defense lawyers
6 here possess significant defense experience litigating the claims at issue, both individually and in the
7 class context.

8 26. I feel strongly that settlements like the one achieved here are significant and meaningful
9 to Class Members because there is meaningful monetary relief, and injunctive relief requiring useful
10 changes in Defendant's debt-collection practices. The change in Defendant's business practices will
11 help ensure that consumers will no longer be plagued by the reporting of loans long since voided by
12 other settlements.

13 27. The Defendant will be prohibited from collecting on the loans at issue, reporting such
14 loans to credit bureaus, and will take appropriate steps to ensure that it takes none of the loans at issue
15 into its collection portfolio in the future. These alterations alone will be a significant change that will
16 improve the accuracy and appropriateness of reporting for all consumers going forward.

17 28. With these realities in mind, I believe the settlement is fair, reasonable, and adequate,
18 and in the best interests of Class Members. The Class Members who are part of the Rule 23(b)(2)
19 Class retain all claims and rights other than to bring any claims against CACi relating to the loans at
20 issue as a class action.

21 29. In addition, the Rule 23(b)(3) Class Members who paid money to CACi on the covered
22 loans will receive a payment of approximately 95% of those amounts. These terms were all reached
23 before any discussion of attorneys' fees or Class Representative Service Awards were discussed.

24 30. Given these two aspects of relief and in light of the collectability and other issues
25 presented here, I therefore strongly believe that the settlement is an excellent result for Class Members,
26 and the Court should approve it.

1 31. In my earlier Declaration (ECF 113-2), I noted my firm's accumulated lodestar was
2 \$28,350 as of the April 21, 2023 date of filing of that Declaration. I have updated that figure with
3 Exhibit A here, accounting for time members of my firm spent preparing preliminary approval
4 and notice documents, interfacing with the Settlement Administrator to complete the notice process,
5 and other similar tasks. We have also included conservative estimates of time we expect to
6 spend on preparing the Motion for Final Approval and for the Final Approval Hearing.

7
8 32. My firm and Co-Counsel took this case on a contingent fee, and we have not been paid
9 anything during the course of litigating it.

10 33. The time detailed with the attached spreadsheet represents an accurate estimate of the
11 work and time my firm has performed. We have not included significant time that could have been
12 billed but was on behalf of our firm's team members whose work would have been fully duplicative
13 or was otherwise not determinable.

14
15 34. We have not reviewed every entry for exactness, but believe the time spent and work
16 performed is accurately determined from the attachment.

17 35. My firm's total lodestar is now approximately \$39,330, and that figure contains
18 conservative estimates for time spent preparing for the Final Approval Hearing, reviewing and briefing
19 any objections that arise, and other interim tasks. By the time we return to court for the Final Approval
20 Hearing, I expect my firm's lodestar will be several thousand dollars higher.

21 36. The rates sought in this litigation are similar to the rates approved by other courts.
22 Currently, my standard hourly rate is \$850 per hour. This is the rate I charge in most litigation matters.
23 I have charged this rate to those few clients at least over the last twelve months and in part since 2014.
24 The United States District Court for the Eastern District of Virginia approved that rate in *Hill-Green*
25 *v. Experian Information Solutions, Inc.*, No. 3:19-cv-00708 (E.D. Va.). I have also received approval
26 of my hourly rate of \$725 per hour by this Court in *Gibbs v. Plain Green, LLC*, Case No. 3:17-cv-
27 00495 (E.D. Va.).

1 37. The other attorneys in my firm have hourly rates between \$750 and \$450. Attorneys
2 with more than 10 years of experience bill at a rate of \$575, those with more than 15 years' experience
3 bill at a rate of \$750, and those with less than 10 years experience bill at a rate of \$450. Prior to doing
4 so, rates of \$575 per hour for attorneys in my firm with more than 10 years of experience were
5 approved by courts in *Gibbs v. Plain Green, LLC*, Case No. 3:17-cv-00495 (E.D. Va.) and \$450 per
6 hour in *Thomas v. Equifax Info. Servs., LLC*, Case No. 3:18-cv-684 (E.D. Va.); *Hayes v. Delbert*
7 *Services Corp.*, No. 3:14-cv-258 (E.D. Va. 2017); and *Bowden v. Forest River Inc.*, No. 1:18-cv-1578
8 (E.D. Va. 2020) (affirmed per curiam in *Bowden v. Forest River Inc.*, No. 20-1832 (4th Cir. 2022)).

9 38. Craig C. Marchiando, a partner at my Firm, also practices exclusively in the field of
10 consumer protection litigation. Mr. Marchiando graduated from South Texas College of Law *cum*
11 *laude* in 2004, served a one-year appellate clerkship before moving to private practice and was named
12 a Texas Super Lawyer Rising Star in class action and mass tort litigation in 2013 and 2014. He is
13 licensed to practice in California, Florida, Texas, New York and Virginia.

14 39. Mr. Marchiando joined Consumer Litigation Associates in 2015. Since joining CLA,
15 Mr. Marchiando has focused his practice on federal consumer protection law and class actions,
16 representing consumers in cases against banks, mortgage companies, consumer reporting agencies,
17 and debt collectors. He is a member of the National Association of Consumer Advocates and a member
18 in good standing of the bars of multiple federal district and appellate courts. He has represented
19 consumers in more than 100 federal cases, including more than twenty-five class actions.

20 40. The Class Representatives have, in my view, earned the modest Service Awards
21 requested here. They have been briefed on their responsibilities as Named Plaintiffs, and have
22 committed since the beginning of this litigation to meet those responsibilities, including testifying at
23 trial if necessary.

24 41. They have been in contact with us throughout the litigation and settlement process,
25 have reviewed pleadings, searched for and turned-over documents, and reviewed and approved the
26 Settlement.

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

3 Signed this 5th day of September, 2023.

4 Respectfully submitted,

5
6 

7
8 _____
Leonard A. Bennett, Esq.

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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)					TOTAL
Task							
Correspondence and Administrative Work	0.00	0.00					
Preparation of Pleadings, including Complaint	4.8	4.4					
Discovery (includes meet and confer efforts, document review, analysis)	3.2	11.4					
Court Appearances	.8	1.4					
Mediation (includes preparation of submission to mediator) and Settlement Negotiations		2					
Preparation of Settlement Documents, including Motion for Preliminary Approval	2.0	9.60					
Attorneys' fees and final approval motions		8					
Notice process (includes discussions with Settlement Administrator)		3.4					
Total Hours	10.8	40.2					
Hourly Rate	\$850.00	\$750.00					
Individual Total Lodestar	\$9,180	\$30,150					
Class Counsel Total Lodestar		\$39,330					\$39,330

EXHIBIT 2

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Kristi C. Kelly
KELLY GUZZO, PLC
3925 Chain Bridge Road, Suite 202
Fairfax, VA 22030
Telephone: 703-424-7576
Facsimile: 703-591-0167
E-mail: kkelly@kellyguzzo.com
Attorney for Plaintiffs

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

ELETTRA MEEKS, et al.,

Plaintiffs,

v.

EXPERIAN INFORMATION SOLUTIONS,
INC. et al.,

Defendants.

Case No.: 3:21-cv-03266-VC

**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 need 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.

20 6. My peers have recognized me as a Super Lawyer and Rising Star consistently for the
21 past nine years. Additionally, I was selected to be members of the Virginia Lawyers Weekly “Leader
22 in the Law,” class of 2014, and Influential Women in the Law, class of 2020. I serve on the Board of
23 Directors for the Legal Aid Justice Center and Virginia Poverty Law Center. I am a former State Chair
24 for Virginia of the National Association of Consumer Advocates and am currently a member of the
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1 Partners' Council for the National Consumer Law Center and Board of Directors of the National
2 Association of Consumer Advocates.

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

6 8. In each of the class cases where I have represented plaintiffs in a consumer protection
7 case, including cases such as the instant case, the Court found me to be adequate class counsel. *See*
8 *Tsvetovat, v. Segan, Mason, & Mason, PC*, No. 1:12-cv-510 (E.D. Va.); *Conley v. First Tennessee*
9 *Bank*, No. 1:10-cv-1247 (E.D. Va.); *Dreher v. Experian Information Solutions, Inc.*, No. 3:11-cv-624
10 (E.D. Va.); *Shami v. Middle East Broadcast Network*, No. 1:13-cv-467 (E.D. Va.); *Goodrow v.*
11 *Friedman & MacFadyen*, No. 3:11-cv-20 (E.D.Va.); *Kelly v. Nationstar*, Case No. 3:13-cv-311 (E.D.
12 Va.); *Thomas v. Wittstadt*, No. 3:12-cv-450 (E.D. Va.); *Fariasantos v. Rosenberg & Associates, LLC*,
13 No. 3:13-cv-543 (E.D. Va.); *Morgan v. McCabe Weisberg & Conway, LLC*, No. 3:14-cv-695 (E.D.
14 Va.); *Burke v. Shapiro, Brown & Alt, LLP*, No. 3:14-cv-838 (E.D. Va.); *Bartlow, et al., v Medical*
15 *Facilities of America, Inc.*, No. 3:16-cv-573 (E.D. Va.); *Blocker v. Marshalls of MA, Inc.*, No. 1:14-
16 cv-1940 (D.D.C.); *Ceccone v. Equifax Info. Servs., LLC*, No. 1:13-cv-1314 (D.D.C.); *Jenkins v.*
17 *Equifax Info. Servs., LLC*, No. 1:15-cv-443 (E.D. Va.); *Ridenour v. Multi-Color Corporation*, No.
18 2:15-cv-41 (E.D. Va.); *Hayes v. Delbert Services Corp.*, No. 3:14-cv-258 (E.D. Va.); *Campos-*
19 *Carranza v. Credit Plus, Inc.*, No. 1:16-cv-120 (E.D. Va.); *Jenkins v. Realpage, Inc.*, No. 2:15-cv-
20 1520 (E.D. Pa.); *Kelly v. First Advantage Background Services, Corp.*, No. 3:15-cv-5813 (D.N.J.);
21 *Burke v. Seterus, Inc.*, No. 3:16-cv-785 (E.D. Va.); *Williams v. Corelogic Rental Property Solutions,*
22 *LLC*, No. 8:16-cv-58 (D. Md.); *Clark v. Trans Union, LLC*, No. 3:15-cv-391 (E.D. Va.); *Clark v.*
23 *Experian Information Solutions, Inc.*, No. 3:16-cv-32 (E.D. Va.); *Thomas v. Equifax Info. Servs., LLC*,
24 No. 3:18-cv-684 (E.D. Va.); *Heath v. Trans Union, LLC*, No. 3:18-cv-720 (E.D. Va.), *Turner, v.*
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1 *ZestFinance, Inc.*, No. 3:19-cv-293 (E.D. Va.); *Galloway v. Williams*, No. 3:19-cv-470, 2020 WL
2 7482191, at *4 (E.D. Va. Dec. 18, 2020); *Gibbs v. TCV V, LP*, No. 3:19-cv-789 (E.D. Va.); *Gibbs v.*
3 *Rees*, No. 3:20-cv-717 (E.D. Va.); *Pang v. Credit Plus, Inc.*, No. 1:20-cv-122 (D. Md.); *Brown v. RP*
4 *On-Site, LLC*, No. 1:20-cv-482 (E.D. Va.); *Brown v. Corelogic Rental Property Solutions, LLC*, No.
5 3:20-cv363 (E.D. Va.); *Gibbs v. Stinson*, No. 3:18-cv-676 (E.D. Va.); *Hengle v. Asner*, No. 3:19-cv-
6 250 (E.D. Va.); and *Hill-Green v. Experian Information Solutions, Inc.*, No. 3:19-cv-708 (E.D. Va.).

7
8 9. The majority of my work is contingent or brought under a fee-shifting statute so I
9 generally do not charge my clients a fee. For the past few years, I have been regularly approved in this
10 Court at a rate of \$550.00 per hour. *Brown v. RP On-Site, LLC*, No. 1:20-cv-482 (E.D. Va.); *Gibbs v.*
11 *Plain Green, LLC*, No. 3:17-cv-00495 (E.D. Va. Dec. 13, 2019); *Turner v. ZestFinance, Inc.*, No.
12 3:19-cv-293 (E.D. Va. June 30, 2020); *Galloway v. Williams*, No. 3:19-cv-470, 2020 WL 7482191, at
13 *11–12 (E.D. Va. Dec. 18, 2020); *Gibbs v. TCV V, LP*, No. 3:19-cv-789 (E.D. Va.); *Gibbs v. Rees*,
14 No. 3:20-cv-717 (E.D. Va.); *Gibbs v. Stinson*, No. 3:18-cv-676 (E.D. Va.); and *Hengle v. Asner*, No.
15 3:19-cv-250 (E.D. Va.). My rate also has been approved as reasonable in individual cases. *Garmer v.*
16 *Easy Motors*, No. 1:20-cv-540, ECF No. 27 at 50 (E.D. Va. Nov. 23, 2020); *Tsuchida v. Blackacre*
17 *1031 Exchange Services, LLC*, 2019-15803 (Fairfax County Circuit Court); *Rivera v. Blackacre 1031*
18 *Exchange Services, LLC*, 2019-15802 (Fairfax County Circuit Court).

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

22
23 11. Andrew Guzzo was an associate at Surovell Isaacs Petersen & Levy, PLC and currently
24 is a partner at Kelly Guzzo, PLC. He has been approved by this Court at a rate of \$550.00 per hour.
25 He graduated from law school at Washington & Lee University in 2011. The entire time he has been
26 practicing law, he has practiced exclusively in the field of consumer protection litigation, litigating
27 more than 400 hundred cases in federal court, including dozens of class actions. He is licensed to
28

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

7
8 12. Casey Nash was an associate at Consumer Litigation Associates, PC and is currently
9 an associate at Kelly Guzzo, PLC. Her hourly rate is \$525.00. I supervise and work closely with Casey.
10 She graduated from law school at the Catholic University of America in 2012. The entire time she has
11 been practicing law, she has practiced exclusively in the field of consumer protection litigation. She
12 has significant federal litigation experience, including litigation of over 250 federal cases and dozens
13 of complex class actions. She is licensed to practice law in Virginia and Washington, D.C. She has
14 been named a Super Lawyers' Rising Star in Virginia and Washington, D.C. for the past several years.
15 She has also taught and trained lawyers, including providing training about the FCRA and other
16 consumer protection statutes to legal aid organizations and the National Consumer Law Center and
17 National Association of Consumer Advocates. She has been approved as class counsel in numerous
18 class actions, including some of the cases listed above, as well as several others that she litigated
19 during her time at Consumer Litigation Associates. *See, e.g., Soutter v. Equifax Information Services,*
20 *LLC*, No. 3:10-cv-107 (E.D. Va.); *James v. Experian Information Solutions, Inc.*, No. 3:12-cv-908
21 (E.D. Va.); *Manuel v. Wells Fargo Nat'l Bank, N.A.*, No. 3:14-cv-00238 (E.D. Va.); *Milbourne v. JRK*
22 *Residential Am., LLC*, No. 3:12-cv-00861 (E.D. Va.); *Thomas v. FTS USA, LLC*, No. 3:13-cv-825-
23 REP (E.D. Va.).

24
25
26 13. Paisly Bender is also a lawyer at Kelly Guzzo, PLC. Her hourly rate is \$525.00. Prior
27 to joining the firm, she clerked for the Honorable Richard W. Pollack of the Hawaii Supreme Court
28

1 for two years. Paisly attended George Mason University School of Law where she served as the Senior
2 Research Editor for the *George Mason Law Review*. Following law school, Paisly was a Law Fellow
3 for the National Education Association's Office of General Counsel.

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

16
17
18 15. 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 16. My law firm takes on significant risks in contingent fee cases: the risk of time spent
21 researching and evaluating claims; the risk of not prevailing on a case; and time lost for unsuccessful
22 cases. Class actions are even riskier because they require more front-end work in addition to the risk
23 of nonpayment. However, my law firm is committed to identifying problems in the marketplace and
24 seeking redress for a class of consumers (where appropriate). We do this because it is important to
25 prevent future misconduct, to seek relief for those harmed by the conduct who are usually unaware of
26 their rights or unable to afford counsel, and to deter other actors from the same behavior.
27
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1 17. My firm has been involved in litigating the Great Plain, Plain Green, and MobiLoans
2 lending enterprise since 2017. As a result of our efforts, the Eastern District of Virginia approved four
3 groundbreaking class settlements against various Think Finance entities and others, which afforded
4 the following relief: (1) repaying over \$110 million in cash; and (2) forgiving more than \$750 million
5 of debt owed by consumers who took out loans with Plain Green, Great Plains, and MobiLoans. *See*
6 *generally Gibbs v. Plain Green, LLC*, Case No. 3:17-cv-495 (E.D. Va. Dec. 13, 2019) (ECF No. 141)
7 (granting final approval of the class settlement); *Gibbs v. TCV V, L.P.*, 3:19-cv-789 (E.D. Va. Mar. 29,
8 2021) (ECF No. 95) (granting final approval of the class settlement); *Gibbs v. Rees*, 3:20-cv-717 (E.D.
9 Va. Mar. 26, 2021) (ECF No. 68) (granting final approval of the class settlement); *see also* David
10 Rees, *Historic settlement sees online lenders wiping out \$380 million in debt. Virginians led the way*,
11 *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)
12 [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*,
13 No. 3:18-cv-676 (E.D. Va. Aug. 16, 2022) (ECF No. 346) (granting final approval of the class action
14 settlement).
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16

17 18. As I detailed in my declaration submitted with Plaintiffs' preliminary approval motion,
18 the settlement in this case reaches all of our litigation objectives—stopping CACI's collection efforts
19 and providing almost complete refunds to consumers—while avoiding the risks that this litigation
20 presented, including limited recovery potential.

21 19. To reach this outcome, my firm was actively involved in the litigation, including: (1)
22 the drafting and filing of the complaint; (2) discovery efforts, including written discovery, review of
23 CACi's document production, and significant meet-and-confer calls with CACi; (3) extensive
24 negotiation efforts, including several months of informal negotiations and then a formal private
25 mediation with retired Magistrate Judge Schneider. All of this work was necessary to achieve the
26 Settlement.
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1 20. The settlement provides meaningful relief for class members, including significant
2 monetary and injunctive relief, and I endorse the Settlement.

3 21. We billed our time for this case contemporaneously using our case management
4 software.

5 22. My office staff took the amount of time expended by each individual at our firm and
6 categorized it in the attached chart as best as practicable by categories. As shown in the attached
7 Exhibit A, Kelly Guzzo has billed a total of 189.9 hours for a total fee of \$99,097.50.

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

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

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

16 26. My law firm has also advanced \$634 in costs for pro hac vice fees.

17 27. I am familiar with the fees charged by other attorneys and approved by this Court for
18 class action litigation. I believe the rates of my law firm are consistent, if not low, compared with the
19 prevailing market rates in California and for national class action work.

20 28. I have no doubt that Class Counsel will spend a significant amount of additional time
21 between now and the Final Approval Hearing and even after final approval to help administer the
22 settlement.

23 29. Lastly, each of the Class Representatives was committed to litigating this case as a class
24 action and securing class wide relief for the consumers affected by CACi's conduct.

Exhibit A

*Meeks v. Consumer Adjustment Company, Inc.***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)	TOTAL
<u>Task</u>							
Correspondences and Administrative Work	0.00	0.00	0.00	0.00	0.00	0.90	
Preparation of Pleadings, including Complaint	0.00	42.70	0.00	3.80	0.00	2.70	
Discovery (includes meet and confer efforts, document review, analysis)	8.60	0.00	18.90	0.00	0.00	5.00	
Court Appearances	0.00	1.80	0.00	0.00	0.00	0.00	
Mediation (includes preparation of submission to mediator) and Settlement Negotiations	1.40	13.30	29.00	0.00	1.40	0.00	
Preparation of Settlement Documents, including Motion for Preliminary Approval	9.90	0.00	45.50	0.00	0.00	0.00	
Preparation of Motion for Attorney's Fees	1.50	0.00	3.50	0.00	0.00	0.00	
Total Hours	21.40	57.80	96.90	3.80	1.40	8.60	189.90
Hourly Rate	550.00	550.00	525.00	525.00	525.00	225.00	
Individual Total Lodestar	\$11,770.00	\$31,790.00	\$50,872.50	\$1,995.00	\$735.00	\$1,935.00	\$99,097.50
Class Counsel Total Lodestar	\$99,097.50						