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

IN RE WOODBRIDGE  
INVESTMENTS LITIGATION

Case No. 2:18-CV-00103-DMG (MRWx)

**PLAINTIFFS' NOTICE OF MOTION  
AND MOTION FOR ATTORNEYS'  
FEES, COSTS, AND SERVICE  
AWARDS; MEMORANDUM OF LAW  
IN SUPPORT THEREOF**

Date: December 17, 2021

Time: 10:00 a.m.

Courtroom: 8C, Eighth Floor

Judge: Honorable Dolly M. Gee

**PLAINTIFFS' MOTION FOR ATTORNEYS' FEES, COSTS, AND  
SERVICE AWARDS**

Case No. 2:18-CV-00103-DMG (MRWx)

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1 **MEMORANDUM OF POINTS AND AUTHORITIES**

2 **I. INTRODUCTION**

3 Class Counsel respectfully apply for (1) an award of attorneys’ fees equal to 25%  
4 of the \$54,200,000 class action settlement fund (\$13,550,000); (2) reimbursement of  
5 \$409,611 in litigation expenses; and (3) payment of \$15,000 for each of the individual  
6 class representatives and \$20,000 for the married class representatives. The settlement  
7 was reached after more than three-years of hard-fought litigation, provides substantial  
8 compensation for victims of the Woodbridge investment fraud through a common fund,  
9 and represents a significant portion of classwide damages. The 25% benchmark fee is  
10 presumptively reasonable and justified by the result achieved, the time invested, the  
11 contingent nature of representation, and the significant hurdles to a recovery in this case.  
12 A lodestar cross-check further confirms that the benchmark fee award is reasonable in  
13 this case. Class Counsel’s lodestar is \$8,833,463 and the requested fee represents a 1.5  
14 multiplier, well within the typical range of multipliers approved in the Ninth Circuit.

15 Class Counsel had no guarantee of success when they filed this case in early 2018.  
16 Comerica has denied any liability from the outset and has vigorously defended itself at  
17 every step. The same day this action was consolidated, on April 4, 2018, Comerica  
18 moved to enjoin Plaintiffs from prosecuting their claims in this case by filing an  
19 adversary action against them in the Delaware Bankruptcy Court. The parties agreed to  
20 stay this case pending further order of the Bankruptcy Court, and once the Woodbridge  
21 bankruptcy plan was confirmed, Class Counsel successfully moved the Bankruptcy  
22 Court to abstain from hearing the injunction proceeding, allowing proceedings in this  
23 Court to resume. When the stay was lifted, Comerica moved to dismiss all of Plaintiffs’  
24 claims, arguing that it lacked actual knowledge of Robert Shapiro’s wrongdoing and  
25 citing numerous cases where courts have dismissed or granted summary judgment on  
26 aiding and abetting cases against banks. The Court largely denied Comerica’s motion.  
27 When Plaintiffs moved to certify a nationwide class of Woodbridge investors, Comerica  
28 strenuously opposed class certification, arguing that a host of individualized issues

1 precluded a finding of predominance.

2 Class Counsel agreed to settle this contentious case only after gaining a thorough  
3 understanding of the strength and weaknesses of Plaintiffs' claims and Comerica's  
4 defenses through extensive discovery and the completion of the class certification  
5 briefing. Class Counsel and the Executive Committee firms reviewed approximately two  
6 million pages of Comerica and Woodbridge's documents. Comerica's document  
7 production was also the subject of disagreements and extensive negotiations and one  
8 motion to compel. The parties took 27 depositions, and each Plaintiff was deposed. The  
9 parties did not even begin mediation discussions until March 2021—more than three  
10 years after the case began. The parties attended two lengthy mediation sessions before  
11 retired federal Judge W. Royal Furgeson without an agreement before accepting his  
12 mediator's proposal.

13 The Court should approve the fee request, reimburse Class Counsel for their costs,  
14 and grant the requested service awards for the named Plaintiffs.

15 **II. PROSECUTION AND SETTLEMENT OF THE ACTION**

16 **A. The Settlement Terms.**

17 Comerica will pay \$54.2 million to resolve this class action and \$300,000 to  
18 resolve the Liquidation Trust's related action against Comerica pending in the Delaware  
19 Bankruptcy Court. Girard Decl., ¶¶ 2, 37. Notice and administrative expenses estimated  
20 at \$25,000 will be deducted from the settlement and paid to the Trust, and any service  
21 awards to class representatives will be deducted from the settlement. In addition,  
22 attorneys' fees and expense reimbursements will be paid to Plaintiffs' Class Counsel  
23 subject to the Court's approval. Girard Decl., ¶¶ 47, 62-63. The balance of the fund will  
24 be applied to pay claims of class members.

25 Plaintiffs believe that the total \$54.2 million recovery in the class action is a  
26 favorable result as it represents at least 10% of best-case scenario damages assuming  
27 that the Court granted class certification on a nationwide basis, Plaintiffs prevailed in  
28

1 full on their claims for the entire class period, the jury awarded damages on an aggregate  
2 basis, and the Ninth Circuit affirmed. Girard Decl., ¶ 39.

3 **B. The Work Necessary to Achieve the Settlement.**

4 This consolidated action began on January 4, 2018, when Plaintiff Jay Beynon  
5 brought the first of a series of lawsuits against Comerica for allegedly aiding and abetting  
6 the Woodbridge scheme. *See In re Woodbridge Invs. Litig.*, No. 18-cv-00103-DMG-  
7 MRW (C.D.Cal. Jan. 4, 2018) [Doc. # 1]. Firms on the Executive Committee  
8 subsequently filed several other related cases against Comerica. Girard Decl., ¶¶ 6, 9. On  
9 April 4, 2018, the Court consolidated the related matters and appointed Girard Sharp LLP  
10 as interim lead class counsel. Since being appointed as Interim Lead Counsel on April 4,  
11 2018, Class Counsel have devoted thousands of hours on an entirely contingent basis to  
12 bring this case to a successful resolution.

13 **1. Bankruptcy Proceedings in the District of Delaware.**

14 In April 2018, Comerica brought an Adversary Proceeding against the named  
15 Plaintiffs in the U.S. Bankruptcy Court for the District of Delaware seeking to enjoin  
16 them from prosecuting their claims in this case. *See Compl. No. 18-50382-BLS* (Bankr.  
17 D. Del. Apr. 4, 2018) (“Adversary Proceeding”) [Doc. #1]. After a hearing before the  
18 bankruptcy judge, the parties negotiated an agreement to stay the Adversary Proceeding  
19 and this action pending confirmation of the Bankruptcy plan, which the Court granted on  
20 June 18. [Docs. #51, 52]. The parties also negotiated an agreement whereby Plaintiffs’  
21 counsel would receive documents produced by Woodbridge and Comerica pursuant to  
22 the Rule 2004 examination in the Bankruptcy proceedings during the stay. [Doc. # 45];  
23 Girard Decl. ¶ 10.

24  
25 On October 26, 2018, the Bankruptcy Court confirmed the bankruptcy plan  
26 providing for, among other things, the formation of the Woodbridge Liquidation Trust  
27 and, on August 15, 2019, granted Plaintiffs’ motion that it abstain from hearing the  
28

1 Adversary Proceeding so the class action could proceed. Adversary Proceeding [Doc. #  
2 36]. This Court then lifted the stay of the proceedings on August 22, 2019. [Doc. # 81].

3 **C. Motion Practice in this Case.**

4 On November 1, 2019, Comerica moved to dismiss the Consolidated Class Action  
5 Complaint and Plaintiffs opposed. [Doc. ## 110, 120, 121]. On August 5, 2020, the Court  
6 granted in part and denied in part Comerica’s motion to dismiss. *In re Woodbridge Invs.*  
7 *Litig.*, No. CV 18-103-DMG (MRWx), 2020 WL 4529739, at \*1 (C.D. Cal. Aug. 5,  
8 2020). The Court declined to dismiss Plaintiffs’ aiding and abetting claims, concluding  
9 that Plaintiffs had sufficiently alleged Comerica’s actual knowledge of Shapiro’s  
10 wrongdoing. The Court also declined to dismiss Plaintiffs’ UCL claim but granted the  
11 motion with respect to Plaintiffs’ negligence claim with leave to amend. *Id.* at \*7-8.  
12 Plaintiffs then filed their First Amended Complaint on August 26, 2020, and Comerica  
13 answered on September 16. [Doc. ## 150, 155].

14 On April 16, 2021, Plaintiffs filed their Motion for Class Certification seeking to  
15 certify a nationwide class under California law with respect to their claims for aiding and  
16 abetting fraud and aiding and abetting breaches of fiduciary duty. [Doc. # 168.] Comerica  
17 filed its opposition on May 14 along with a declaration from its expert, Professor  
18 Christopher James. [Doc. # 177]. On June 11, Plaintiffs filed their reply in support of  
19 their motion for class certification and also moved to strike the James declaration. [Doc.  
20 ## 182, 184]. On June 18, Comerica filed its opposition to the motion to strike. [Doc. #  
21 185].

22 **D. Fact and Expert Discovery.**

23 The parties engaged in extensive discovery. Plaintiffs propounded, and Comerica  
24 responded to, four sets of requests for documents, one set of interrogatories, and one set  
25 of requests for admission. Girard Decl., ¶¶ 17, 22. Comerica produced over 13,000  
26 documents comprising over 1,200,000 pages relating to its compliance policies and  
27 procedures, its fraud monitoring protocols, and information specific to the Woodbridge  
28 accounts, including account statements, wire transfer statements, and copies of checks.

1 Girard Decl., ¶ 22. Plaintiffs deposed 17 of Comerica’s witnesses, including the Studio  
2 City Assistant Branch Manager during the relevant time period, Comerica’s current and  
3 former Anti-Money Laundering (“AML”) Investigations Manager, three AML Team  
4 Leads, several AML Investigators, and personnel from Comerica’s subpoena processing  
5 department. Girard Decl., ¶ 28. After Comerica filed its opposition to class certification,  
6 Plaintiffs also deposed Comerica’s expert, Professor Christopher James. *Id.*

7 Comerica’s document productions and written discovery responses were the  
8 subject of several disputes among the parties. These disagreements required frequent  
9 negotiations and resulted in one motion to compel. [Doc. # 128]. In late July 2020, the  
10 parties briefed and appeared before Magistrate Judge Wilner in connection with a  
11 discovery dispute concerning Comerica’s document production and Comerica’s privilege  
12 assertions under the Bank Secrecy Act. [Doc. ## 128, 130, 133, 140, 141, 143, 147].

13 Comerica also served written discovery on Plaintiffs, including contention  
14 interrogatories, and Plaintiffs produced responsive documents. Girard Decl., ¶ 26. Each  
15 Plaintiff also appeared for a deposition. Girard Decl., ¶¶ 28, 69. In addition, Class  
16 Counsel represented the Trustee at his deposition. Girard Decl., ¶ 28.

17 **E. The Settlement Negotiations.**

18 The parties began discussing mediation in March 2021 pursuant to the Court’s  
19 ADR order. [Doc. # 165]. The parties retained Judge Royal Furgeson (Ret.) as a mediator  
20 and served confidential mediation briefs on May 19 and mediated with Judge Furgeson  
21 on May 25 and again on June 15. Girard Decl., ¶¶ 31-32. Michael I. Goldberg, the  
22 Liquidation Trustee attended these mediations along with the Trust’s experienced Los  
23 Angeles-based bankruptcy counsel. The parties accepted Judge Furgeson’s mediator’s  
24 proposal only after two sessions failed to produce agreement.

25 The parties then informed the Court’s deputy clerk of the agreement in principle on  
26 June 20, 2021, and on June 22, 2021 the Court approved a stipulation suspending all  
27 pending case deadlines and directing Plaintiffs to move for preliminary approval by  
28 August 6. [Doc. # 187]. The parties then negotiated the Settlement Agreement and related

1 documentation. Girard Decl., ¶ 35. Plaintiffs moved for preliminary approval on August  
2 6. [Doc. # 191]. The Court held a hearing on September 3 and entered an order granting  
3 preliminary approval. [Doc # 192].

4 **III. ARGUMENT**

5 Class Counsel request an award of \$13,550,000 in attorneys’ fees (25% of the  
6 \$54,200,000 class action settlement fund), reimbursement of \$409,611 in litigation  
7 expenses advanced by Class Counsel, and payment of a service award of \$15,000 for  
8 each individual Settlement Class Representative and \$20,000 for the married Settlement  
9 Class Representatives. As detailed below, the fee request is reasonable when considering  
10 the hard-fought nature of the case, the substantial recovery for the Class, the time  
11 invested and contingent nature of representation, and the significant risk that Plaintiffs  
12 would not recover anything from Comerica.

13 **A. Class Counsel Should be Awarded Fees From the Common Fund.**

14 Rule 23(h) of the Federal Rules of Civil Procedure “states that ‘the court may  
15 award reasonable attorney’s fees and nontaxable costs that are authorized by law or by  
16 the parties’ agreement.’” *Clark v. Advanceme, Inc.*, No. CV 08-3540-VBF(FFMx), 2011  
17 WL 13180308, at \*4 (C.D. Cal. Mar. 28, 2011). Where counsel has created benefits or a  
18 common fund for a class, they are entitled to seek an award of fair and reasonable  
19 attorneys’ fees for their services. *See Boeing Co. v. Van Gemert*, 444 U.S. 472, 478  
20 (1980) (“[A] lawyer who recovers a common fund for the benefit of persons other than  
21 himself or his client is entitled to a reasonable attorney’s fee from the fund as a whole.”);  
22 *Staton v. Boeing Co.*, 327 F. 3d 938, 267 (9th Cir. 2003) (“[T]he common fund doctrine  
23 ensures that each member of the winning party contributes proportionately to the  
24 payment of attorney’s fees.”). Both federal and California courts recognize that the  
25 “common fund doctrine” is rooted in the equitable notion that those who benefit from  
26 the creation of the fund should share the wealth with the lawyers whose skill and efforts  
27 helped create it. *In re Wash. Pub. Power Supply Sys. Litig. (WPPS)*, 19 F.3d 1291, 1300  
28 (9th Cir. 1994); *see Laffitte v. Robert Half Internat. Inc.*, 1 Cal. 5th 480, 488 (2016)



1 (“California has long recognized . . . the propriety of awarding an attorney fee to a party  
2 who has recovered or preserved a monetary fund for the benefit of himself or herself and  
3 others. In awarding a fee from the fund or from the other benefited parties, the trial court  
4 acts within its equitable power to prevent the other parties’ unjust enrichment.”).

5 **B. The Court Should Apply the Percentage Method.**

6 “Courts in this circuit determine attorney’s fees in class actions using either the  
7 lodestar method or the percentage-of-recovery method.” *In re Hyundai and Kia Fuel*  
8 *Econ. Litig.*, 926 F.3d 539, 570 (9th Cir. 2019) (*en banc*); *Vizcaino v. Microsoft Corp.*,  
9 290 F.3d 1043, 1047 (9th Cir. 2002); *Gergetz v. Telenav, Inc.*, No. 16-cv-04261-BLF,  
10 2018 WL 4691169, at \*6-7 (N.D. Cal. Sept. 27, 2018). “The object in awarding a  
11 reasonable attorney’s fee . . . is to give the lawyer what he would have gotten in the way  
12 of a fee in an arm’s length negotiation, had one been feasible.” *In re Am. Apparel, Inc.*  
13 *S’holder Litig.*, No. CV10-06352-MMM-JCGx, 2014 WL 10212865, at \*20 (C.D. Cal.  
14 July 28, 2014) (citation omitted) (alteration in original). The Ninth Circuit has therefore  
15 made clear that in considering the appropriate fee award, a court must guard equally  
16 against unreasonably low and high fee awards. *See Paul, Johnson, Alston & Hunt v.*  
17 *Grauly*, 886 F.2d 268, 271-72 (9th Cir. 1989) (district court abused its discretion in  
18 awarding fee under the percentage method that was “too low and therefore an  
19 unreasonable award”).

20 As this Court has recognized, most courts use the percentage method in awarding  
21 attorneys’ fees in common fund cases. *Aichele v. City of Los Angeles*, No. CV12-10863-  
22 DMG-FFMx, 2015 WL 5286028, at \*5 (C.D. Cal. Sept. 9, 2015) (Gee, J.) This is  
23 because “[t]here are significant benefits to the percentage approach, including  
24 consistency with contingency fee calculations in the private market, aligning the  
25 lawyers’ interests with achieving the highest award for the class members, and reducing  
26 the burden on the courts that a complex lodestar calculation requires.” *Vinh Nguyen v.*  
27 *Radiant Pharms. Corp.*, No. SACV 11-00406 DOC, 2014 WL 1802293, at \*9 (C.D. Cal.  
28 May 6, 2014). “Indeed, the percentage-of-the-fund method in common fund cases is

1 *preferred* when counsel’s efforts have created a common fund for the benefit of the  
2 class.” *In re Capacitors Antitrust Litig.*, No. 3:14-CV-03264-JD, 2018 WL 4790575, at  
3 \*2 (N.D. Cal. Sept. 21, 2018) (emphasis in original); *see In re Korean Air Lines Co., Ltd.*  
4 *Antitrust Litig.*, No. CV 07-05107 SJO AGRx, 2013 WL 7985367, at \*1 (C.D. Cal. Dec.  
5 23, 2013) (“The use of the percentage-of-the-fund method in common-fund cases is the  
6 prevailing practice in the Ninth Circuit for awarding attorneys’ fees. . . .”).

7 This is an all-cash settlement providing for a fixed common fund of \$54,200,000,  
8 so the benefit to the class is easily quantifiable. This strongly weighs in favor of  
9 determining attorneys’ fees using the percentage of fund method. *See Destefano v.*  
10 *Zynga, Inc.*, No. 12-cv-04007-JSC, 2016 WL 537946, at \*17 (N.D. Cal. Feb. 11, 2016);  
11 *see also Bellinghausen v. Tractor Supply Co.*, 306 F.R.D. 245, 260 (N.D. Cal.  
12 2015) (“Because this case involves a common settlement fund with an easily quantifiable  
13 benefit to the class, the Court will primarily determine attorneys’ fees using the  
14 benchmark method but will incorporate a lodestar cross-check to ensure the  
15 reasonableness of the award.”).

16 **C. Class Counsel’s Fee Request is Reasonable as a Percentage of Recovery.**

17 Class Counsel request attorneys’ fees of 25% of the \$54,200,000 class action  
18 settlement fund or \$13,550,000. The requested fee amount is within “the usual range” of  
19 “20-30%” in common fund cases. *Vizcaino*, 290 F.3d at 1047. The Ninth Circuit has held  
20 that “[t]wenty-five percent is the ‘benchmark’ that district courts should award in  
21 common fund cases.” *In re Pac. Enterprises Sec. Litig.*, 47 F.3d 373, 379 (9th Cir. 1995);  
22 *see, e.g., Craft v. Cty. of San Bernardino*, 624 F. Supp. 2d 1113, 1123 (C.D. Cal. 2008);  
23 *Good Morning to You Prods. Corp. v. Warner/Chappell Music, Inc.*, No. CV134460-  
24 GHK-MRWx, 2016 WL 6156076, at \*2 (C.D. Cal. Aug. 16, 2016). The requested fee is  
25 therefore “presumptively reasonable.” *Covillo v. Specialtys Cafe*, No. C-11-00594 DMR,  
26 2014 WL 954516, at \*6 (N.D. Cal. Mar. 6, 2014); *see also Ahmed v. HSBC Bank USA*,  
27 No. EDCV15-2057-FMO-SPx, 2019 WL 13027266, at \*6 (C.D. Cal. Dec. 30, 2019)

1 (noting that “in most common fund cases, the award exceeds [the] benchmark”)  
2 (quotation marks and citation omitted).

3 In determining the reasonableness of a fee award, courts consider “(1) the results  
4 achieved; (2) the risk of litigation; (3) the skill required and the quality of work; (4) the  
5 contingent nature of the fee and the financial burden carried by the plaintiffs; and (5)  
6 awards made in similar cases.” *Hightower v. JPMorgan Chase Bank, N.A.*, No. CV11-  
7 1802-PSG- PLAx, 2015 WL 9664959, at \*10 (C.D. Cal. Aug. 4, 2015) (citations  
8 omitted); see *In re Am. Apparel, Inc. S’holder Litig.*, No. CV1006352MMM-JCGx, 2014  
9 WL 10212865, at \*21 (C.D. Cal. July 28, 2014) (same). Each of these factors confirm  
10 that the requested fee is reasonable.

11 **1. Class Counsel Achieved an Excellent Result for the Class.**

12 The proposed Settlement represents a substantial recovery for victims of the  
13 Woodbridge fraud in light of the significant obstacles to establishing Comerica’s liability  
14 for aiding and abetting. As another court in this district has explained, prevailing on  
15 aiding and abetting claims presents substantial hurdles because the plaintiff must  
16 demonstrate both that the defendant had actual knowledge of the underlying fraud and  
17 that it was also the cause of their injuries. See *Jenson, v. First Tr. Corp.*, No. CV 05-3124  
18 ABC (CTX), 2008 WL 11338161, at \*5 (C.D. Cal. June 9, 2008). And as the *Jenson*  
19 court noted, in *In re First Alliance Mortgage Company*, 471 F.3d 977, 998–1003 (9th Cir.  
20 2006), although the jury found the defendant liable for aiding and abetting fraud, it only  
21 awarded the plaintiffs 10% of actual damages. Thus the \$54.2 million settlement fund—  
22 amounting to at least 10% of Woodbridge investors’ losses—should be considered an  
23 “excellent result” for the Class that weighs in favor of the requested fee. *Jenson*, 2008  
24 WL 11338161, at \*12 (concluding that a recovery of 9.3% of the class losses supported  
25 the requested fee); cf. *Cheng Jiangchen v. Rentech, Inc.*, No. CV 17-1490-GW(FFMx),  
26 2019 WL 5173771, at \*9 (C.D. Cal. Oct. 10, 2019) (\$2.05 million settlement representing  
27 10% of estimated damages was “a favorable outcome”).  
28

1 The recovery in this also meets or exceeds the recoveries in other class settlements  
2 that have been approved as adequate. *See, e.g., In re Biolase, Inc. Sec. Litig.*, 2015 WL  
3 12720318, at \*4 (C.D. Cal. Oct. 13, 2015) (granting final approval and noting that a  
4 settlement providing investors 8% of their maximum recoverable damage “equals or  
5 surpasses the recovery in many other securities class actions.”); *In re Omnivision*  
6 *Techs., Inc.*, 559 F. Supp. 2d 1036, 1042 (N.D. Cal. 2008) (granting final approval of  
7 settlement in which class received payments in excess of 6% of potential damages); *see*  
8 *also Linney v. Cellular Alaska P’ship*, 151 F.3d 1234, 1242 (9th Cir. 1998) (settlement  
9 amounting to a fraction of the potential recovery was reasonable in light of the risks of  
10 going to trial).

11 The “results achieved” factor therefore weighs in favor of the requested fee.

12 **2. This Litigation Presented Substantial Risks.**

13 “The risk that further litigation might result in plaintiffs not recovering at all,  
14 particularly a case involving complicated legal issues, is a significant factor in the award  
15 of fees.” *In re Omnivision Techs.*, 559 F. Supp. 2d at 1047. The fee request is reasonable  
16 because, far from reaching an early settlement, “this case was subjected to extensive and  
17 serious litigation, discovery, and motion practice.” *Dakota Med., Inc. v. RehabCare Grp.,*  
18 *Inc.*, No. 114CV02081-DAD-BAM, 2017 WL 4180497, at \*8 (E.D. Cal. Sept. 21, 2017).  
19 Comerica sought to enjoin Plaintiffs from prosecuting their claims in this case, moved to  
20 dismiss all of their claims, and filed a lengthy opposition to class certification.  
21 Comerica’s “vigorous defense” in this case “weighs in favor of finding the award  
22 requested to be reasonable.” *Bentley v. United of Omaha Life Ins. Co.*, No. CV157870-  
23 DMG-AJWx, 2020 WL 3978090 (C.D. Cal. Mar. 13, 2020) (Gee, J.)

24 A recovery of any amount was far from assured in this case. Comerica maintained  
25 from the beginning that it had no knowledge of Shapiro’s wrongdoing and consequently  
26 cannot be held liable for aiding and abetting. Few Class members dealt directly with  
27 Comerica, and Comerica’s routine email deletion policies and the Bank Secrecy Act of  
28 1970, 31 U.S.C. § 5318 and 12 C.F.R. § 2.11(k) meant that critical communications and

1 internal analyses were unavailable to Plaintiffs’ counsel. And as Comerica pointed out in  
2 its motion to dismiss, some courts have applied a heightened standard of actual  
3 knowledge. *See, e.g., Lerner v. Fleet Bank, N.A.*, 459 F.3d 273, 290 (2d Cir. 2006)  
4 (requiring “strong inference” of actual knowledge); *Rosner v. Bank of China*, No. 06 CV  
5 13562, 2008 WL 5416380, at \*4 (S.D.N.Y. Dec. 18, 2008) (same). In similar aiding and  
6 abetting cases, courts have dismissed claims against financial institutions whose banking  
7 processes and accounts were used to commit fraud. *See, e.g., Chance World Trading E.C.*  
8 *v. Heritage Bank of Commerce*, 438 F. Supp. 2d 1081, 1086 (N.D. Cal. 2005) (rejecting  
9 allegations of “atypical banking procedures” as insufficient for actual knowledge), *aff’d*,  
10 263 F. Appx. 630 (9th Cir. 2008); *Lamm v. State St. Bank & Tr.*, 749 F.3d 938, 950 (11th  
11 Cir. 2014) (disregarding “red flags” insufficient); *Heinert v. Bank of Am., N.A.*, 2019 WL  
12 5287950, at \*3 (W.D.N.Y. Oct. 18, 2019) (holding that “a bank’s negligent failure to  
13 identify warning signs of fraudulent activity, such as atypical transactions—even where  
14 such signs converge to form a veritable ‘forest of red flags’—is insufficient to impute  
15 actual knowledge”); *Freeman v. JP Morgan Chase Bank, N.A.*, 137 F. Supp. 3d 1284,  
16 1298-99 (M.D. Fla. 2015) (because the bank did not conceal its customer’s fraud, it could  
17 not have substantially assisted the fraud); *Daccache v. Quiros*, No. 16-21575-CIV, 2018  
18 WL 2248409, at \*12 (S.D. Fla. May 15, 2018) (similar); *de Abreu v. Bank of Am. Corp.*,  
19 812 F. Supp. 2d 316, 327-31 (S.D.N.Y. 2011) (dismissing aiding and abetting claims  
20 against Bank of America at summary judgment based on insufficient evidence of  
21 knowledge of fraud). And even though Plaintiffs’ aiding and abetting claims survived a  
22 motion to dismiss, a jury might conclude that “red flags” and other indicia of knowledge  
23 were insufficient, and Comerica did not obtain “actual knowledge” of the fraud, thereby  
24 precluding any class-wide recovery. *See Jenson*, 2008 WL 11338161, at \*12.

25 In addition to its argument that it lacked actual knowledge, Comerica argued that  
26 Plaintiffs could not establish that its acts and omissions were a substantial factor in  
27 causing their losses and some courts have granted summary judgment on such grounds.  
28 *See, e.g., Giron v. Hong Kong*, 2017 WL 5495504, at \*12 (C.D. Cal. Nov. 15, 2017)

1 (granting summary judgment in favor of bank on aiding and abetting claims because  
2 Plaintiffs failed to present sufficient evidence of causation). Comerica also presented an  
3 expert, Professor James, who opined that Plaintiffs had not presented evidence of  
4 causation.

5 In addition to liability issues, Plaintiffs also faced difficult obstacles in certifying a  
6 nationwide class under California’s choice of law rules. *See Spann v. J.C. Penney Corp.*,  
7 211 F. Supp. 3d 1244, 1264 (C.D. Cal. 2016) (noting that complexity of the case was  
8 reflected in the defendants’ dispositive motions and the plaintiffs’ motion for class  
9 certification); *Craft*, 624 F. Supp. 2d at 1119 (recognizing that risk of obtaining class  
10 certification presented a substantial risk of non-payment). Although Woodbridge  
11 investors are located across the country, many courts have declined to certify nationwide  
12 classes. *See, e.g., Holt v. Globalinx Pet LLC*, 2014 WL 347016, at \*7 (C.D. Cal. Jan. 30,  
13 2014) (citing *Mazza v. Am. Honda Motor Co., Inc.*, 666 F.3d 581 (9th Cir. 2012));  
14 *Gustafson v. BAC Home Loans Servicing, LP*, 294 F.R.D. 529, 540 (C.D. Cal. 2013)  
15 (same); *see also Julian v. TTE Tech., Inc.*, No. 20-CV-02857-EMC, 2020 WL 6743912,  
16 at \*10 (N.D. Cal. Nov. 17, 2020) (striking nationwide class allegations). Comerica also  
17 argued in its opposition to class certification that the statute of limitations bars the claims  
18 of earlier Woodbridge investors. Class certification therefore presented a real risk that the  
19 Class would be significantly narrowed.

20 Comerica’s steadfast denial of liability and vigorous defense throughout the case  
21 demonstrates that “[w]ithout a settlement, Named Plaintiffs would also have faced risks  
22 at the summary judgment stage, at trial, and potentially on appeal.” *In re Apple Inc.*  
23 *Device Performance Litig.*, No. 5:18-MD-02827-EJD, 2021 WL 1022866, at \*4 (N.D.  
24 Cal. Mar. 17, 2021) (concluding that risks of litigation favored fee request).

25 **3. The Contingent Nature of Representation Also Supports the Fee.**

26 Class Counsel litigated this case on a contingent basis for more than three years.  
27 This case presented considerable risk from the outset and “[i]n taking this case, Class  
28 Counsel ran the risk of incurring significant expenses through protracted litigation against

1 experienced litigators and not being compensated at all.” *Moore v. Verizon Commc ’ns*  
2 *Inc.*, No. C 09-1823 SBA, 2014 WL 588035, at \*7 (N.D. Cal. Feb. 14, 2014). The  
3 contingent nature of representation therefore provides additional support for the fee  
4 request. *See Raziano v. Albertson’s LLC*, No. LACV190-04373-JAK-ASx, 2021 WL  
5 3473575, at \*15 (C.D. Cal. Feb. 8, 2021) (“Plaintiffs’ counsel worked on a contingency  
6 fee basis with no assurance of any compensation. During this time, counsel devoted  
7 significant time to the matter. This provides further support for the fee award.”) (citation  
8 omitted).

9 **4. The Quality of Class Counsel’s Representation Supports the Fee.**

10 “The prosecution and management of a complex . . . class action requires unique  
11 legal skills and abilities.” *Spann*, 211 F. Supp. 3d at 1263 (internal quotation marks and  
12 citation omitted). Class Counsel are highly experienced in prosecuting complex class  
13 actions. *See Girard Decl.*, ¶¶ 51, 60; *see also In re Heritage Bond Litig.*, No. 02-ML-1475  
14 DT, 2005 WL 1594403, at \*20 (C.D. Cal. June 10, 2005) (“The experience of Class  
15 Counsel also justifies the fee award requested.”). The quality of Class Counsel’s  
16 representation and their experience is reflected in the results of obtained and the work  
17 Class Counsel performed in this case. Class Counsel obtained access to Woodbridge  
18 internal records, public source information, and confidential witnesses, providing the  
19 detailed information needed to prepare a complaint that withstood Comerica’s motion to  
20 dismiss. *See Adoma v. Univ. of Phoenix, Inc.*, 913 F. Supp. 2d 964, 982 (E.D. Cal. 2012)  
21 (the fact that the case was “heavily-litigated” demonstrated counsel’s quality of  
22 representation).

23 Class Counsel demonstrated their commitment to seeing this case to a successful  
24 resolution, devoting thousands of hours, reviewing hundreds of thousands of pages of  
25 documents, deposing dozens of Comerica’s witnesses, defending Plaintiffs’ depositions,  
26 and attending multiple mediation sessions. *See Marshall v. Northrop Grumman Corp.*,  
27 No. 16-CV-6794 AB (JCx), 2020 WL 5668935, at \*3 (C.D. Cal. Sept. 18, 2020)  
28

1 (commitment of thousands of hours over several years, review of hundreds of thousands  
2 of documents, and taking and defending 20 depositions supported fee award); *Dawson v.*  
3 *Hitco Carbon Composites, Inc.*, No. CV16-07337-PSG-FFMx, 2019 WL 7842550, at \*7  
4 (C.D. Cal. Nov. 25, 2019) (“substantial motion practice, discovery, and mediation work”  
5 supported fee request).

6 In addition, “the quality of opposing counsel is important in evaluating the quality  
7 of Plaintiff’s counsel’s work.” *In re Heritage Bond*, 2005 WL 1594403, at \*20; *see In re*  
8 *American Apparel*, 2014 WL 10212865, at \*22 (noting that the defendant was  
9 represented by “well-respected firms” with significant experience defending against class  
10 actions). Comerica is a large national bank represented by experienced counsel who  
11 mounted a vigorous defense throughout the case. *See In re Apple*, 2021 WL 1022866, at  
12 \*6 (noting that “Class Counsel faced a company with significant financial and legal  
13 resources.”). That Class Counsel “crafted a legal argument that ultimately induced  
14 defendant to settle the case” demonstrates the quality of Class Counsel’s representation  
15 and therefore weighs in favor of the requested fee. *Fernandez v. Victoria Secret Stores,*  
16 *LLC*, No. CV 06-04149 MMM-SHx, 2008 WL 8150856, at \*13 (C.D. Cal. July 21,  
17 2008).

18 **5. The Fee Request is Within the Range of Awards in Similar Cases.**

19 Class Counsel’s fee award is also comparable to awards in other cases involving  
20 financial fraud and aiding and abetting claims. *See, e.g., Jenson*, 2008 WL 11338161, at  
21 \*11-16 (awarding 33% of settlement fund); *Joint Equity Comm. of Invs. of Real Est.*  
22 *Partners, Inc. v. Coldwell Banker Real Est. Corp.*, No. SACV-10-401 AG (MLGx) (C.D.  
23 Cal. 2012), [Doc. # No. 213] (awarding 35% of settlement to counsel representing  
24 investors who lost money in fraudulent real estate securities scheme); *Bostick v.*  
25 *Herbalife Int’l of Am., Inc.*, No. CV 13-2488 BRO (SHx), 2015 WL 12731932, at \*32  
26 (C.D. Cal. May 14, 2015) (awarding 28% of \$17.5 million settlement fund in pyramid  
27 scheme case); *Jordan v. Paul Fin., LLC*, No. C 07-04496 SI, 2013 WL 6086037, at \*2  
28



1 (N.D. Cal. Nov. 19, 2013) (awarding 25% of \$1.75 million settlement in case involving  
2 aiding and abetting claims).

3 This factor also supports the requested fee.

4 **D. A Lodestar Cross-Check Confirms That the Fee Request is Reasonable.**

5 Although not required, a lodestar cross-check provides further confirmation that  
6 Class Counsel’s fee request is reasonable. *See Galarza v. Kloeckner Metals Corp.*, No.  
7 CV17-4910-FMO-PJWx, 2019 WL 12872965, at \*6 (C.D. Cal. Nov. 12, 2019) (noting  
8 that a lodestar cross-check is not required). The lodestar is calculated by multiplying the  
9 number of hours reasonably expended by a reasonable hourly rate. *Zubia v. Shamrock*  
10 *Foods Co.*, No. CV16-03128-ABA-GRx, 2017 WL 10541431, at \*18 (C.D. Cal. Dec. 21,  
11 2017). “[T]he lodestar ‘cross-check’ need not be as exhaustive as a pure lodestar  
12 calculation” because it only “serves as a point of comparison by which to assess the  
13 reasonableness of a percentage award.” *Id.* at \*19 (citation omitted).

14 The fee request represents a modest multiplier of 1.5 on Class Counsel’s lodestar  
15 of \$8,833,463 which falls well within the standard range and further confirms that the  
16 request is reasonable. *See Vizcaino*, 290 F.3d at 1051 (approving as reasonable a  
17 multiplier of 3.65, citing cases approving multipliers in common fund cases of as high as  
18 19.6, and noting that most multipliers are between 1 and 4); *Moreno v. Pretium*  
19 *Packaging, L.L.C.*, No. 8:19-CV-02500-SB-DFM, 2021 WL 3673845, at \*3 (C.D. Cal.  
20 Aug. 6, 2021) (2.57 multiplier was “reasonable in light of the contingent nature of  
21 recovery, the complexity of the issues, and the result obtained”); *see, e.g., Smith v.*  
22 *Experian Info. Sols., Inc.*, No. SACV17-00629-CJC, 2020 WL 6689209, at \*6 (C.D. Cal.  
23 Nov. 9, 2020) (approving 3.8 multiplier); *Lusnak v. Bank of Am., N.A.*, No. CV-14-1855-  
24 GW (C.D. Cal.), Dkt. 119, 130 (3.96 multiplier); *Thompson v. Transam. Life Ins. Co.*,  
25 No. 2:18-CV-05422-CAS, 2020 WL 6145104, at \*4 (C.D. Cal. Sept. 16, 2020) (4.2  
26 multiplier).

27 **1. Class Counsel’s Hourly Rates Are Reasonable.**

28 When performing a lodestar cross-check, the Court “determine[s] a reasonable

1 hourly rate to use for attorneys and paralegals in computing the lodestar amount. The  
2 prevailing market rates in the relevant community set the reasonable hourly rate for  
3 purposes of computing the lodestar amount.” *Gonzalez v. City of Maywood*, 729 F.3d  
4 1196, 1205 (9th Cir. 2013) (internal quotation marks and citation omitted); *see Blum v.*  
5 *Stenson*, 465 U.S. 886, 895-96 n.11 (1984) (courts consider whether rates are “in line with  
6 those prevailing in the community for similar services by lawyers of reasonably  
7 comparable skill, experience and reputation”); *Chalmers v. City of Los Angeles*, 796 F.2d  
8 1205, 1210-11 (9th Cir. 1986). Generally, “the relevant community is the forum in which  
9 the district court sits,” *Gonzalez*, 729 F.3d at 1205 (citation omitted), and because counsel  
10 should be compensated for the delay in payment, it is appropriate to apply each biller’s  
11 current rates for all hours. *See In re Wash. Pub. Power Supply Sys.*, 19 F.3d at 1305;  
12 *Fischel v. Equitable Life Assur. Soc’y of U.S.*, 307 F.3d 997, 1010 (9th Cir. 2002).

13 The declarations submitted herewith detail the billing rates of Class Counsel, the  
14 Executive Committee firms, and the Liquidation Trust’s counsel that were used to  
15 calculate their respective lodestars. Such “[d]eclarations regarding the prevailing market  
16 rate in the relevant community suffice to establish a reasonable hourly rate.” *In re Toys*  
17 *“R” Us-Del., Inc. Fair & Accurate Credit Transactions Act (FACTA) Litig.*, 295 F.R.D.  
18 438, 461 (C.D. Cal. 2014) (citing *Widrig v. Apfel*, 140 F.3d 1207, 1209 (9th Cir.1998);  
19 *Guam Soc’y of Obstetricians & Gynecologists v. Ada*, 100 F.3d 691, 696 (9th Cir. 1996)).

20 The customary rates, used in calculating the lodestar, are in line with the prevailing  
21 rates in this District. *See, e.g., Marshall*, 2020 WL 5668935, at \*7 (approving rates of  
22 between \$490 and \$1,060 per hour for attorneys); *Alikhan v. Goodrich Corp.*, No. CV17-  
23 6756J-GB-RAOx, 2020 WL 4919382, at \*8 (C.D. Cal. June 25, 2020) (approving rates of  
24 up to \$950 an hour); *Edwards v. First Am. Corp.*, No. CV 07-03796 SJO (FFMx), 2016  
25 WL 8999934, at \*5 (C.D. Cal. Oct. 4, 2016) (rates of up to \$990 were reasonable).  
26 Moreover, federal district courts have approved these rates in numerous other cases.  
27 Girard Decl., ¶¶ 54, 60.

1                   **2. The Amount of Time Class Counsel Devoted is Reasonable.**

2           Class Counsel and the Executive Committee firms and their professional staffs have  
3 dedicated a total of approximately 15,500 hours to this litigation. Girard Decl., ¶ 61.  
4 These hours were reasonably spent on tasks performed for the benefit of the Class  
5 especially when taking into consideration the duration of the case, that the case was  
6 actively litigated, and that Class Counsel had to defend against Comerica’s efforts to stay  
7 this case in the Delaware Bankruptcy Court.

8           Although “some amount of duplicative work is ‘inherent in the process of litigating  
9 over time,’” Class Counsel carefully avoided duplicating work and other inefficiencies.  
10 *Stetson v. Grissom*, 821 F.3d 1157, 1166 (9th Cir. 2016). After being appointed to serve  
11 as Interim Lead Counsel, Class Counsel notified the firms on the Executive Committee  
12 that only work done at the express direction of Lead Counsel would be compensated,  
13 and that time records would need to be maintained in accordance with a billing protocol  
14 provided to each firm. Girard Decl., ¶ 55. In addition, Class Counsel staffed this case to  
15 avoid duplication and worked professionally with Comerica’s defense counsel to  
16 resolve matters without unnecessary disputes and protracted “meet and confer”  
17 sessions staffed by junior attorneys. Girard Decl., ¶ 56. A single associate handled most  
18 associate-level tasks in this matter, and a senior associate and partner were primarily  
19 responsible for the substantive briefing in the case. Girard Decl., ¶ 57.

20           Executive Committee firms were given discrete tasks, such as document review,  
21 responding to discovery, assisting in preparing and defending their clients at  
22 depositions, and legal research. Because the Liquidation Trust’s interests were aligned  
23 with Plaintiffs and also in the interests of efficiency, the Levine Kellogg firm, counsel  
24 to the Liquidation Trust, also participated in document review, discovery, motion  
25 briefing, and settlement negotiations. To avoid duplicating efforts, the attorneys at  
26 Girard Sharp and Levine Kellogg conferred regularly to coordinate assignments. Lead  
27 Counsel and Jason Kellogg, a senior attorney with the Levin Kellogg firm, took all  
28 depositions of Comerica witnesses, except three depositions taken by more junior

1 attorneys. Girard Decl., ¶ 58.

2 **E. The Court Should Also Reimburse Class Counsel for Their Costs.**

3 Class Counsel seek reimbursement for \$409,611 in litigation costs. *See Staton*, 327  
4 F.3d at 974; *In re Media Vision Tech. Sec. Litig.*, 913 F. Supp. 1362, 1366 (N.D. Cal.  
5 1995) (citing *Mills v. Electric Auto-Lite Co.*, 396 U.S. 375, 391-92 (1970)). The requested  
6 expenses are the type of out-of-pocket expenses that “would normally be charged to a fee  
7 paying client” and are therefore recoverable. *Moreno*, 2021 WL 3673845, at \*3  
8 (recoverable expenses include costs for service of summons, subpoenas, copying,  
9 messenger service, and legal research charges) (citation omitted); *see Pike v. Cty. of San*  
10 *Bernardino*, No. EDCV17-1680-JGB-KKx, 2020 WL 1049912, at \*7 (C.D. Cal. Jan. 27,  
11 2020) (“Expenses such as reimbursement for travel, meals, lodging, photocopying, long-  
12 distance telephone calls, computer legal research, postage, courier service, mediation,  
13 exhibits, documents scanning, and visual equipment are typically recoverable.”).  
14 “[B]ecause Plaintiffs’ Counsel advanced all of these necessary expenses without  
15 assurance that they would ever be recouped, they had every incentive to economize and  
16 otherwise avoid unreasonable expenditures.” *Thompson*, 2020 WL 6145104, at \*4.

17 The Court should therefore reimburse Class Counsel for their costs. *See, e.g.,*  
18 *Contreras v. Worldwide Flight Servs., Inc.*, No. CV 18-6036 PSG (SSx), 2020 WL  
19 2083017, at \*9 (C.D. Cal. Apr. 1, 2020) (awarding costs); *Gudimetla v. Ambow Educ.*  
20 *Holding*, No. CV12-5062-PSG-AJWx, 2015 WL 12752443, at \*9 (C.D. Cal. Mar. 16,  
21 2015) (awarding costs necessary to the successful prosecution of the action).

22 **F. The Requested Service Awards for Plaintiffs Are Reasonable**

23 Class Counsel also request service awards of \$15,000 for each of the individual  
24 class representatives: Mark Baker, Jay Beynon Family Trust DTD 10/23/1998, Joseph  
25 C. Hull, and Lilly A. Shirley. Girard Decl., ¶ 67. They also seek \$20,000 for the married  
26 class representatives: Alan and Marlene Gordon, and Lloyd and Nancy Landman. *Id.*  
27 Service awards “are fairly typical in class action cases” and are “intended to  
28 compensate class representatives for work done on behalf of the class [and] make up for

1 financial or reputational risk undertaken in bringing the action.” *Rodriguez v. West*  
2 *Publ’g Corp.*, 563 F.3d 948, 958 (9th Cir. 2009); *see Staton*, 327 F.3d at 977. Each of  
3 the class representatives—who are mostly seniors—devoted considered time to this  
4 case, including by assisting counsel in preparing the complaints, communicating with  
5 Class Counsel about case developments, responding to written discovery requests,  
6 gathering and producing documents, preparing for depositions, and submitting to  
7 searching, full-day depositions. Girard Decl., ¶¶ 68-70.

8 Given their invaluable contributions to the successful resolution of this case, the  
9 requested service awards are reasonable. “[T]he request for \$15,000 incentive awards  
10 for each named plaintiff accords with awards deemed reasonable and approved in other  
11 cases in this district.” *Taylor v. Shippers Transp. Express, Inc.*, No. CV13-02092-BRO-  
12 PLAx, 2015 WL 12658458, at \*18 (C.D. Cal. May 14, 2015); *see, e.g., Boyd v. Bank of*  
13 *Am. Corp.*, No. SAVC 13-0561-DOC (JPRx), 2014 WL 6473804 at \*7 (C.D. Cal. Nov.  
14 18, 2014) (\$15,000 service award was reasonable where named plaintiff had devoted  
15 considerable time and effort in the litigation); *Vaccarino v. Midland Nat. Life Ins. Co.*,  
16 No. 11 CV-5858-CAS (MANx), 2014 WL 4782603 at \*2 (C.D. Cal. Sept. 22, 2014)  
17 (approving \$15,000 service award); *Edwards v. First Am. Corp.*, No. CV 07-03796 SJO  
18 (FFMx), 2016 WL 9176564 at \*1 (C.D. Cal. Oct. 14, 2016) (same).

19 **IV. CONCLUSION**

20 For all the foregoing reasons, Plaintiffs and Class Counsel respectfully request that  
21 the Court issue an Order awarding \$13,550,000 in attorneys’ fees, reimbursing Class  
22 Counsel for \$409,611 in litigation expenses, and service awards of \$15,000 for each  
23 individual class representative and \$20,000 for the married class representatives.

24  
25 Respectfully submitted,

26 Dated: October 8, 2021

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*Plaintiffs' Executive Committee*

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

IN RE WOODBRIDGE  
INVESTMENTS LITIGATION

Case No. 2:18-cv-00103-DMG-MRW

**[PROPOSED] ORDER GRANTING  
PLAINTIFFS' MOTION FOR  
ATTORNEYS' FEES, COSTS, AND  
SERVICE AWARDS**

Date: December 17, 2021

Time: 10:00 a.m.

Courtroom: 8C, Eighth Floor

Judge: Honorable Dolly M. Gee



1 Plaintiffs’ Motion for Attorneys’ Fees, Costs, and Service Awards came on for  
2 hearing before this Court on December 17, 2021. After due consideration of the facts of  
3 record, the applicable legal standards, and the arguments of counsel,

4 **IT IS HEREBY ORDERED THAT:**

5 1. The Court finds that due and sufficient notice of Plaintiffs’ Motion for  
6 Attorneys’ Fees, Costs, and Service Awards was given under Rule 23(h). The Court has  
7 jurisdiction over the subject matter of the motion and all matters relating thereto.<sup>1</sup>

8 2. Under the Settlement, Defendant Comerica Bank will pay \$54,200,000 to  
9 resolve this class action. The Court previously found that the Settlement confers  
10 substantial benefits on Class members and meets the requirements of Rule 23. [Doc. #  
11 192]. Because Class Counsel’s efforts helped create a common fund for the benefit of  
12 the Class, they are entitled to seek an award of fair and reasonable attorneys’ fees for  
13 their services. *See Boeing Co. v. Van Gemert*, 444 U.S. 472, 478 (1980); *Staton v.*  
14 *Boeing Co.*, 327 F. 3d 938, 267 (9th Cir. 2003); *see also Laffitte v. Robert Half Internat.*  
15 *Inc.*, 1 Cal. 5th 480, 488 (2016).

16 3. The Court applies the percentage of recovery method to determine a  
17 reasonable fee award because this is an all-cash settlement involving a fixed common  
18 fund. *See Aichele v. City of Los Angeles*, No. CV12-10863-DMG-FFMx, 2015 WL  
19 5286028, at \*5 (C.D. Cal. Sept. 9, 2015).

20 4. Class Counsel’s request for 25% of the common fund is presumptively  
21 reasonable as it is the benchmark in the Ninth Circuit. *See In re Pac. Enterprises Sec.*  
22 *Litig.*, 47 F.3d 373, 379 (9th Cir. 1995); *Covillo v. Specialtys Cafe*, No. C-11-00594  
23 DMR, 2014 WL 954516, at \*6 (N.D. Cal. Mar. 6, 2014).

24 5. In addition, the relevant factors—i.e., “(1) the results achieved; (2) the risk  
25 of litigation; (3) the skill required and the quality of work; (4) the contingent nature of  
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27 <sup>1</sup> All capitalized terms used herein shall have the same meanings as set forth in the  
28 Settlement Agreement, dated August 6, 2021. Dkt. 188-1.

1 the fee and the financial burden carried by the plaintiffs; and (5) awards made in similar  
2 cases” confirm that the requested fee is reasonable. *Hightower v. JPMorgan Chase*  
3 *Bank, N.A.*, No. CV11-1802-PSG- PLAx, 2015 WL 9664959, at \*10 (C.D. Cal. Aug. 4,  
4 2015) (citations omitted). The Settlement represents a substantial recovery for the Class  
5 in light of the significant risks Plaintiffs faced in establishing Comerica’s liability. *See*  
6 *Jenson, v. First Tr. Corp.*, No. CV 05-3124 ABC (CTX), 2008 WL 11338161, at \*5  
7 (C.D. Cal. June 9, 2008). Moreover, the Court had not yet certified a class in this case,  
8 and Plaintiffs faced significant hurdles in obtaining certification of a nationwide class.  
9 *See Mazza v. Am. Honda Motor Co., Inc.*, 666 F.3d 581 (9th Cir. 2012). Class Counsel  
10 also litigated this case for more than three years on a contingent basis against  
11 experienced counsel who vigorously defended Comerica at all stages. *See Fernandez v.*  
12 *Victoria Secret Stores, LLC*, No. CV 06-04149 MMM-SHx, 2008 WL 8150856, at \*13  
13 (C.D. Cal. July 21, 2008). Class Counsel devoted thousands of hours with no assurance  
14 of payment, including extensive motion practice, reviewing hundreds of thousands of  
15 pages of documents, deposing Comerica’s witnesses, and defending Plaintiffs’  
16 depositions. *See Marshall v. Northrop Grumman Corp.*, No. 16-CV-6794 AB (JCx),  
17 2020 WL 5668935, at \*3 (C.D. Cal. Sept. 18, 2020). Finally, the requested fee is  
18 comparable to awards in other similar cases. *See, e.g., Jenson*, 2008 WL 11338161, at  
19 \*11-16; *Bostick v. Herbalife Int’l of Am., Inc.*, No. CV 13-2488 BRO (SHx), 2015 WL  
20 12731932, at \*32 (C.D. Cal. May 14, 2015).

21 6. A lodestar cross-check confirms that Class Counsel’s fee request is  
22 reasonable. The fee request represents a 1.5 multiplier on Class Counsel’s lodestar of  
23 \$8,833,463. The multiplier is well within the typical range in this Circuit. *See Vizcaino*  
24 *v. Microsoft Corp.*, 290 F.3d 1043, 1051 (9th Cir. 2002) (most multipliers fall between 1  
25 and 4); *see, e.g., Moreno v. Pretium Packaging, L.L.C.*, No. 8:19-CV-02500-SB-DFM,  
26 2021 WL 3673845, at \*3 (C.D. Cal. Aug. 6, 2021); *Smith v. Experian Info. Sols., Inc.*,  
27 No. SACV17-00629-CJC, 2020 WL 6689209, at \*6 (C.D. Cal. Nov. 9, 2020).

1           7. Plaintiffs have submitted declarations of counsel adequately documenting  
2 the work and hours they performed in this litigation. *In re Toys R Us-Del., Inc.--Fair &*  
3 *Accurate Credit Transactions Act (FACTA) Litig.*, 295 F.R.D. 438, 461 (C.D. Cal.  
4 2014). The Court finds that Class Counsel spent an appropriate number of hours on this  
5 hard-fought case, and that their current hourly rates are consistent with those prevailing  
6 in the market in this district for similar services by lawyers with comparable skill. *See*  
7 *Blum v. Stenson*, 465 U.S. 886, 895 n.11 (1984); *see, e.g., Marshall*, 2020 WL 5668935,  
8 at \*7 (approving rates of between \$490 and \$1,060 per hour for attorneys).

9           8. The Court also concludes that Class Counsel are entitled to reimbursement  
10 for their litigation costs. The requested costs were reasonable and necessary to the  
11 successful resolution of this case and are of the sort typically billed by attorneys to  
12 paying clients and therefore recoverable. *See In re Am. Apparel, Inc. S'holder Litig.*, No.  
13 CV10-06352-MMM-JCGx, 2014 WL 10212865, at \*27 (C.D. Cal. July 28, 2014).

14           9. Plaintiffs also request service awards to be paid out of the portion of the  
15 settlement fund allocable to Non-Contributing Claimants, as provided in the Settlement  
16 Agreement. The Court finds that class representatives Mark Baker, Jay Beynon Family  
17 Trust DTD 10/23/1998, Joseph C. Hull, and Lilly A. Shirley should be awarded \$15,000  
18 each for their contributions to the case, including responding to discovery requests and  
19 sitting for depositions. The Court also grants service awards of \$20,000 to the married  
20 class representatives Alan and Marlene Gordon, and Lloyd and Nancy Landman. The  
21 service awards are consistent with awards that have been approved by other courts in  
22 this district. *See, e.g., Taylor v. Shippers Transp. Express, Inc.*, No. CV13-02092-BRO-  
23 PLAx, 2015 WL 12658458, at \*18 (C.D. Cal. May 14, 2015).

24           10. Accordingly, the Motion for Attorneys' Fees, Costs, and Service Awards is  
25 **GRANTED**. Class Counsel are awarded \$13,550,000 in attorney's fees amounting to  
26 25% of the \$54,200,000 of the settlement fund, to be allocated among them by  
27 Settlement Class Counsel in a manner which reflects each counsel's contribution to the  
28

1 prosecution and resolution of the claims against Comerica. Class Counsel are also  
2 awarded \$409,611 in litigation expenses. The Court also grants service awards of  
3 \$15,000 for each of the individual class representatives and \$20,000 for the married  
4 class representatives.

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6 **IT IS SO ORDERED.**

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9 DATED: \_\_\_\_\_

10 Hon. Dolly M. Gee  
11 United States District Judge  
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