

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

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

CLIFTON W. MARSHALL, et al.,

Plaintiffs,

v.

NORTHROP GRUMMAN
CORPORATION, et al.,

Defendants.

Case No. 16-CV-6794 AB (JCx)

**ORDER GRANTING IN PART
PLAINTIFFS' MOTION FOR
ATTORNEYS' FEES,
REIMBURSEMENT OF EXPENSES,
AND INCENTIVE AWARDS FOR
CLASS REPRESENTATIVES**

Hon. André Birotte Jr.

INTRODUCTION

Before the Court is Plaintiffs' motion for attorneys' fees, reimbursement of expenses, and incentive awards for class representatives. Defendants do not oppose the motion. The Court heard oral argument on this motion on August 20, 2020. The Court will enter a separate order approving the settlement. This Order addresses the attorney fee request, reimbursement of expenses, and the lead Plaintiffs' incentive awards.

After more than three years of hard-fought litigation, the parties reached a settlement in the amount of \$12,375,000 to resolve all remaining claims. The settlement provides substantial relief on behalf of over 160,000 current and former participants of the Northrop Grumman Savings Plan. Class Counsel (Schlichter Bogard & Denton, LLP) requests an award of attorneys' fees in the amount of one

1 third of the settlement fund (or \$4,125,000), reimbursement of litigation expenses
2 of \$390,587, and \$25,000 as incentive awards to each of the six Class
3 representatives.

4 Class Counsel, Schlichter, Bogard & Denton, obtained an exceptional result
5 on behalf of the Class after years of litigation. Their request for a one-third fee of
6 the common fund is fair and reasonable compensation for their pioneering and
7 persevering efforts on behalf of the Class. Their request for reimbursement of out-
8 of-pocket litigation expenses also is reasonable based on the types of expenses
9 incurred in cases of this complexity and magnitude. Finally, incentive awards for
10 each of the Class representatives are justified by their efforts and risks they
11 assumed in this case. For the reasons explained below, the motion is **GRANTED**
12 **IN PART**.

13 **BACKGROUND**

14 This settlement concludes the over thirteen years of extensive litigation
15 between the parties. The litigation began in September 2006 with the filing of a
16 substantially related case—*In re Northrop Grumman Corp. ERISA Litig.*, No.
17 06-6213 (C.D. Cal.) (“*Grabek*”)—that resulted in a settlement of \$16,750,000 in
18 October 2017. *Grabek*, Final Order and Judgment, Doc. 804 (filed Oct. 24, 2017).
19 With the settlement in this case, Class Counsel has recovered almost \$30 million
20 for class members based on allegations that the Northrop 401(k) plan fiduciaries
21 breached their fiduciary duties and committed prohibited transactions when
22 administering the Plan. Since the parties are familiar with the background of this
23 case, the Court confines its discussion to the facts relevant to the instant Motion for
24 Attorneys’ Fees, Reimbursement of Expenses, and Incentive Awards to Class
25 representatives.

26 **LEGAL STANDARD**

27 It is well established that class counsel is entitled to an award of reasonable
28 attorney fees and reimbursement of litigation expenses from the common fund they

1 created for the benefit of a class. Fed. R. Civ. P. 23(h); *Staton v. Boeing Co.*, 327
2 F.3d 938, 967 (9th Cir. 2003) (“Under the ‘common fund doctrine’, ‘a litigant or a
3 lawyer who recovers a common fund for the benefit of persons other than himself or
4 his client is entitled to a reasonable attorney’s fee from the fund as a whole.’”) (*quoting Boeing Co. v. Van Gemert*, 444 U.S. 472, 478 (1980)). The purpose of the
5 “common fund” doctrine is to avoid unjust enrichment, requiring “those who
6 benefit from the creation of the fund [to] share the wealth with the lawyers whose
7 skill and effort helped create it.” *In re Wash. Pub. Power Supply Sys. Sec. Litig.*, 19
8 F.3d 1291, 1300 (9th Cir. 1994) (“WPPSS”). The district court has discretion over
9 the amount of attorney fees to award. *Vizcaino v. Microsoft Corp.*, 290 F.3d 1043,
10 1048 (9th Cir. 2002).

11
12 The district court may use the percentage-of-the-fund method to determine a
13 reasonable attorney fee. *Stanger v. China Elec. Motor, Inc.*, 812 F.3d 734, 738 (9th
14 Cir. 2016); *In re Online DVD-Rental Antitrust Litig.*, 779 F.3d 934, 953 (9th Cir.
15 2015). Although the Ninth Circuit has established 25% as the benchmark attorney
16 fee in common fund cases, that benchmark is “a starting point for analysis” because
17 it “may be inappropriate in some cases.” *Vizcaino*, 290 F.3d at 1048. The factors
18 that inform the district court whether to adjust the benchmark percentage include:
19 “(1) the result obtained for the class; (2) the effort expended by counsel; (3)
20 counsel’s experience; (4) the skill of counsel; (5) the complexity of the issues; (6)
21 the risks of non-payment assumed by counsel; (7) the reaction of the class; and (8)
22 comparison with counsel’s lodestar.” *In re Northrop Grumman Corp. ERISA Litig.*,
23 No. 06-6213, 2017 WL 9614818, at *2 (C.D. Cal. Oct. 24, 2017) (“*Grabek*”) (*citing*
24 *In re Quintus Sec. Litig.*, 148 F. Supp. 2d 967, 973–74 (N.D. Cal. 2001), among
25 others). A one-third percentage has been applied to the gross settlement amount to
26 calculate the fee award. *Powers v. Eichen*, 229 F.3d 1249, 1258 (9th Cir. 2000);
27 *Grabek*, 2017 WL 9614818, at *6; *Emmons v. Quest Diagnostics Clinical Labs.*,
28

1 *Inc.*, No. 13-474-DAD, 2017 WL 749018, at *8 (C.D. Cal. Feb. 24, 2017).

2 DISCUSSION

3 Having considered the papers submitted in support of the motion, and for good
4 cause having been shown, the Court **GRANTS IN PART** Plaintiffs' motion.

5 I. Attorney Fees

6 A. The Exceptional Result Obtained for the Class

7 Courts have consistently recognized that the result achieved is a major factor
8 to be considered in making a fee award. *Hensley v. Eckerhart*, 461 U.S. 424, 436,
9 103 S.Ct. 1933, 76 L.Ed.2d 40 (1983) (“the most critical factor is the degree of
10 success obtained”); *In re Heritage Bond Litig.*, No. 02-ML-1475-DT, 2005 WL
11 1594403, at *19 (C.D. Cal. June 10, 2005) (a “significant factor”); *Deaver v.*
12 *Compass Bank*, No. 13-222, 2015 WL 8526982, at *11 (N.D. Cal. Dec. 11, 2015)
13 (“the most critical factor”).

14 The Court finds that the \$12.375 million settlement fund obtained by
15 Schlichter, Bogard & Denton is an exceptional result for the Class. The settlement
16 fund represents approximately 29% of Plaintiffs' claimed damages at trial. Doc.
17 284-1 at 65 (¶¶ 344–345). Moreover, excluding prejudgment interest, Schlichter,
18 Bogard & Denton contends that the amount is over 600% higher than what
19 Defendants viewed as their maximum exposure on Plaintiffs' unlawful
20 reimbursement claim. Doc. 289-1 at 69 (¶¶ 200–201). They assert this percentage is
21 representative of what Defendants arguably viewed as their exposure in this case
22 because Defendants vigorously disputed they had any exposure on Plaintiffs' claim
23 that Defendants imprudently retained the Plan's Emerging Markets Equity Fund
24 (“EM Fund”). *Id.* at 59–67 (¶¶ 173–194).

25 The settlement fund, as a percentage of recovery, is greater than recoveries in
26 other cases where attorney fees of one third of the common fund were awarded. *See*
27 *Emmons*, 2017 WL 749018, at *5 (\$2.35 million settlement; 27.6% of claimed
28

1 damages of \$8.5 million); *Cheng Jiangchen v. Rentech, Inc.*, No. 17-1490-GW,
2 [2019 WL 5173771](#), at *7 (C.D. Cal. Oct. 10, 2019) (\$2.05 million settlement; 10%
3 of maximum damages of \$20 million); *Deaver*, [2015 WL 8526982](#), at *7 (\$500,000
4 settlement; 14.2% of \$3,512,000 in “potential liability”); *see also In re Med. X-Ray*
5 *Film Antitrust Litig.*, No. 93-5904, [1998 WL 661515](#), at *7–8 (E.D.N.Y. Aug. 7,
6 1998) (settlement of 17% of claimed damages); *In re Crazy Eddie Sec. Litig.*, [824](#)
7 [F.Supp. 320, 326](#) (E.D. N.Y. 1993) (settlement of 10% of claimed damages); *In re*
8 *Gen. Instrument Sec. Litig.*, [209 F. Supp. 2d 423, 431, 434](#) (E.D. Pa. 2001)
9 (settlement of 15% of damages); *In re Corel Corp. Inc. Sec. Litig.*, [293 F. Supp. 2d](#)
10 [484, 489–490](#) (E.D. Pa. 2003) (settlement of 15% of the maximum recovery).

11 Accordingly, the Court concludes that the exceptional result achieved in this
12 action justifies an attorney fee award of one-third of the settlement fund.

13 **B. The Effort Expended by Schlichter, Bogard & Denton**

14 The Court finds that Class Counsel expended tremendous effort on behalf of
15 the Class in prosecuting this action. Schlichter, Bogard & Denton devoted over
16 8,600 hours of attorney, paralegal, and law clerk time over the three years this action
17 has been pending. O’Gorman Decl. ¶ 4.

18 The effort necessary to prosecute this action is shown by the fact that this
19 action was aggressively litigated at all stages. Schlichter, Bogard & Denton drafted
20 three complaints. Docs. 1, 70, 132. Before the litigation, they devoted substantial
21 time and resources by investigating the alleged unlawful reimbursement practices
22 from *Grabek* that continued during the class period and the other claims that
23 Plaintiffs pursued in this litigation. Schlichter Decl. ¶ 27. They successfully defeated
24 two motions to dismiss, obtained class certification over strong objection, defeated a
25 motion for partial summary judgment, and survived Defendants’ lengthy *Daubert*
26 challenges to Plaintiffs’ experts who would testify at trial. Docs. 68, 146, 264, 308,
27 310. Schlichter, Bogard & Denton reviewed and analyzed approximately 353,000
28

1 pages of documents, and took and defended 20 depositions of fact and expert
2 witnesses. Struckhoff Decl. ¶¶ 6, 8–9; Docs. 167-03, 167-04, 168-113 (expert
3 deposition excerpts). They also participated in two unsuccessful mediations, after
4 which the case proceeded to trial. Doc. 306. The case only settled on the very brink
5 of trial, approximately fourteen minutes before trial was scheduled to begin. Doc.
6 315. Because this case was litigated to trial, Schlichter, Bogard & Denton fully
7 prepared for trial, which required them to devote enormous efforts and resources to
8 this matter. *E.g.*, Docs. 269, 281, 282, 284-1, 304.

9 Several courts have awarded attorney fees of one third of a common fund
10 under similar circumstances, and with less time involved. *Boyd v. Bank of Am.*
11 *Corp.*, No. 13-561-DOC, 2014 WL 6473804, at *10 (C.D. Cal. Nov. 18, 2014)
12 (counsel spent over 3,000 hours litigation the case); *Fernandez v. Victoria Secret*
13 *Stores, LLC*, No. 06-04149-MMM, 2008 WL 8150856, at *16 (C.D. Cal. July 21,
14 2008) (counsel invested thousands of hours in the case); *Garcia*, 2012 WL 5364575,
15 at *8 (counsel spent 3,700 hours on the matter); *Cullen v. Whitman Med. Corp.*, 197
16 F.R.D. 136, 150 (E.D. Pa. 2000) (counsel spent 3,900 hours on the litigation over
17 two years of litigation); *Corel*, 293 F. Supp. 2d at 496–97 (counsel spent 6,800 hours
18 spent litigating the case).

19 Accordingly, because Schlichter, Bogard & Denton exerted great effort on
20 behalf of the Class in litigating this action, the Court concludes that an award of one
21 third of the settlement fund in attorney fees is justified.

22 C. The Experience of Schlichter, Bogard & Denton

23 The experience of class counsel is relevant in determining the appropriate
24 attorney fee award. *Grabek*, 2017 WL 9614818, at *4; *Heritage Bond*, 2005 WL
25 1594403, at *20. A fee award of one third of the settlement fund is justified where
26 class counsel “has significant experience in the particular type of litigation at
27 issue[.]” *Deaver*, 2015 WL 8526982, at *11 (citation omitted). Moreover, a one-
28

1 third fee is appropriate where “[c]ounsel litigated effectively, and their experience
2 was essential for obtaining the result.” *Boyd*, 2014 WL 6473804, at *10.

3 The Court finds that Schlichter, Bogard & Denton is exceptionally skilled
4 having achieved unparalleled success in actually pioneering complex ERISA 401(k)
5 excessive fee litigation, such as this case and *Grabek*. The Court agrees with other
6 district courts that Schlichter, Bogard & Denton are attorneys of the “highest
7 caliber”. *Kelly v. Johns Hopkins Univ.*, No. 16-2835, 2020 WL 434473, at *4 (D.
8 Md. Jan. 28, 2020); *see also Beesley v. Int’l Paper Co.*, No. 06-703, 2014 WL
9 375432, at *2 (S.D. Ill. Jan. 31, 2014) (the firm’s diligence and perseverance
10 “reflect the finest attributes of a private attorney general”). This Court agrees that,
11 in creating the field of 401(k) excessive fee litigation, when neither the Department
12 of Labor or any private law firm had ever filed such a case, Schlichter Bogard &
13 Denton functioned as a private attorney general. The firm handled the first ever trial
14 of such case. It also successfully petitioned the United States Supreme Court to hear
15 its first ERISA fiduciary breach case regarding excessive fees in 401(k) plans, and
16 obtained a unanimous 9-0 decision holding that an ERISA fiduciary has a
17 continuing duty to monitor plan investments and remove imprudent ones. *Tibble v.*
18 *Edison Int’l*, 135 S.Ct. 1823, 1828–29 (2015).

19 Schlichter, Bogard & Denton also has “educated plan administrators, the
20 Department of Labor, the courts and retirement plan participants” about this
21 complex area of the law. *Tussey v. ABB, Inc.*, No. 06-4305, 2015 WL 8485265, at
22 *2 (W.D. Mo. Dec. 9, 2015). Their efforts have contributed to fee savings achieved
23 by employees and retirees by over \$2 billion. *Nolte v. Cigna Corp.*, No. 07-2046,
24 2013 WL 12242015, at *3 (C.D. Ill Oct. 15, 2013). The firm has had a
25 “humongous” impact on 401(k) fees. Linda Stern, *Stern Advice: How 401(k)*
26 *Lawsuits Are Bolstering Your Retirement Plan*, REUTERS (Nov. 5, 2013) [*Grabek*,
27 Doc. 783-10]. This Court agrees that Schlichter, Bogard & Denton has educated
28

1 plan fiduciaries, the DOL, and plan participants about the importance of 401(k)
2 fees, their efforts have led to enormous fee savings for plan participants, and the
3 firm has had a “humongous” impact on the 401(k) industry.

4 Over the past thirteen years, Schlichter, Bogard & Denton has zealously
5 represented employees and retirees of Northrop Grumman while taking on
6 enormous financial risks. Their experience and expertise in ERISA fiduciary breach
7 litigation has greatly benefitted Class members. The Court finds that the firm’s
8 reputation as “experts” in this field is well deserved. *See Tussey v. ABB, Inc.*, No.
9 06-4305, [2012 WL 5386033](#), at *3 (W.D. Mo. Nov. 2, 2012) (“Plaintiffs’ attorneys
10 are clearly experts in ERISA litigation.”).

11 Accordingly, the Court concludes that Schlichter, Bogard & Denton’s
12 specialized and vast experience representing plaintiffs in ERISA class actions
13 justifies an award of one third of the settlement fund in attorney fees.

14 **D. The Skill of Schlichter, Bogard & Denton and Complexity of**
15 **this Case**

16 “Courts have recognized that the novelty, difficulty and complexity of the
17 issues involved are significant factors in determining a fee award.” *Heritage Bond*,
18 [2005 WL 1594403](#), at *20 (*citing Johnson v. Georgia Highway Express, Inc.*, [488](#)
19 [F.2d 714, 718](#) (5th Cir. 1974)). As this Court has recognized in the related *Grabek*
20 action, “ERISA 401(k) fiduciary breach class actions involve complex questions of
21 law and have not been widely litigated to this point.” *Grabek*, [2017 WL 9614818](#),
22 at *4. “[G]iven the transient nature of standing ERISA law,” these cases “require[]
23 highly skilled counsel who could understand the complexity of the law and adapt
24 case law accordingly.” *Downey Surgical Clinic, Inc. v. OptumInsight, Inc.*, No. 09-
25 5457-PSG, [2016 WL 5938722](#), at *10 (C.D. Cal. May 16, 2016).

26 This case involved complex claims of prohibited transactions under [29](#)
27 [U.S.C. § 1106](#) for which there are no reported cases directly on point. It thus
28

1 required Class Counsel to rely on detailed and complex regulations (29 C.F.R. §§
2 2550.408b-2, 2550.408c-2) and DOL advisory opinions. *See Doc. 284-1 at 42–53*
3 (¶¶ 239–291). The case also involved an imprudent investment claim related to
4 Defendants’ retention of the actively managed EM Fund. This claim required a fact-
5 intensive inquiry focusing on the methods Defendants employed to investigate the
6 merits and structure of the EM Fund. *See Doc. 264 at 14–19*. The summary
7 judgment record and the parties’ proposed findings of fact and conclusions of law
8 confirm the complexity of the factual and legal issues involved. *See Doc. 284-1*
9 (355 paragraphs); Doc. 289-1 (214 paragraphs).

10 Given the novel and complex nature of this area of law, the Court finds that
11 Schlichter, Bogard & Denton’s specialized experience and knowledge resulted in
12 the skillful prosecution of this action. Therefore, the Court concludes that a fee
13 award of one third of the settlement fund is justified.

14 **E. The Financial Risks Assumed by Schlichter, Bogard & Denton**

15 The risks assumed by class counsel, “particularly the risk of non-payment or
16 reimbursement of expenses, is a factor in determining counsel’s proper fee award.”
17 *Grabek, 2017 WL 9614818*, at *4. These risks must be considered. *Vizcaino, 290*
18 *F.3d at 1048*. “Contingent fees that may far exceed the market value of the services
19 if rendered on a non-contingent basis are accepted in the legal profession as a
20 legitimate way of assuring competent representation for plaintiffs who could not
21 afford to pay on an hourly basis regardless whether they win or lose.” *WPPSS, 19*
22 *F.3d at 1299*. The risk of non-payment after years of hard-fought litigation “weighs
23 substantially in favor” of a one-third fee. *Campbell v. Best Buy Stores, L.P.*, No. 12-
24 7794-JAK, 2016 WL 6662719, at *8 (C.D. Cal. Apr. 5, 2016); *Barbosa v. Cargill*
25 *Meat Solutions Corp.*, 297 F.R.D. 431, 449 (E.D. Cal. 2013) (“where recovery is
26 uncertain, an award of one-third of the common fund as attorneys’ fees has been
27 found to be appropriate”).
28

1 The Court finds that Schlichter, Bogard & Denton assumed great financial
2 risk by litigating this complex action for years. The firm represented the plaintiffs
3 completely on a contingency basis and carried substantial litigation costs. They
4 invested thousands of attorney and staff hours in the case with no guarantee that
5 they would be compensated for their time or reimbursed for the expenses they
6 incurred.

7 These financial risks were compounded by the fact that recovery was
8 uncertain. Several of ERISA excessive fee cases filed by the firm were dismissed
9 and the dismissals were upheld by Courts of Appeal. *See, e.g., Hecker v. Deere &*
10 *Co.*, 556 F.3d 575 (7th Cir. 2009); *Loomis v. Exelon Corp.*, 658 F.3d 667 (7th Cir.
11 2011); *Renfro v. Unisys Corp.*, 671 F.3d 314 (3d Cir. 2011); *Divane v.*
12 *Northwestern Univ.*, No. 16-8157, 2018 WL 2388118 (N.D. Ill. May 25, 2018),
13 *affirmed*, No. 18-2569, Doc. 55 (7th Cir. Mar. 25, 2020). In other cases, district
14 courts granted summary judgment against the plaintiffs in whole or part. *Kanawi v.*
15 *Bechtel Corp.*, 590 F. Supp. 2d 1213 (N.D. Cal. 2008); *Taylor v. United Techs.*
16 *Corp.*, No. 06-3194, 2009 WL 535779 (D. Conn. Mar. 3, 2009), *aff'd*, 354 Fed.
17 Appx. 525 (2d Cir. 2009); *George v. Kraft Foods Global, Inc.*, 684 F. Supp. 2d 992
18 (N.D. Ill. 2010), *rev'd in part*, 641 F.3d 786 (7th Cir. 2011); *Tibble v. Edison Int'l*,
19 639 F. Supp. 2d 1074 (C.D. Cal. 2009), *aff'd*, 729 F.3d 1110 (9th Cir. 2013),
20 *vacated*, 135 S. Ct. 1823 (2015), *aff'd on remand*, 820 F.3d 1041 (9th Cir. 2016);
21 *Cunningham v. Cornell Univ.*, 16-6525, 2019 WL 4735876 (S.D. N.Y. Sep. 27,
22 2019).

23 Even though Plaintiffs proceeded to trial on two claims, “trials of class
24 actions are inherently risky and unpredictable propositions.” *Cervantez v. Celestica*
25 *Corp.*, No. 07-729-VAP, 2010 WL 2712267, at *3 (C.D. Cal. July 6, 2010). The
26 settlement in this case also was not easily obtained. It only occurred after years of
27 litigation, two unsuccessful mediations, and just minutes before the trial was
28

1 scheduled to start.

2 Accordingly, the Court concludes that the great risk assumed by Schlichter,
3 Board & Denton justifies an award of one third of the settlement fund in attorney
4 fees.

5 **F. The Reaction of the Class**

6 “The presence or absence of objections from the class is also a factor in
7 determining the proper fee award.” *Grabek*, 2017 WL 9614818, at *5 (citations
8 omitted).

9 On or about April 6, 2020, the settlement administrator sent notices to over
10 167,000 Class members by first-class mail or e-mail for whom the settlement
11 administrator had current e-mail addresses. Struckhoff Decl. ¶ 11; Doc. 326 at 9–10
12 (¶ 4(B)). The settlement agreement and class notices were posted on the settlement
13 website maintained by counsel. Doc. 326 at 9 (¶ 4); O’Gorman Decl. ¶ 6. The
14 court-approved notices apprised Class members that Schlichter, Bogard & Denton
15 would seek up to one third of the settlement fund (or \$4,125,000) in attorney fees
16 and no more than \$450,000 as reimbursement for litigation expenses. *Cf.* Doc. 321-
17 1 at 49, 56 (notices). The notices also informed Class members of their right to
18 object to counsel’s fee request and the deadline to submit any objections. *Id.* at 48,
19 55.

20 The Court finds that notice to the Class was adequate. Because very few
21 Class members have objected to the requested attorney fees and reimbursement of
22 litigation expenses, the Court concludes that an attorney fee award of one third of
23 the settlement fund is justified.

24 **G. Comparison with Schlichter, Bogard & Denton’s lodestar**

25 Courts often compare the requested attorney fees to class counsel’s lodestar to
26 provide a “check on the reasonableness of the percentage award.” *Vizcaino*, 290
27 F.3d at 1050. Under the lodestar method, the court “must start by determining how
28

1 many hours were reasonably expended on the litigation, and then multiply those
2 hours by the prevailing local rate for an attorney of the skill required to perform the
3 litigation.” *Moreno v. City of Sacramento*, 534 F.3d 1106, 1111 (9th Cir. 2008).
4 Fair and reasonable compensation to class counsel “requires charging current rates
5 for all work done during the litigation, or by using historical rates enhanced by an
6 interest factor.” *WPPSS*, 19 F.3d at 1305. Using historical rates “inadequately
7 compensate[s] [a] firm for the delay in receiving its fees.” *Id.* As such, “[a]ttorneys
8 in common fund cases must be compensated for any delay in payment.” *Fischel v.*
9 *Equitable Life Assur. Soc’y of U.S.*, 307 F.3d 997, 1010 (9th Cir. 2002); *Bouman v.*
10 *Block*, 940 F.2d 1211 (9th Cir. 1991) (affirming use of current hourly rate “to
11 compensate for the delay in receiving payment”) (citation omitted). Class counsel
12 need only submit documentation appropriate to meet the burden establishing an
13 entitlement to an award, not to satisfy “green-eyeshade accountants.” *Fox v. Vice*,
14 131 S.Ct. 2205, 2216 (2011).

15 Complex ERISA cases, such as this, “involve a national standard, and
16 attorneys practicing ERISA law in the Ninth Circuit tend to practice in different
17 districts.” *Mogck v. Unum Life Ins. Co. of Am.*, 289 F. Supp. 2d 1181, 1191 (S.D.
18 Cal. 2003). As other district courts have concluded, the Court finds that the relevant
19 hourly rate for Class Counsel’s work is the “nationwide market rate”. *Kelly*, 2020
20 WL 434473, at *6; *Clark v. Duke*, No. 16-1044, 2019 WL 2579201, at *2 (M.D.
21 N.C. June 24, 2019); *Sims v. BB&T Corp.*, No. 15-1705, 2019 WL 1993519, at *2
22 (M.D. N.C. May 6, 2019); *Kruger v. Novant Health, Inc.*, No. 14-208, 2016 WL
23 6769066, at *4 (M.D. N.C. Sept. 29, 2016); *Beesley*, 2014 WL 375432, at *3;
24 *Abbott v. Lockheed Martin Corp.*, No. 06-701, 2015 WL 4398475, at *2 (S.D. Ill.
25 July 17, 2015); *Tussey*, 2015 WL 8485265, at *7.

26 Class Counsel has spent 7,497 attorney hours and 1,118.40 non-attorney
27 hours litigating this case. O’Gorman Decl. ¶ 4. The time and labor expended in this
28

1 case is consistent with other ERISA fiduciary breach class actions handled by Class
2 Counsel. *Clark*, 2019 WL 2579201, at *3; *Sims*, 2019 WL 1993519, at *2; *Bell v.*
3 *Pension Comm. Of ATH Holding Co., LLC*, No. 15-2062, 2019 WL 4193376, at *5
4 (S.D. Ind. Sept. 4, 2019); *Spano v. Boeing Co.*, No. 06-743, 2016 WL 3791123, at
5 *2 (S.D. Ill. Mar. 31, 2016); *Abbott*, 2015 WL 4398475, at *2; *Krueger v.*
6 *Ameriprise Fin., Inc.*, No. 11-2781, 2015 WL 4246879, at *2 (D. Minn. July 13,
7 2015).

8 Schlichter, Bogard & Denton has submitted the following hourly rates: for
9 attorneys with at least 25 years of experience, \$1,060 per hour; for attorneys with
10 15–24 years of experience, \$900 per hour; for attorneys with 5–14 years of
11 experience, \$650 per hour; for attorneys with 2–4 years of experience, \$490 per
12 hour; and for paralegals and law clerks, \$330 per hour. These rates were approved
13 for Schlichter, Bogard & Denton as recently as January 28, 2020 in similar ERISA
14 litigation. *Kelly*, 2020 WL 434473, at *6. They also were approved by several other
15 district courts. *Bell*, 2019 WL 4193376, at *5; *Cassell v. Vanderbilt Univ.*, No. 16-
16 2086, Doc. 174 at 3 (M.D. Tenn. Oct. 22, 2019); *Clark*, 2019 WL 2579201, at *4;
17 *Sims*, 2019 WL 1993519, at *4; *Ramsey v. Philips N.A.*, No. 18-1099, Doc. 27 at 8
18 (S.D. Ill. Oct. 15, 2018).

19 These rates have been independently verified by a recognized expert in
20 attorney fee litigation who opined that Schlichter, Bogard & Denton’s requested
21 rates were reasonable based on rates charged by national attorneys of equivalent
22 experience, skill, and expertise in complex class action litigation. *Ramsey*, Doc. 27
23 at 9 (*citing* Declaration of Sanford Rosen [Doc. 21-3 ¶52]). “In light of the close
24 similarities between the fiduciary breach claims in these cases and this one, Class
25 Counsel being the same, and the recency of the decisions,” the Court concludes that
26 the same rates are reasonable for Schlichter, Bogard & Denton. *Kelly*, 2020 WL
27 434473, at *7; *Clark*, 2019 WL 2579201, at *4.

1 Using the current approved rates for Schlichter, Bogard & Denton, the
 2 lodestar is \$6,038,535. Struckhoff Decl. ¶ 17. This amount is much more than the
 3 requested attorney fee of \$4,125,000. The Court notes that if counsel had requested
 4 their lodestar fees, their “fee request under that method would have been
 5 presumptively reasonable.” *Grabek*, 2017 WL 9614818, at *6 (citing *Fischel*, 307
 6 F.3d at 1007). Moreover, under the percentage-of-the-fund method, district courts
 7 have awarded a one-third fee “when counsel’s lodestar was *less* than the fee
 8 award.” *Id.* (citing cases).

9 The reasonableness of Schlichter, Bogard & Denton’s fee request is further
 10 shown when applying rates previously approved over *seven* years ago. In *Grabek*,
 11 this Court found that a blended rate for attorney and paralegal time of \$514.60 per
 12 hour approved in *Tussey v. ABB, Inc.*, 746 F.3d 327, 340–41 (8th Cir. 2014) was
 13 reasonable for Schlichter, Bogard & Denton’s work. *Grabek*, 2017 WL 9614818, at
 14 *5.¹ This was because much higher rates were approved for Class Counsel since
 15 *Tussey*. *Id.* at *5 & n.2. Even applying the blended rate, Schlichter, Bogard &
 16 Denton’s lodestar is \$4,433,484, also more than their attorney fee request.
 17 Struckhoff Decl. ¶ 18.

18 In determining a reasonable attorney fee in class action common fund cases,
 19 the lodestar figure is routinely enhanced by a multiplier to compensate class
 20 counsel for the risk of non-payment by litigating the case on a contingency basis.
 21 *WPPSS*, 19 F.3d at 1299–1300 (“It is an established practice in the private legal
 22 market to reward attorneys for taking the risk of non-payment by paying them a
 23 premium over their normal hourly rates for winning contingency cases”) (citation
 24 omitted); *Vizcaino*, 290 F.3d at 1051 (“courts have routinely enhanced the lodestar
 25 to reflect the risk of non-payment in common fund cases”).

26 The Ninth Circuit has approved a lodestar multiplier of up to 6.85. *Steiner v.*
 27

28 ¹ The district court approved this rate in 2012. *Tussey*, 2012 WL 5386033, at *4.

1 *Am. Broadcasting Co., Inc.*, 248 Fed. Appx. 780, 783 (9th Cir. 2007) (affirming
2 multiplier of 6.85 and citing cases with comparable or higher multipliers); *Vizcaino*,
3 290 F.3d at 1051–52 & Appendix (affirming multiplier of 3.65 and reporting
4 multipliers of up to 19.6). In other ERISA fiduciary breach actions handled by
5 Class Counsel, a risk multiplier greater than 3 has been approved. *Kruger*, 2016
6 WL 6769066, at *5 (multiplier of 3.69); *Gordan v. Mass. Mut. Life Ins. Co.*, No.
7 13-30184, 2016 WL 11272044, at *3 (D. Mass. Nov. 3, 2016) (multiplier of 3.66).

8 The factors justifying a risk multiplier to Schlichter, Bogard & Denton’s
9 lodestar are present here. Like *Grabek*, Class Counsel “expended substantial effort
10 on behalf of the class in an unusually complex and difficult case to prosecute”, and
11 they “assumed great risk of non-payment” by litigating this case on a contingency
12 fee basis. *Grabek*, 2017 WL 9614818, at *6. Because Schlichter, Bogard & Denton
13 is requesting less than their lodestar and without a risk multiplier at all, the Court
14 finds that their fee request for one third of the common fund is reasonable.

15 **H. Comparison to Fee Awards in Similar Class Action Settlements**

16 In determining a reasonable attorney fee award, courts often consider fee
17 awards in similar cases. *Vizcaino*, 290 F.3d at 1049–50; *Vasquez v. Coast Valley*
18 *Roofing, Inc.*, 266 F.R.D. 482, 492 (E.D. Cal. 2010) (Wanger, J.); *Boyd*, 2014 WL
19 6473804, at *10; *Deaver*, 2015 WL 8526982, at *12. An attorney fee of one third
20 of the settlement fund is routinely found to be reasonable in class actions.

21 “Nationally, the average percentage of the fund award in class actions is
22 approximately one-third.” *Multi-Ethnic Immigrant Workers Org. Network v. City of*
23 *Los Angeles*, No. 07-3072-AHM, 2009 WL 9100391, at *4 (C.D. Cal. June 24,
24 2009); *see also Romero v. Producers Dairy Foods, Inc.*, No. 05-484, 2007 WL
25 3492841, at *4 (E.D. Cal. Nov. 14, 2007) (“fee awards in class actions average
26 around one-third of the recovery”) (*quoting* NEWBERG ON CLASS ACTIONS § 14.6
27 (4th ed. 2007)). “An award of one third is within the range of percentages which
28

1 courts have considered reasonable in other class action lawsuits.” *Boyd*, 2014 WL
2 6473804, at *10; *Barbosa*, 297 F.R.D. at 450 (one-third fee commensurate with
3 other class actions).

4 A one-third fee also consistent with awards in similar ERISA fiduciary
5 breach class actions handled by Schlichter, Bogard & Denton. In *Grabek*, this Court
6 previously awarded the firm a one-third fee from the common fund. *Grabek*, 2017
7 WL 9614818, at *2–4. In 17 other ERISA fiduciary breach settlements, Schlichter,
8 Bogard & Denton was awarded attorney fees of one third of the settlement fund.
9 *Kelly*, 2020 WL 434473, at *3; *Cassell*, Doc. 174 at 2 (¶ 5); *Tussey v. ABB, Inc.*,
10 No. 06-4305, 2019 WL 3859763, at *4, *6 (W.D. Mo. Aug. 16, 2019); *Clark*, 2019
11 WL 2579201, at *3; *Sims*, 2019 WL 1993519, at *2; *Ramsey*, Doc. 27 at 5–6; *Bell*
12 *v. Pension Comm. Of ATH Holding Co., LLC*, No. 15-2062, 2019 WL 4193376, at
13 *3 (S.D. Ind. Sept. 4, 2019); *Gordan*, 2016 WL 11272044, at *2; *Kruger*, 2016 WL
14 6769066, at *1, *5; *Spano*, 2016 WL 3791123, at *2; *Abbott*, 2015 WL 4398475, at
15 *2; *Krueger*, 2015 WL 4246879, at *1, *3; *Beesley*, 2014 WL 375432, at *2–3;
16 *Nolte*, 2013 WL 12242015, at *2–3; *George v. Kraft Foods Global, Inc.*, Nos. 08-
17 3899, 07-1713, 2012 WL 13089487, at *2–3 (N.D. Ill. June 26, 2012); *Will v. Gen.*
18 *Dynamics Corp.*, No. 06-698, 2010 WL 4818174, at *3 (S.D. Ill. Nov. 22, 2010);
19 *Martin v. Caterpillar Inc.*, No. 07-1009, 2010 WL 11614985, at *1, 3–4 (C.D. Ill.
20 Sept. 10, 2010).

21 The Ninth Circuit and other district courts within this Circuit have awarded
22 attorney fees of one third of the common fund. *In re Pacific Enters. Sec. Litig.*, 47
23 F.3d 373, 379 (9th Cir. 1995) (one-third fee from a \$12 million common fund);
24 *Morris v. Lifescan, Inc.*, 54 F. App’x 663, 664 (9th Cir. 2003) (one-third fee of
25 \$14.8 settlement fund); *Heritage Bond*, 2005 WL 1594403, at *19 (one-third fee
26 from \$27.8 million common fund); *Fernandez*, 2008 WL 8150856, at *16 (34% fee
27 of \$8.5 million common fund); *Boyd*, 2014 WL 6473804, at *9–10 (one-third fee
28

1 on \$5.8 million common fund); *Cheng*, 2019 WL 5173771, at *7 (one-third fee of
2 \$2 million settlement); *cf. Norris*, 2017 WL 6493091, at *13 (44% fee awarded to
3 experienced attorneys in ERISA litigation).

4 In careful consideration of all of the above factors, this Court finds one third
5 of the settlement fund of \$12,375,000 to be a reasonable percentage award. As
6 such, this Court awards attorney fees totaling \$4,125,000.

7 **II. Reimbursement of Schlichter, Bogard & Denton's expenses**

8 The Court may award reasonable litigation expenses as authorized by law
9 and the parties' settlement agreement. Fed. R. Civ. P. 23(h); Doc. 321-1 §§ 2.4, 7.1.
10 "There is no doubt that an attorney who has created a common fund for the benefit
11 of the class is entitled to reimbursement of reasonable litigation expenses from that
12 fund." *Heritage Bond*, 2005 WL 1594403, at *23 (citation omitted). These
13 expenses should be limited to expenses that are typically charged to fee paying
14 clients. *Emmons*, 2017 WL 749018, at *8. "Expenses such as reimbursement for
15 travel, meals, lodging, photocopying, long-distance telephone calls, computer legal
16 research, postage, courier service, mediation, exhibits, documents scanning, and
17 visual equipment are typically recoverable." *Grabek*, 2017 WL 9614818, at *6
18 (*quoting Rutti v. Lojack Corp., Inc.*, No. 06-350-DOC, 2012 WL 3151077, at *12
19 (C.D. Cal. July 31, 2012)). Consulting and expert witness fees also are recoverable.
20 *Grabek*, 2017 WL 9614818, at *6 (*citing In re Media Vision Tech. Secs. Litig.*, 913
21 F. Supp. 1362, 1366–67 (N.D. Cal. 1996)).

22 Schlichter, Bogard & Denton seeks \$390,587 in litigation expenses. These
23 expenses include: (1) \$59,373.61 for depositions; (2) \$195,387.50 for experts and
24 consultants; (3) \$3,003.53 for filing, transcripts, subpoena services, and related
25 costs; (4) \$8,390.00 for mediation and settlement costs; (5) \$24,919.52 for copies,
26 postage, phone, and fax; (6) \$11,029.79 for data development and document
27 organization; (7) \$4,539.78 for research and investigation; (8) \$66,986.07 travel,
28

1 lodging, and parking; and (9) \$16,957.56 in trial costs. O’Gorman Decl. ¶ 2.

2 This case was litigated for over three years. Schlichter, Bogard & Denton
3 reviewed over 353,000 pages of documents produced by Defendants and third
4 parties, took and defended 20 depositions across the country, engaged three expert
5 witnesses, and fully prepared for trial that was set to begin on October 15, 2019.
6 Struckhoff Decl. ¶¶ 6, 8–9; Doc. 170-90 (Schmidt Rpt.); Doc. 172-03 (Pomerantz
7 Rpt.); Doc. 172-2 (Witz Rpt.); Docs. 167-03, 167-04, 168-113 (expert deposition
8 excerpts). They also participated in two unsuccessful mediations in Los Angeles,
9 California. Doc. 306.

10 The expenses requested by Schlichter, Bogard & Denton are substantially
11 less than expenses reimbursed to the firm in similar ERISA fiduciary breach
12 settlements. *See, e.g., Grabek*, 2017 WL 9614818, at *6 (\$1.2 million); *Tussey*,
13 2019 WL 3859763, at *6 (\$2.3 million); *Spano*, 2016 WL 3791123, at *4 (\$1.8
14 million); *Abbott*, 2015 WL 4398475, at *4 (\$1.6 million); *Beesley*, 2014 WL
15 375432, at *3 (\$1.6 million); *George*, 2012 WL 13089487, at *4 (\$1.5 million);
16 *Kanawi v. Bechtel, Corp.*, No. 06-5566, 2011 WL 782244, at *3 (N.D. Cal. Mar. 1,
17 2011). (\$1.5 million).

18 Given that the expenses sought are the type of costs typically recovered in
19 similar cases, and based on the significant efforts expended by Schlichter, Bogard
20 & Denton over the extended litigation, the Court finds their request of
21 reimbursement of litigation expenses reasonable.

22 **III. The Class Representatives’ Incentive Awards**

23 Schlichter, Bogard & Denton requests that each Class representative—
24 Clifton Marshall, Thomas Hall, Manuel Gonzalez, Ricky Hendrickson, Phillip
25 Brooks and Harold Hylton—receive an incentive award of \$25,000. It is well
26 established that the court may grant incentive awards to class representatives, “both
27 as an inducement to participate in the suit and as compensation for time spent in
28

1 litigation activities, including depositions.” *Grabek*, 2017 WL 9614818, at *7
 2 (citing *In re Mego Fin. Corp. Sec. Litig.*, 213 F.3d 454, 463 (9th Cir. 2000)). These
 3 awards are “fairly typical in class actions.” *Online DVD-Rental*, 779 F.3d at 943
 4 (citation omitted). Courts consider the following factors in determining whether to
 5 approve an incentive award: “(1) the risk to the class representative in commencing
 6 suit, both financial and otherwise; (2) the notoriety and personal difficulties
 7 encountered by the class representative; (3) the amount of time and effort spent by
 8 the class representative; (4) the duration of the litigation[;] and[] (5) the personal
 9 benefit (or lack thereof) enjoyed by the class representative as a result of the
 10 litigation.” *Grabek*, 2017 WL 9614818, at *7 (quoting *Van Vranken v. Atlantic*
 11 *Richfield Co.*, 901 F.Supp. 294, 299 (N.D. Cal. 1995)).

12 **A. Risk to Class Representatives**

13 The Court finds that the Class representatives faced substantial risk if
 14 Defendants prevailed in this lawsuit and sought to recover their attorney fees and
 15 costs from the named plaintiffs under 29 U.S.C. §1132(g) and Fed. R. Civ. P. 54(d).
 16 These costs can be substantial as shown by the costs incurred by Schlichter, Bogard
 17 & Denton and the hourly rates charged by Defendants’ experts. In *Tussey*, the
 18 defendants in a similar ERISA fiduciary breach class action paid their attorneys
 19 over \$42 million through trial, and paid one expert and his research firm over \$3.2
 20 million. 2015 WL 8485265, at *3, *6. This factor weighs in favor of granting
 21 incentive awards.

22 **B. The Notoriety and Personal Difficulties Encountered by the** 23 **Class Representatives**

24 This case has garnered media attention since filing.² Even if there was no

25 _____
 26 ² See, e.g., John Manganaro, *Northrop Grumman ERISA Suit Sounds Familiar*
 27 *Claims*, PLANADVISER, Sept. 16, 2016, [https://www.planadviser.com/northrop-](https://www.planadviser.com/northrop-grumman-erisa-suit-sounds-familiar-claims/)
 28 *grumman-erisa-suit-sounds-familiar-claims/*; Rebecca Moore, *Northrop Excessive*
Fee Case Moves Forward, PLANSPONSOR, Nov. 6, 2017,
<https://www.plansponsor.com/northrop-grumman-excessive-fee-case-moves->

1 media attention or difficulties encountered by the Class representatives, that would
 2 not preclude the Court from awarding incentive awards. *Grabek*, 2017 WL
 3 9614818, at *7 (citing *Razilov v. Nationwide Mut. Ins. Co.*, No. 01-1466, 2006 WL
 4 3312024, at *4 (D. Or. Nov. 13, 2006)). This factor weighs slightly in favor of
 5 granting the incentive awards.

6 **C. The Amount of Time and Effort Expended by the Class**
 7 **Representatives**

8 “An incentive award is appropriate where the ‘class representatives remained
 9 fully involved and expended considerable time and energy during the course of the
 10 litigation.’” *Grabek*, 2017 WL 9614818, at *7 (quoting *Razilov*, 2006 WL 3312024,
 11 at *4).

12 Schlichter, Bogard & Denton asserts that each of the Class representatives
 13 has actively participated in this litigation since they came forward to initiate this
 14 action. They remained in regular contact with Schlichter, Bogard & Denton
 15 throughout the case and provided counsel documents to assist them during their
 16 pre-filing investigation. Struckhoff Decl. ¶¶ 13–14. The Class representatives
 17 assisted in preparing their declarations in support of class certification, Docs. 83-6 –
 18 83-11, sat for depositions, Docs. 121-6 – 121-11, and responded to discovery
 19 requests. Struckhoff Decl. ¶ 7. Mr. Marshall attended one of the mediation sessions
 20 in Los Angeles, California. *Id.* ¶ 15. Also, the Class representatives were present at
 21 trial, became fully informed about the terms of the settlement, and agreed to them
 22 on behalf of the Class. *See* Oct. 15, 2019 Tr. at 6:25–9:16.

23 Given their involvement throughout this litigation, the Court finds this factor
 24 weighs in favor of incentive awards.

25 _____
 26 forward/; Nevin Adams, *Schlichter Wins One, Loses Several in Excessive Fee Suit*,
 27 NAPA, Aug. 16, 2019, <https://www.napa-net.org/news-info/daily-news/schlichter-wins-one-loses-several-excessive-fee-suit>; Jaklyn Willie, *Northrop Grumman Gets 401(k) Class Action Trimmed*, BLOOMBERG LAW, Feb. 16, 2018,
 28 <https://news.bloomberglaw.com/employee-benefits/northrop-grumman-gets-401-k-fee-class-action-trimmed>.

1 **D. The Duration of the Litigation**

2 A class representative’s participation through “years of litigation” supports
3 an incentive award. *Grabek*, 2017 WL 9614818 (quoting *Van Vranken*, 901 F.Supp.
4 at 299). Because this case has been pending for over three years and the Class
5 representatives were involved throughout the case, the Court finds this factor
6 weighs in favor of incentive awards.

7 **E. The Personal Benefit Enjoyed by the Class Representatives as a**
8 **Result of the Litigation**

9 An incentive award may be appropriate when a class representative will not
10 gain any benefit beyond that they would receive as an ordinary class member.
11 *Grabek*, 2017 WL 9614818, at *8 (citing *Razilov*, 2006 WL 3312024, at *4, *Van*
12 *Vranken*, 901 F.Supp. at 299).

13 Absent an incentive award, the Class representatives in this action will
14 receive no relief beyond that available to Class members. The \$25,000 requested
15 incentive award for each of the six Class representatives is only 0.20% of the total
16 settlement fund, and combined are only 1.2%.

17 District courts within the Ninth Circuit have approved similar incentive
18 awards. *Trujillo v. City of Ontario*, No. 04-1015-VAP, 2009 WL 2632723, at *5
19 (C.D. Cal. Aug. 24, 2009) (\$30,000 each to six class representatives); *Carlin v.*
20 *DairyAmerica, Inc.*, 380 F.Supp.3d 998, 1026 (E.D. Cal. 2019) (\$45,000 each to
21 four current class representatives); *Nitsch v. DreamWorks Animation SKG Inc.*, No.
22 14-4062, 2017 WL 2423161, at *16 (N.D. Cal. June 5, 2017) (\$90,000 each to three
23 class representatives); *Pan v. Qualcomm Inc.*, No. 16-1885, 2017 WL 3252212, at
24 *14 (S.D. Cal. July 31, 2017) (\$50,000 each to seven class representatives).

25 Indeed, this Court approved an incentive award of \$25,000 to each class
26 representative in *Grabek*. 2017 WL 9614818, at *8. In other ERISA class action
27 settlements handled by Schlichter, Bogard & Denton, district courts have approved
28

1 the same amount or more to each class representative. *Tussey*, 2019 WL 3859763,
2 at *6; *Clark*, 2019 WL 2579201, at *5; *Kruger*, 2016 WL 6769066, at *6; *Spano*,
3 2016 WL 3791123, at *4; *Abbott*, 2015 WL 4398475, at *4; *Krueger*, 2015 WL
4 4246879, at *3; *Beesley*, 2014 WL 375432, at *4; *Nolte*, 2013 WL 12242015, at *4;
5 *Will*, 2010 WL 4818174, at *4.

6 **F. Weighing the Factors**

7 Considering all the relevant factors, the Court concludes that an incentive award of
8 \$25,000 each for Clifton Marshall, Thomas Hall, Manuel Gonzalez, Ricky
9 Hendrickson, Phillip Brooks and Harold Hylton is reasonable under the
10 circumstances.

11 **IV. OBJECTORS' MOTION FOR ATTORNEYS' FEES**

12 As discussed more fully in its separate order, the Court has found that
13 Objectors' Alan Carlson, Peter DeLuca, and Robert Stolte have conferred a
14 substantial benefit on the class by modifying the settlement agreement language to
15 include a narrowed release and are entitled to attorneys' fees in the amount of
16 \$48,900. The Court also awards a service award to Objector Stolte in the amount
17 of \$1,500. The total amount of \$50,400 shall be deducted from Plaintiffs' requested
18 \$4,125,000 in attorneys' fees, leaving a total of \$4,074,600 in attorneys' fees.

19 **CONCLUSION**

20 For the foregoing reasons, the Court **GRANTS IN PART** Plaintiffs' Motion
21 for Attorneys' Fees, Reimbursement of Expenses, and Incentive Awards to Class
22 Representatives. It awards Schlichter, Bogard & Denton \$4,074,600 in attorneys'
23 fees and \$390,587 in expenses, and each Class representative an incentive award of
24 \$25,000.

25 **IT IS SO ORDERED.**

26 DATED: September 18, 2020



27 André Birotte Jr.
28 United States District Court Judge