

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  
NORTHERN DISTRICT OF CALIFORNIA

BONNIE LYNNE STROMBERG,

Plaintiff,

v.

OCWEN LOAN SERVICING, LLC, et al.,

Defendants.

Case No. 15-cv-04719-JST

**ORDER GRANTING FINAL  
APPROVAL AND ATTORNEY’S FEES**

Re: ECF Nos. 256, 253

United States District Court  
Northern District of California

Before the Court are Plaintiff Bonnie Lynne Stromberg’s unopposed motions for final approval of the class action settlement, ECF No. 256, and for attorney’s fees, costs, and a service award, ECF No. 253. The Court will grant the motions.

**I. BACKGROUND**

**A. Parties and Claims**

In this putative class action, Stromberg asserts a California state law claim against two mortgage lenders, Defendants Morgan Stanley Private Bank, N.A. (“MSPB”), and RBS Citizens, N.A. (“Citizens”), and a mortgage loan servicing company, Defendant Ocwen Loan Servicing, LLC (“Ocwen”), for failing to reconvey deeds of trust on real property 30 days after repayment of home loans as required by California law. Third Amended Complaint (“TAC”), ECF No. 117. The underlying details of this dispute are set forth more fully in the Court’s prior orders. *See, e.g.*, ECF No. 113 (granting in part motions to dismiss and motion to strike second amended complaint); ECF No. 228 (granting summary judgment to Ocwen). In short, Stromberg alleges that after she paid the full balance of her loan, it took Ocwen more than five months to reconvey the deed of trust to the trustee, TAC ¶¶ 26-27, 44, and that this delay was typical of Ocwen’s practices during the relevant time period, *id.* ¶ 58.

1 Stromberg’s complaint asserts a single cause of action under California Civil Code  
2 § 2941(b) against all three Defendants.<sup>1</sup> *Id.* ¶ 66. She seeks declaratory relief and statutory  
3 damages. *Id.* at 20.

4 **B. Procedural History**

5 Stromberg filed this action in California state court on September 4, 2015. ECF No. 1-1.  
6 Ocwen subsequently removed the action to federal court. *Id.* On November 9, 2015, Stromberg  
7 filed her first amended complaint. First Amended Complaint (“FAC”), ECF No. 14.

8 Defendants filed motions to dismiss and to strike portions of the FAC on January 15, 2016.  
9 ECF Nos. 33, 35-37. The parties then stipulated to allow Stromberg to file a second amended  
10 complaint and set a new briefing schedule for similar motions based on that new complaint. ECF  
11 No. 59; *see also* Second Amended Complaint (“SAC”), ECF No. 58.

12 After the renewed motions had been briefed, the presiding judge, Judge Ronald Whyte,  
13 assumed inactive status. ECF No. 92. The case was reassigned to the undersigned on November  
14 3, 2016. *Id.* On June 22, 2017, after receiving supplemental briefing from the parties, the Court  
15 issued an order granting in part Defendants’ motions, ECF No. 113, and subsequently denied  
16 Defendants’ request for leave to file a motion for reconsideration, ECF No. 145.

17 On July 21, 2017, Stromberg filed the operative TAC. ECF No. 117. Ocwen then filed a  
18 motion for summary judgment. ECF No. 167. After the Court permitted Stromberg to conduct  
19 additional discovery pursuant to Federal Rule of Civil Procedure 56(d), ECF No. 199, the Court  
20 granted Ocwen’s motion on August 3, 2018, ECF No. 228.

21 During this time, the parties also engaged in settlement negotiations. On February 27,  
22 2018, the Court referred the case to Magistrate Judge Joseph C. Spero for settlement. ECF No.  
23 184. Judge Spero conducted settlement conferences on March 1, 2018, May 31, 2018, and June 7,

24 \_\_\_\_\_  
25 <sup>1</sup> Within 30 calendar days after the obligation secured by any deed of  
26 trust has been satisfied, the beneficiary or the assignee of the  
27 beneficiary shall execute and deliver to the trustee the original note,  
28 deed of trust, request for a full reconveyance, and other documents  
as may be necessary to reconvey, or cause to be reconveyed, the  
deed of trust.

Cal. Civ. Code § 2941(b)(1).

1 2018. ECF Nos. 187, 222, 223. The parties continued to negotiate following those conferences  
 2 and ultimately reached a tentative settlement in August 2018, which was finalized in January  
 3 2019. ECF No. 232-1 ¶ 7. Stromberg filed an unopposed motion for preliminary approval of the  
 4 agreement and preliminary certification of a settlement class. ECF No. 232. On May 23, 2019,  
 5 the Court denied the motion without prejudice and deferred ruling on preliminary class  
 6 certification until the parties presented a settlement that merited preliminary approval. ECF No.  
 7 245. Stromberg filed a renewed motion for preliminary approval on July 19, 2019. ECF No. 246.  
 8 The Court granted preliminary approval and provisional class certification on September 9, 2019.  
 9 ECF No. 252.

10 Stromberg filed an unopposed motion for attorney’s fees, costs, and an incentive award on  
 11 October 15, 2019, ECF No. 253, and an unopposed motion for final approval of the class action  
 12 settlement on December 20, 2019, ECF No. 256.

### 13 **C. Terms of the Settlement Agreement**

14 The proposed settlement agreement (“Settlement”) resolves claims between all three  
 15 Defendants and the settlement class, defined as follows:

16 (1) [A]ll individuals with loans secured by a deed of trust on real  
 17 property located in California whose loan was paid in full between  
 18 August 4, 2014 and April 30, 2018, where (2) Ocwen serviced the  
 19 loan at the time of payoff; (3) one of the Defendants, or a predecessor  
 20 entity or affiliate, was the owner, investor, original beneficiary,  
 beneficiary of record, or current beneficiary; and (4) the reconveyance  
 documents were not provided to the trustee within thirty (30) days of  
 payoff.

21 ECF No. 246-2 (“Settlement”) § 3.1. The Class excludes “(i) individuals who are or were officers  
 22 or directors of the Defendants or any of their respective affiliates; (ii) any judge of the Court, their  
 23 spouses, and persons within the third degree of relationship to either of them, or the spouses of  
 24 such persons.” *Id.*

25 Under the Settlement, Defendants agree to pay \$575,000 (the “Settlement Amount”) into a  
 26 settlement fund that will be distributed to the class. *Id.* § 4.1.<sup>2</sup> The Settlement provides that the

27 \_\_\_\_\_  
 28 <sup>2</sup> MSPB’s affiliate Morgan Stanley Mortgage Holding Co., LLC, will contribute \$205,000 to the  
 fund and Ocwen and Citizens combined will provide the remaining \$370,000. Settlement § 4.1.

1 costs of settlement administration will be deducted from the settlement fund. *Id.* §§ 4.2, 5.1. The  
 2 parties' proposed Settlement Administrator, American Legal Claim Services, LLC ("ALCS"),  
 3 estimates that administrative costs will not exceed \$10,000. ECF No. 246-3 at 5. The Settlement  
 4 also provides that class counsel may apply to the Court for an award of attorneys' fees and costs  
 5 not to exceed \$275,000, which will be deducted from the settlement fund, Settlement § 6.1, and  
 6 that Stromberg may apply to the Court for a case contribution award not to exceed \$5,000, which  
 7 will also be deducted from the settlement fund, *id.* § 7.1.

8 The Settlement Amount, less administrative costs, attorneys' fees and costs, and a case  
 9 contribution award, will be distributed on a pro rata basis, with each loan (and its participating  
 10 holders) receiving an equal share. *Id.* § 4.2. In other words, "for each loan . . . , the same amount  
 11 of money will be paid, irrespective of whether there are one, two, or more borrowers on the loan."  
 12 *Id.* The number of loans held by class members is 860,<sup>3</sup> and notices representing 856 loans were  
 13 deemed delivered during the notice period. ECF No. 256 at 10; ECF No. 256-1 ¶ 8. Assuming all  
 14 loan holders who received notices cash their settlement checks, approximately \$333 will be  
 15 allocated to each loan. ECF No. 256 at 10. If there are unclaimed funds due to the inability to  
 16 locate a class member or a class member's failure to cash a settlement check, the funds will be re-  
 17 distributed to those class members who were located or, to the extent that any sums remain in the  
 18 settlement fund following such redistribution, paid on a *cy pres* basis to Self-Help Enterprises.  
 19 Settlement § 4.3.

20 In exchange, class members will release the following claims against Defendants<sup>4</sup>:

21 [A]ny and all claims, actions, causes of action, offsets or liabilities,  
 22 whether known or unknown, suspected or unsuspected, contingent or  
 23 matured, which Stromberg or any . . . Class Member has had, now  
 has, or may in the future have arising out of or connected in any way

24 <sup>3</sup> Ocwen originally reported the number of loans held by class members to be 867, but later  
 25 identified seven duplicates. ECF No. 256 at 10 n.2.

26 <sup>4</sup> The releases apply against "(i) MSPBNA, Ocwen or Citizens, (ii) each of their parents,  
 27 subsidiaries, affiliates, investors, acquired companies, predecessors, or successors, (iii)  
 28 beneficiaries or assignees of paid-off loans or deeds of trust serviced by Ocwen, and (iv) each  
 officer, director, insurer, employee, agent, principal, investor, and attorney of each released  
 corporation or entity." Settlement § 11.2.

1 with the alleged failure to execute and deliver to the Trustee the  
 2 original note, deed of trust, request for a full reconveyance or other  
 3 documents as may be necessary to reconvey, or cause to be  
 4 reconveyed, a deed of trust securing the paid-off loans that are the  
 5 basis for their identification as class members.

6 *Id.* § 11.3. In addition, Stromberg will release a broader scope of individual claims: “all claims,  
 7 actions, causes of action, offsets and liabilities, whether known or unknown, suspected or  
 8 unsuspected, contingent or matured, which Stromberg has had, now has or may in the future have  
 9 arising out of or connected in any way with the loan which is the subject of the Litigation.” *Id.*

10 § 11.4. “In agreeing to this Release, [Stromberg] explicitly acknowledges that unknown losses or  
 11 claims could possibly exist and that any present losses may have been underestimated in amount  
 12 or severity.” *Id.* The Release does not include Stromberg’s “claims against Ocwen only, both on  
 13 her own behalf and on the behalf of putative class members in the Litigation who are not Multi-  
 14 Defendant Settlement Class Members.” *Id.* § 11.9.<sup>5</sup>

15 The required notice to federal and state attorneys general under the Class Action Fairness  
 16 Act of 2005, 28 U.S.C. § 1715(b), was sent on July 29, 2019. ECF No. 250 at 5. This notice  
 17 occurred more than 90 days before the date of this order, as required by 28 U.S.C. § 1715(d).

## 18 **II. FINAL APPROVAL OF CLASS ACTION SETTLEMENT**

19 “The claims, issues, or defenses of a certified class may be settled . . . only with the court’s  
 20 approval.” Fed. R. Civ. P. 23(e). “Adequate notice is critical to court approval of a class  
 21 settlement under Rule 23(e).” *Hanlon v. Chrysler Corp.*, 150 F.3d 1011, 1025 (9th Cir. 1998),  
 22 *overruled on other grounds by Wal-Mart Stores, Inc. v. Dukes*, 564 U.S. 338 (2011). In addition,  
 23 Rule 23(e) “requires the district court to determine whether a proposed settlement is  
 24 fundamentally fair, adequate, and reasonable.” *Id.* at 1026. To assess a settlement proposal, the  
 25 district court must balance a number of factors:

- 26 (1) the strength of the plaintiffs’ case; (2) the risk, expense,  
 27 complexity, and likely duration of further litigation; (3) the risk of  
 28 maintaining class action status throughout the trial; (4) the amount  
 offered in settlement; (5) the extent of discovery completed and the  
 stage of the proceedings; (6) the experience and views of counsel;  
 (7) the presence of a governmental participant; and (8) the reaction

---

<sup>5</sup> As the parties confirmed at the hearing on their first motion for preliminary approval, this provision preserves Stromberg’s right to appeal the Court’s grant of summary judgment to Ocwen.

of the class members to the proposed settlement.

*Churchill Vill., LLC v. Gen. Elec.*, 361 F.3d 566, 575 (9th Cir. 2004). There is no governmental participant in this case, so the Court need not consider that factor.

**A. Adequacy of Notice**

“The class must be notified of a proposed settlement in a manner that does not systematically leave any group without notice.” *Officers for Justice v. Civil Serv. Comm’n of City & Cty. of S.F.*, 688 F.2d 615, 624 (9th Cir. 1982) (citation omitted). The Court approved the parties’ proposed notice procedures when it granted preliminary approval. ECF No. 252 at 5, 12.

ALCS, the settlement administrator, carried out the notice procedures as outlined in the preliminary approval order. *Id.* at 5; ECF No. 256-1. ALCS compiled a mailing list based on a spreadsheet provided by Defendants. ECF No. 256-1 ¶ 3. ALCS checked all mailing addresses against the National Change of Address database maintained by the United States Postal Service (“USPS”) and certified them via the Coding Accuracy Support System and Delivery Point Validation to ensure accuracy. *Id.* ¶ 5. On October 9, 2019, ALCS sent notice via USPS mail to 1,510 class members. *Id.* ¶¶ 4-6. After 118 notices were returned as undeliverable, ALCS re-mailed 102 notices using forwarding information or an updated address found through commercially reasonable means. *Id.* ¶ 8. At the time ALCS submitted its declaration to the Court, 16 notices were deemed undeliverable. *Id.* In sum, ALCS successfully delivered notice to 98.94 percent of settlement class members. *Id.* ¶ 9. ALCS also established an email account and toll-free number for class member inquiries, as well as a website that mirrored the notice. *Id.* ¶ 12.

In light of these actions, and the Court’s prior order granting preliminary approval, the Court finds that the parties have provided adequate notice to class members.

**B. Fairness, Adequacy, and Reasonableness**

Except for the reaction of class members, the Court analyzed the necessary factors and found the settlement to be fair, adequate, and reasonable when it granted preliminary approval of the agreement. ECF No. 252 at 11-12. The Court likewise found it proper to provisionally certify the proposed settlement class. *Id.* at 5-9.

With the settlement before the Court for final approval, the Court finds no reason to alter

1 either of these conclusions now that class members have been provided notice and an opportunity  
 2 to be heard.<sup>6</sup> The reaction of the class was universally favorable. No class member has filed an  
 3 objection to the settlement, nor has any class member opted out. ECF No. 256-1 ¶¶ 10-11; ECF  
 4 No. 256 at 8. “[T]he absence of a large number of objections to a proposed class action settlement  
 5 raises a strong presumption that the terms of a proposed class settlement action are favorable to the  
 6 class members.” *In re Omnivision Techs., Inc.*, 559 F. Supp. 2d 1036, 1043 (N.D. Cal. 2008)  
 7 (citation omitted); *see also Churchill Vill.*, 361 F.3d at 577 (holding that approval of a settlement  
 8 that received 45 objections (0.05 percent) and 500 opt-outs (0.56 percent) out of 90,000 class  
 9 members was proper).

10 After reviewing all of the required factors, the Court continues to find the settlement to be  
 11 fair, reasonable, and adequate, and certification of the settlement class to be proper. Stromberg’s  
 12 motion for final approval of the settlement is granted.

### 13 **III. ATTORNEY’S FEES AND COSTS**

#### 14 **A. Attorney’s Fees**

15 “Where a settlement produces a common fund for the benefit of the entire class, courts  
 16 have discretion to employ either the lodestar method or the percentage-of-recovery method” to  
 17 determine the reasonableness of attorney’s fees. *In re Bluetooth Headset Prods. Liab. Litig.*, 654  
 18 F.3d 935, 942 (9th Cir. 2011). “Because the benefit to the class is easily quantified in common-  
 19 fund settlements,” the Ninth Circuit permits district courts “to award attorneys a percentage of the  
 20 common fund in lieu of the often more time-consuming task of calculating the lodestar.” *Id.*  
 21 “Applying this calculation method, courts [in the Ninth Circuit] typically calculate 25% of the  
 22 fund as the ‘benchmark’ for a reasonable fee award, providing adequate explanation in the record  
 23 of any ‘special circumstances’ justifying a departure.” *Id.* (citing *Six (6) Mexican Workers v. Ariz.*  
 24 *Citrus Growers*, 904 F.2d 1301, 1311 (9th Cir. 1990)). The benchmark should be adjusted when  
 25 the percentage recovery would be “either too small or too large in light of the hours devoted to the  
 26

---

27 <sup>6</sup> The only change in the agreement seems to be the number of loans Ocwen identified as held by  
 28 class members, which has been reduced from 867 to 860. ECF No. 256 at 10 n.2. As Stromberg  
 points out, Ocwen gained no benefit from this reduction as the settlement is non-reversionary. *Id.*  
 This change does not implicate the fairness, adequacy, or reasonableness of the settlement.

1 case or other relevant factors.” *Six (6) Mexican Workers*, 904 F.2d at 1311.

2 When using the percentage-of-recovery method, courts consider a number of factors,  
 3 including whether class counsel “‘achieved exceptional results for the class,’ whether the case was  
 4 risky for class counsel, whether counsel’s performance ‘generated benefits beyond the cash  
 5 settlement fund,’ the market rate for the particular field of law (in some circumstances), the  
 6 burdens class counsel experienced while litigating the case (e.g., cost, duration, foregoing other  
 7 work), and whether the case was handled on a contingency basis.” *In re Online DVD-Rental*  
 8 *Antitrust Litig.*, 779 F.3d 934, 954-55 (9th Cir. 2015) (quoting *Vizcaino v. Microsoft Corp.*, 290  
 9 F.3d 1043, 1047-50 (9th Cir. 2002)). Moreover, the Ninth Circuit has “encouraged courts to guard  
 10 against an unreasonable result by cross-checking their calculations against a second method.” *In*  
 11 *re Bluetooth*, 654 F.3d at 944; *see also Vizcaino*, 290 F.3d at 1050 (“Calculation of the lodestar,  
 12 which measures the lawyers’ investment of time in the litigation, provides a check on the  
 13 reasonableness of the percentage award.”).

14 Class counsel seek a fee award of approximately 42.3 percent of the common fund, or  
 15 \$243,414.84. ECF No. 253 at 14, 15. This amount is less than 21 percent of class counsel’s  
 16 \$1,176,537.50 lodestar amount, representing 1,723 hours spent litigating the case.<sup>7</sup> *Id.* at 14, 29;  
 17 ECF Nos. 253-1 ¶¶ 14, 20; 253-3 ¶ 8; 253-4 ¶ 4; 253-5 ¶ 6. Now that class counsel has provided a  
 18 specific lodestar figure and information to support it, the Court finds that the briefs and  
 19 declarations submitted in connection with the motion for final approval and motion for fees  
 20 adequately support this calculation. Although the requested award represents a percentage of the  
 21 common fund far in excess of the 25 percent benchmark, the Court concludes that the award is  
 22 warranted in this case.

23 Stromberg argues that the requested attorney’s fees are reasonable when analyzed under  
 24 either the lodestar or the common fund method, noting that the requested award is a fraction of the

26 \_\_\_\_\_  
 27 <sup>7</sup> The adjusted lodestar breakdown provided by counsel is as follows: Berger Montague, 511  
 28 hours, \$368,500, ECF No. 253-3; Klafter Olsen & Lesser, 324.5 hours, \$160,623, ECF No. 253-4  
 (calculations incorrect); ECF No. 253 at 14 n.4 (correcting calculations); National Consumer Law  
 Center, 274.6 hours, \$183,220, ECF No. 253-5; Schneider Wallace, 613.2 hours, \$464,194.50,  
 ECF No. 253-1.

1 already reduced lodestar amount. ECF No. 253 at 15, 28. In Stromberg’s view, the hours  
2 expended were reasonable based on the results achieved and the work performed. *Id.* at 30.  
3 Stromberg emphasizes the average recovery amount per class members, which is 66 percent of the  
4 maximum they could have recovered at trial; the challenges and complexity counsel faced in  
5 pursuing this action; and the particular risk counsel took on by litigating a novel claim on a  
6 contingency basis for more than three years. *Id.* 18-28.

7 The Court first performs a cross-check of the requested fee award against the lodestar,  
8 given its significance in this case. In calculating their lodestar, class counsel excluded hours  
9 expended on unsuccessful efforts to oppose Ocwen’s motion for summary judgement, pursue  
10 Stromberg’s Rule 56(d) motion, and oppose Ocwen’s motion to strike class allegations, as well as  
11 other tasks. ECF No. 253 at 15. Stromberg cites to other cases in this district where similar  
12 billing rates have been approved for similarly experienced attorneys. *Id.* at 31. Class counsel  
13 submitted declarations and documents describing the breadth of experience and skill of the  
14 attorneys in this case. ECF No. 253-2 at 2-9; ECF No. 253-3 at 9-77; ECF No. 253-4 at 6-10;  
15 ECF No. 253-5 ¶¶ 1-5. For purposes of the lodestar cross-check the Court finds that the billing  
16 rates and hours billed are reasonable.

17 Notably, the award is less than 21 percent of class counsel’s lodestar. ECF No. 253 at 14.  
18 This greatly “contrasts with the majority of common fund settlements, in which the fees awarded  
19 are typically greater than, or a multiple of, counsel’s lodestar.” *Flores v. TFI Int’l, Inc.*, No. 12-  
20 cv-05790-JST, 2019 WL 1715180, at \*10 (N.D. Cal. Apr. 17, 2019); *see also Vizcaino*, 290 F.3d  
21 at 1051 n.6 (a majority of common fund cases had fee multipliers ranging from 1.5 to 3). This  
22 Court has previously found that an award exceeding 25 percent is reasonable where the total fee  
23 award is lower than the lodestar calculation. *See Bennett v. SimplexGrinnel LP*, No. 11-cv-  
24 01854-JST, 2015 WL 12932332, at \*6-7 (N.D. Cal. Sept. 3 2015) (awarding attorney’s fees of  
25 38.8 percent of the common fund and 59.7 percent of counsel’s lodestar); *Flores*, 2019 WL  
26 1715180, at \*10 (awarding attorney’s fees of 61 percent of the total amount paid by defendants  
27  
28

1 and 83 percent of counsel’s lodestar).<sup>8</sup> Here, comparison with the lodestar weighs heavily in favor  
2 of granting the requested award.

3 Second, as Plaintiff points out and this Court noted in its order denying preliminary  
4 approval of the first settlement proposal, class counsel obtained “a substantial recovery  
5 unburdened by an unnecessary claims process.” ECF No. 245 at 7. The final recovery for class  
6 members will be approximately \$333 per loan – about two-thirds of the \$500 available by statute.  
7 ECF No. 256 at 10. The positive response from class members further bolsters the conclusion that  
8 this was a favorable result. *See* ECF No. 256-1 ¶¶ 10-11.

9 Further, though contingency litigation is “the nature of the beast,” the Court considers the  
10 risk class counsel assumed by litigating this case on a contingency basis for more than three years.  
11 *See Bennett*, 2015 WL 12932332, at \*6. This risk was heightened given that this action arose  
12 under a statutory provision that was, as counsel notes, “largely untested in prior litigation and of  
13 first impression.” ECF No. 253 at 23. The Court also notes that this case has been fiercely  
14 litigated and that counsel faced numerous complexities, including the need for supplemental  
15 briefing on a post-filing decision by the United States Supreme Court and a dispute over which  
16 defendants were true beneficiaries or assignees of the deed of trust on Stromberg’s loan. *Id.* at 22-  
17 23. The parties engaged in substantial motion practice and discovery, including briefing motions  
18 to dismiss and strike, a motion for summary judgment, a motion for class certification, discovery  
19 disputes, and an in-person settlement conference before Chief Magistrate Judge Joseph C. Spero.  
20 *Id.* at 24.

21 In sum, though the requested attorney’s fee award exceeds the benchmark, the award is  
22 reasonable given the risk and complexity of this case, the lodestar cross-check, and the outcome  
23 for class members. *See Wren v. RGIS Inventory Specialists*, No. C-06-05778-JCS, 2011 WL  
24 1230826, at \*28-29 (N.D. Cal. Apr. 1, 2011) (finding attorney’s fee award of 42 percent of the  
25 total settlement reasonable given complexity and duration of litigation, counsel’s skill and  
26

---

27 <sup>8</sup> Though *Flores* analyzed a settlement that was not structured as a prototypical common fund, this  
28 Court found it proper to consider payments as “coming out of one constructive common fund.”  
2019 WL 1715180, at \*10 n.11 (citation omitted).

1 experience, results achieved, and the positive reaction of the class).

2 Accordingly, the Court awards attorney's fees in the amount of \$243,414.84.

3 **B. Costs**

4 Counsel request reimbursement of \$31,585.16 in litigation expenses. ECF No. 253 at 33.  
5 Plaintiffs may recover pre-settlement litigation costs in class action settlements, and expenses that  
6 are typically billed to paying clients are compensable. *Bennett*, 2015 WL 12932332, at \*7. Class  
7 counsel provided declarations breaking down the categories of claimed costs, including legal  
8 research, deposition and other transcripts, filing and service fees, delivery and postage,  
9 reproduction costs, and travel expenses. ECF No. 253-1 ¶ 18; ECF No. 253-3 ¶ 12, ECF No. 253-  
10 4 ¶ 6. Because the requested costs appear reasonable, the Court will grant reimbursement of them  
11 in full.

12 **IV. INCENTIVE AWARD**

13 Finally, Stromberg requests an incentive award of \$5,000. ECF No. 253 at 32. Incentive  
14 awards are “discretionary ... and are intended to compensate class representatives for work done  
15 on behalf of the class, to make up for financial or reputational risk undertaken in bringing the  
16 action, and sometimes, to recognize their willingness to act as a private attorney general.”  
17 *Rodriguez v. W. Publ'g Corp.*, 563 F.3d 948, 958-59 (9th Cir. 2009) (internal citation omitted).  
18 Courts evaluate incentive awards individually, “using relevant factors including the actions the  
19 plaintiff has taken to protect the interests of the class, the degree to which the class has benefited  
20 from those actions, the amount of time and effort the plaintiff expended in pursuing the litigation  
21 and reasonable fears of workplace retaliation.” *Staton v. Boeing Co.*, 327 F.3d 938, 977 (9th Cir.  
22 2003) (internal quotations, alternations, and citations omitted). Indeed, “courts must be vigilant in  
23 scrutinizing all incentive awards to determine whether they destroy the adequacy of the class  
24 representatives.” *Radcliffe v. Experian Info. Sols., Inc.*, 715 F.3d 1157, 1164 (9th Cir. 2013). “To  
25 determine the reasonableness of an incentive payment, courts consider the proportionality between  
26 the incentive payment and the range of class members' settlement awards.” *Dyer v. Wells Fargo*  
27 *Bank, N.A.*, 303 F.R.D. 326, 335 (N.D. Cal. 2014). An award of \$5,000 “is presumptively  
28 reasonable.” *Id.*

1 Class counsel submitted a declaration detailing Stromberg’s contribution to this case. ECF  
2 No. 253-3 ¶¶ 14-18. Attorney Eric Lechtzin declares that Stromberg “took very real steps to  
3 advance the interests of the Settlement Class in this litigation.” *Id.* ¶ 15. Lechtzin further declares  
4 that Stromberg commenced the action; conducted research and investigation to locate experienced  
5 legal counsel; worked closely with counsel to provide necessary information; reviewed pleadings;  
6 gathered documents; spent hours responding to discovery and preparing for her day-long  
7 deposition; and attended an in-person settlement conference. *Id.* Counsel describes Stromberg’s  
8 participation as excellent, diligent, and prompt. ECF No. 253 at 32. Weighing the relevant factors  
9 and considering the requested award, the Court will award \$5,000 to Stromberg.

10 **CONCLUSION**

11 The Court GRANTS final approval of the proposed settlement and GRANTS Stromberg’s  
12 motion for \$243,414.84 in attorney’s fees, \$31,585.16 in costs, and a \$5,000 incentive award. The  
13 Clerk shall enter judgment and close the file.

14 **IT IS SO ORDERED.**

15 Dated: March 5, 2020

16   
17 \_\_\_\_\_  
18 JON S. TIGAR  
19 United States District Judge

United States District Court  
Northern District of California

20  
21  
22  
23  
24  
25  
26  
27  
28