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UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA—WESTERN DIVISION

OMAR VARGAS, ROBERT  
BERTONE, MICHELLE HARRIS, and  
SHARON HEBERLING individually,  
and on behalf of a class of similarly  
situated individuals,

Plaintiffs,

v.

FORD MOTOR COMPANY,

Defendant.

Case No. CV12-08388 AB (FFMx)

The Hon. André Birotte Jr.

**JASON DEBOLT'S NOTICE OF  
MOTION AND MOTION FOR  
ATTORNEY'S FEES, COSTS, AND  
APPROVAL OF SERVICE AWARD;  
MEMORANDUM OF POINTS AND  
AUTHORITIES IN SUPPORT  
THEREOF**

Date: February 28, 2020

Time: 10:00 a.m.

Place: Courtroom 7B

**TO THE COURT, ALL PARTIES, AND THEIR ATTORNEYS OF RECORD:**

**PLEASE TAKE NOTICE** that on February 28, 2020, at 10:00 a.m., in Courtroom 7B of the above-captioned Court, located at 350 West First Street, Los Angeles, CA 90012, the Honorable André Birotte Jr. presiding, class member Jason A. DeBolt (“DeBolt”) will and hereby does move this Court to award attorney’s fees and a service payment, as authorized by the parties’ agreement. DeBolt seeks—and Ford has agreed to pay—reasonable attorneys’ fees in the amount of \$98,360<sup>1</sup> and a service award of \$5,000.

This Motion is based on: (1) this Notice of Motion and the incorporated Memorandum in Support; (2) the attached Declaration of George W. Cochran with exhibit; (3) the attached [Proposed] Order; (4) the records, pleadings, and papers filed in this action; and (5) such other documentary and oral evidence or argument as may be presented to the Court at the hearing of this Motion.

In compliance with L.R. 7-3, DeBolt contacted opposing counsel to discuss the substance of these motions at least seven (7) days before they were filed. Having previously stipulated to their non-opposition in the Agreement, Plaintiffs and Ford reaffirmed their support.

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<sup>1</sup> DeBolt is not seeking reimbursement of expenses totaling \$1,545.00.

## **INTRODUCTION**

In light of DeBolt's significant enhancements to the class settlement on behalf of former owners, the parties support his request for attorney's fees of \$98,340 and a \$5,000 service award. To avoid further delays in the class distribution, DeBolt also agreed to waive several objections to the original settlement that have never been addressed on the merits. With this motion, DeBolt now seeks the Court's approval of the agreed-upon compensation for benefiting this segment of the class.

## **PROCEDURAL HISTORY**

This class action consolidated three cases brought against Ford, seeking damages and injunctive relief under a variety of statutory and common-law claims on behalf of a class of consumers who bought or leased a 2011-2016 Ford Fiesta or 2012-2016 Ford Focus equipped with the PowerShift transmission. On April 25, 2017, the Court granted preliminary approval of the settlement negotiated by Plaintiffs and Ford. On July 7, 2017, the Claims Administrator mailed a Court-approved postcard to class members advising them of the settlement, the settlement website, and instructions regarding potential claims. The Final Fairness hearing was held on October 2, 2017.

Over the separate objections of class members Jason DeBolt ("DeBolt") (ECF No. 167) and Lott, Lutz, Olivant and Slomine ("Lott Objectors") (ECF No. 151) (collectively "Objectors"), the Court granted final approval of the settlement and fee

motion on October 18, 2017 (ECF Nos. 193 and 196). By separate order, the Court declined to consider the merits of DeBolt's objections because he had not disclosed details regarding his attorney's representation of other objectors in past settlements (ECF No. 192). In addition to calling for closer scrutiny of the settlement's fairness, DeBolt's 22-page Notice of Objections presented four substantive arguments: (1) There should be a minimum award based solely on sworn statement of car ownership (including former owners)<sup>2</sup>; (2) Limiting qualified inspections, repairs and replacements to Ford dealers is unreasonable; (3) Failing to notify class members of the class release's broad parameters violates Cal. Civ. Code § 1542; and (4) Class counsel's fee request is excessive.

DeBolt and the Lott Objectors timely appealed (ECF Nos. 226 and 222). On September 13, 2019, the Ninth Circuit Court of Appeal set aside the order granting final approval of the settlement with instructions to provide more detailed reasoning on remand (ECF No. 272). In light of this procedural disposition, the Ninth Circuit had "no occasion to consider Objector DeBolt's separate arguments for vacatur." (ECF No. 226 at 6).

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<sup>2</sup> DeBolt was the sole objector to raise this argument with the district court. He also volunteered to serve as representative plaintiff for the newly-established subclass of former owners.

This Court responded to the remand order on October 22, 2019, reaffirming its preliminary approval of the original settlement and acknowledging the parties' desire to resolve the Objectors' concerns through private mediation (ECF No. 276). It also ordered the following briefing schedule: Plaintiffs' renewed motion for final approval and fees by January 24, 2020, Objectors' opposition by January 31, 2019,<sup>3</sup> and Plaintiffs' Reply by February 7, 2020. The Court set the new fairness hearing for February 28, 2020 at 10 a.m.

On December 9, 2019, Plaintiffs and Ford conducted a mediation with the Objectors before Professor Eric B. Green (the same highly-respected mediator who assisted the parties in the original class settlement). After extensive negotiations, the parties reached an agreement in principle which was memorialized in the parties' Agreement.<sup>4</sup> As part of the Agreement, Plaintiffs and Ford summarized their settlement with the Objectors.<sup>5</sup> There are three basic terms to DeBolt's settlement:

1. DeBolt's primary contribution to the class (i.e. that former owners of qualified vehicles who were releasing Ford from liability without any relief are now eligible to receive qualified compensation) will be acknowledged by all parties in the Agreement.

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<sup>3</sup> Only class members who objected to the class settlement by September 5, 2017 may oppose the motion for final approval of the amended settlement and renewed motion for attorneys' fees. No objections were filed by the court's stated deadline.

<sup>4</sup> The amendments to the settlement agreement are set forth in Exhibit 2 to the declaration of Ryan Wu. (ECF No. 279-1).

<sup>5</sup> See, Agreement, at 2-3.

2. In recognition of DeBolt's contribution, the parties will not oppose his request for \$98,340 in attorney's fees and a service award of \$5,000. Ford's obligation to fund the awards, however, is subject to this Court's approval.
3. To avoid further delays in the class distribution, DeBolt will also waive the right to object to the fairness of the amended class settlement and reasonableness of class counsel's renewed motion for attorney's fees.

## **ARGUMENT<sup>6</sup>**

DeBolt's motions should be granted under the relevant facts and applicable law. Rule 23(e)(5)(B) of the Federal Rules of Civil Procedure requires court approval before any "payment or other consideration may be provided in connection with [] forgoing or abandoning an objection []." The amended Rule, effective December 1, 2019, does not describe the standard for approving an objector's compensation in exchange for waiving his objection right. Rule 23(h), on the other hand, provides that the Court may award reasonable attorneys' fees in a class action "authorized [] by the parties' agreement."

The Ninth Circuit has held that class members who provide a material benefit to the class through their objections are entitled to fees as a matter of law. *Rodriguez v. Disner*, 688 F.3d 645, 658-59 (9th Cir. 2012) (finding that district court erred in denying fees to objectors' counsel "in light of the benefit they conferred on the class"); see also *Vizcaino v. Microsoft Corp.*, 290 F.3d 1043, 1052 (9th Cir. 2002)

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<sup>6</sup> Because the Lott Objectors' motion provides a detailed analysis of the factors relevant to fee and service awards in this Circuit, DeBolt incorporates their arguments by reference in the interest of judicial economy.

(recognizing objectors' entitlement to fees based on "a showing that the objectors substantially enhanced the benefits to the class under the settlement"); *Horton v. USAA Cas. Ins. Co.*, 266 F.R.D. 360, 364 (D. Ariz. 2009) ("Courts have the authority to award attorneys' fees to objectors who confer a benefit upon the class."); *In re Leapfrog Enterprises, Inc., Securities Litigation*, 2008 WL 5000208,\*2 (N.D. Cal. 2008) ("Counsel for objectors who confer a benefit upon the class are entitled to an award of reasonable attorneys' fees and expenses."). Likewise, payment of a service award to a class member may be justified for undertaking the risk and expense of litigation to advance the class' interests. *Rodriguez v. W. Pub. Corp.*, 563 F.3d 948, 958-59 (9th Cir. 2009).

For several reasons, DeBolt qualifies for both awards. First, his contribution to the amended class settlement resulted in two specific enhancements with significant potential economic benefit for former owners of qualified vehicles. Second, waiving his right to assert several substantive objections eliminates the risk of vacating the amended settlement on appeal. Third, the Claims Administrator can begin making class distributions sooner. Finally, this Court's approval will honor the parties' intent while avoiding an inequitable result.

The agreed-upon compensation is reasonable under both Civ.R. 23(e)(5)(B) and Civ.R. 23(h). "Courts in this circuit determine attorney's fees in class actions using either the lodestar method or the percentage-of-recovery method." *In re*

*Hyundai*, 926 F.3d at 570. The lodestar method “begins with the multiplication of the number of hours reasonably expended by a reasonable hourly rate.” *Id.* That figure may then be adjusted to account for factors such as “the quality of the representation, the benefit obtained for the class, the complexity and novelty of the issues presented, and the risk of nonpayment.” *Id.*

Here, the Court should rely on the lodestar method to review the attorneys’ fees because that is how Ford and the DeBolt arrived at the agreed-upon fee, and because it is difficult to estimate the upper bound of the value of an uncapped settlement, especially where additional class members are likely to become eligible for relief in the future. Because the awards will be paid exclusively by Ford, neither will the payments reduce the settlement fund or raise concerns about collusion. (*See*, Official Comment to Civ.R 23(e)(5)(B) (“And class counsel sometimes may feel that avoiding the delay produced by an appeal justifies providing payment or other consideration to these objectors”)) (emphasis added).

Here, DeBolt expended significant time and labor advancing his objections, prosecuting the appeal, and negotiating the instant settlement. In total, Ford has agreed to pay DeBolt for a total of 163.9 hours expended by his attorney through December 8, 2019, as set forth in detail in the billing record attached as an exhibit to the Declaration of George W. Cochran. (*See*, Dec. of George W. Cochran, Exhibit A). His fee bill does not include all hours dedicated to this matter. Rather,



counsel for DeBolt has exercised billing judgment in “a good faith effort to exclude from [the] fee request hours that are excessive, redundant, or otherwise unnecessary.” *Hensley v. Eckerhart*, 461 U.S. 424, 434 (1983). For example, Mr. Cochran did not record time for short emails and conversations with his client or class counsel. Moreover, the hours for which the DeBolt seeks compensation cut off as of late December 2019, even though counsel spent considerable time during January 2020 reviewing the amendments to the settlement agreement, drafting the notice of withdrawal of objections and non-opposition to final approval, and preparing this motion and its attachments. In addition, counsel will attend the fairness hearing on February 28, 2020. Finally, Cochran’s legal work is not duplicative of the work performed by the Lott Objectors. DeBolt was the only objector to advocate for offering some compensation for former owners in exchange for releasing Ford from liability.<sup>7</sup> It appears the Lott Objectors subsequently included DeBolt’s argument in their opening brief on appeal.

Accordingly, the Court should award DeBolt the full number of hours his counsel reasonably billed. (holding that lawyers who achieve excellent results “should recover a fully compensatory fee,” which typically “encompass[es] all hours reasonably expended on the litigation”). *Hensley*, 461 U.S. at 435. DeBolt’s

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<sup>7</sup> Because no named plaintiff was a former owner, DeBolt also volunteered to represent that subclass if necessary for class certification.

legal work was not merely administrative or ministerial, but involved complex legal issues. Specifically, he filed substantive objections regarding the settlement; conducted significant research on several difficult issues; perfected an appeal; researched and drafted an opening brief; analyzed Plaintiffs' answer brief; researched and drafted a reply brief (citing over 40 cases in total); and participated in intensive mediation.

The requested fee is also justified by the results achieved. DeBolt conferred substantial benefits by improving the terms of the settlement in ways that both increase the settlement's value to the class and expand the number of class members eligible for relief. Specifically, DeBolt contributed to the enhancement of benefits for former owners of qualified vehicles in two ways:<sup>8</sup>

- Extending to former owners the six-year/180-day statute of limitations for vehicle repurchase claims.<sup>9</sup>
- Extending to former owners the provision that requires a buyback under certain circumstances even if not required under state lemon law.

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<sup>8</sup> Plaintiffs' counsel also informed DeBolt he indirectly contributed to the creation of a new category of claimants who can now satisfy their eligibility by sworn statement alone.

<sup>9</sup> As to former owners, "repurchase" does not involve a return of the vehicle because it is no longer in the possession of the class member. Instead, it is a refund of their purchase price less the amount they recovered when they sold the vehicle.

As confirmation of the value of DeBolt's contributions, the Agreement expressly affirms his role in improving the class settlement and made him and his counsel signatories. Although it is difficult to quantify the economic impact of DeBolt's contributions, the parties do not contest that the agreed-upon fee is reasonable. The compensation of counsel relative to his lodestar further bolsters the fairness of his fee request. DeBolt's itemized fee statement (as of December 8, 2019) is \$81,950, resulting in a multiplier of 1.2. Both his hourly rate and multiplier are within the range of reasonableness, as the Court previously found when it approved class counsel's original fee request (ECF No. 196 at 2-3).

Moreover, the settlement is in the best interests of the class, as it will permit distribution of settlement funds sooner. That will only be possible if the Court finally approves the amended class settlement and renewed fee motion without an appeal. Standing alone, accelerating payment to the class may not be a justifiable reason to approve the agreed-upon fee. When combined with these other factors, however, it tilts the balance in favor of approval.

Finally, equitable considerations further tip the scales in favor of granting DeBolt's fee request. Because he also agreed to withdraw his remaining objections, amended Rule 23 mandates prior court approval. (*See*, F.R.C.P. 23(e)(5)(B)). The official comment explains the judicial concern:

Good-faith objections can assist the court in evaluating a proposal under Rule 23(e)(2). It is legitimate for an objector to seek payment for providing such assistance under Rule 23(h).

But some objectors may be seeking only personal gain, and using objections to obtain benefits for themselves rather than assisting in the settlement-review process. At least in some instances, it seems that objectors—or their counsel—have sought to obtain consideration for withdrawing their objections or dismissing appeals from judgments approving class settlements. And class counsel sometimes may feel that avoiding the delay produced by an appeal justifies providing payment or other consideration to these objectors. Although the payment may advance class interests in a particular case, allowing payment perpetuates a system that can encourage objections advanced for improper purposes.

According to the amended rule’s stated purpose, the need for DeBolt to obtain court approval was triggered the moment Ford agreed to pay his legal fees and service award. Due to the impending fairness hearing, however, the parties required DeBolt to rescind his objection rights before the Court rules on his motion.

## **CONCLUSION**

For the foregoing reasons, DeBolt respectfully moves this Court for an Order approving the reasonableness of the Objector Agreement under Civ.R. 23(e)(5)(B), requested attorney’s fees under Civ.R. 23(h), and service award for enhancing the class settlement.

Dated: January 31, 2020

Respectfully Submitted,  
/s/ George W. Cochran  
1385 Russell Drive  
Streetsboro, Ohio 44241  
*Counsel for Class Member Jason A. DeBolt*

# **EXHIBIT A**

George W. Cochran (*PHV application pending*)  
[lawchrist@gmail.com](mailto:lawchrist@gmail.com)  
Law Office Of George W. Cochran  
1385 Russell Drive  
Streetsboro, Ohio 44241  
(330) 607-2187  
Attorney for Jason A. DeBolt

UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA—WESTERN  
DIVISION

OMAR VARGAS, ROBERT  
BERTONE, MICHELLE HARRIS, and  
SHARON HEBERLING individually,  
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v.

FORD MOTOR COMPANY,

Defendant.

Case No. CV12-08388 AB (FFMx)

The Hon. André Birotte Jr.

**DECLARATION OF GEORGE W.  
COCHRAN IN SUPPORT OF JASON  
DEBOLT’S MOTION FOR  
ATTORNEY’S FEES, COSTS, AND  
APPROVAL OF SERVICE AWARD**

Date: February 28, 2020  
Time: 10:00 a.m.  
Place: Courtroom 7B

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**DECLARATION OF GEORGE W. COCHRAN**

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Pursuant to 28 U.S.C. § 1746, I hereby declare as follows:

1. I am a sole practitioner in the Law Office of George W. Cochran, located at 1385 Russell Drive, Streetsboro, Ohio 44241. I am competent to make this Declaration. The facts stated herein are based upon my personal knowledge.

2. I graduated in 1974 from Hiram College. In 1979, I graduated from Case

Western Reserve University School of Law, where I won the Dean's Briefwriting Award and was a semi-finalist in the moot court competition. I was later awarded an M.A. in Ministry Management from Ashland Theological Seminary in 1993. Finally, I earned a Ph.D. in Church Leadership from the Southern Baptist Theological Seminary in 2013.

3. I have been licensed to practice law in Ohio since 1979 and Kentucky since 2009. I am a member in good standing of both. I am also admitted to practice in the Northern District of Ohio, Western District of Kentucky and Eastern District of Kentucky. Finally, I am a member in good standing of the following U.S. Circuit Courts of Appeal: Second, Third, Fourth, Fifth, Sixth, Seventh, Ninth and Tenth.

4. I first began serving as lead counsel in consumer class litigation in 1995. For 24 years, I represented manufactured home park residents in class litigation. Many cases were brought under the auspices of Mobile Justice, Inc., an Ohio nonprofit I formed as Executive Director to extend my support statewide. I have secured far-reaching verdicts that have changed the landscape of manufactured home park law in Ohio. I am now part of a litigation team engaged in a longstanding battle with California's largest park operator over unconscionable lease terms.

5. About ten years ago, I represented my first class member objecting to the fairness of a proposed class action settlement. Since then, I have added this area of specialty to my practice. I have represented the lone objector to a national

settlement on several occasions, and my analysis has aided the court in ensuring the settlement's fairness or reasonableness of class counsel's fee.

5. In representing Jason A. DeBolt, I have incurred 163.9 hours through December 9, 2019 by (without limitation) filing substantive objections regarding the settlement; conducting significant research on several difficult issues; perfecting an appeal; researching and drafting an opening brief; analyzing Plaintiffs' answer brief; researching and drafting a reply brief (citing over 40 cases in total); and participating in intensive mediation. (*See*, Itemized Fee Statement attached hereto as Exhibit 1).

6. The lodestar for these activities is \$81,950, with an average hourly rate of \$500 (usual and customary for attorneys of similar experience in greater Cleveland). In addition, the Court previously found this rate reasonable when it approved class counsel's original fee request (ECF No. 196 at 2-3). While I also incurred \$1,545.00 in expenses, I elected to waive my right to reimbursement.

Dated this the 31st day of January, 2020.

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

/s/ George W. Cochran  
George W. Cochran



**EXHIBIT 1****GEORGE W. COCHRAN**  
Attorney at LawCochran Professional Building  
1385 Russell Drive  
Streetsboro, Ohio 44241Telephone: 330.607-2187  
Facsimile: 330.230.6136  
Email: [lawchrist@gmail.com](mailto:lawchrist@gmail.com)**Omar Vargas, et al. v. Ford Motor Company, No. 2:12-cv-08388 AB (FFMx)**  
Objections of Jason DeBolt  
Itemized Billing Statement Through 12/09/2019

<b>DATE</b>	<b>DESCRIPTION</b>	<b>HOURS</b>
05/16/17	Review & analyze motion for preliminary approval of settlement; review & analyze proposed settlement	4.75
05/17/17	Review & analyze class action complaint	3.25
05/19/17	Legal research re: various issues raised by proposed settlement	7.5
08/15/17	Initial consultation w/ client (Jason DeBolt)	1.5
08/17/17	Continue legal research re: various issues raised by proposed settlement	7.5
08/19/17	Begin initial draft of DeBolt objection to settlement	8.1
08/20/17	Continue drafting DeBolt objection; additional legal research re: same	4.5
08/22/17	Complete initial draft of DeBolt objection	3.25
08/23/17	Review, revise & finalize initial draft of DeBolt objection	
08/24/17	Legal research re: CA Civil Code § 1542	2.5
08/25/17	Review, analyze & evaluate Plaintiffs' motion for attorneys' fees; legal research re: same	5.25
08/26/17	Review settlement class notice; review proposed final order	2.0
08/28/17	Meeting w/client; examine Retail Buyer's Order showing 2014 Ford Focus trade-in for 2015 Chevrolet Traverse with negative value of \$2420.44; go over proposed objections; answer questions; obtain approval for filing objections w/ exhibit	3.75
08/29/17	Review Lurie declaration in support of motion; review Paul declaration in support of motion	1.75
08/30/17	Review, analyze & evaluate Plaintiffs' Motion for Final Approval of Settlement & Supporting	7.25

	Memorandum; begin legal research related to certain issues raised by motion	
09/01/17	Additional legal research re: CA Civil Code § 1542	2.5
09/02/17	File DeBolt objection w/ court	1.0
09/12/17	Review & analyze Public Citizen objection	2.75
09/25/17	Review, analyze & evaluate Plaintiffs' response to objections; legal research re: same; review & evaluate Defendant's BIS of final approval	4.5
10/03/17	Review third administrative report re: opt outs; review pro se motion to intervene	1.25
10/13/17	Review Defendant's motion to invalidate certain opt outs, amend class definition, second notice & extended opt out period	1.5
10/18/19	Review & evaluate final order approving settlement	2.75
10/19/17	Review joint request for revised final order	1.0
11/06/17	Prepare & file pro hac vice application	1.0
11/15/17	Prepare & file notice of appeal	1.0
11/27/19	Review opt outs' ex parte application for enforcement of appellate stay; review Ford's BIO to stay	1.5
12/01/17	Review Plaintiffs' motion to consolidate appeals	1.25
12/07/17	Prepare & file mediation statement	1.0
12/15/17	Begin legal research re: DeBolt opening brief	6.25
12/16/17	Continue legal research re: DeBolt opening brief	4.75
01/07/18	Begin initial draft of DeBolt opening brief	5.5
01/09/18	Continue initial draft of DeBolt opening brief	3.25
01/15/18	Complete initial draft of DeBolt opening brief	1.75
01/27/18	Review, revise & finalize DeBolt opening brief	2.5
01/30/18	Review Appellants' Joint Excerpts of Record, Vol. 1 & Vol. 2	2.25
02/02/18	File DeBolt opening brief; prepare hard copies; review Lott opening brief	1.5
02/23/18	Review Joint Supp. EOR Vol. 1-3; review, analyze & evaluate Plaintiffs' Answer Brief	6.75
03/02/18	Begin initial draft of DeBolt Reply Brief; legal research re: same	4.25
03/03/18	Continue initial draft of DeBolt Reply Brief; additional research re: same	5.5
03/04/18	Complete initial draft of DeBolt Reply Brief	2.25
03/06/18	Review, revise & finalize DeBolt Reply Brief	4.5

UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA—WESTERN DIVISION

OMAR VARGAS, ROBERT  
BERTONE, MICHELLE HARRIS,  
and SHARON HEBERLING,  
individually and on behalf of a class  
of similarly situated individuals,

Plaintiffs,

v.

FORD MOTOR COMPANY,

Defendant.

Case No. 2:12-cv-08388-AB-FFMx  
Hon. Judge André Birotte Jr.

**[PROPOSED] ORDER GRANTING  
DEBOLT'S MOTION FOR  
ATTORNEYS' FEES AND  
APPROVAL OF SERVICE AWARD**

## ORDER

On February 28, 2020 at 10:00 a.m., this Court conducted a hearing on Jason DeBolt's Motion for Attorneys' Fees and Approval of Service Award. Having carefully considered the papers, evidence and arguments presented, the Court finds and orders as follows:

1. Former Objector Jason A. DeBolt seeks attorneys' fees in the amount of \$98,360 and a service award of \$5,000. Ford has agreed to make such payments if approved by the Court. Although authorized by the parties' agreement, the payments sought by DeBolt require court approval under Rule 23(e)(5)(B)(i) because they will be made in connection with the withdrawal of DeBolt's objections. Further, Rule 23(h) requires a court to review the fees and costs sought to ensure that they are fair and proper.

2. The Court finds that the payments sought by DeBolt are justified because his efforts resulted in material changes to the settlement that substantially benefit the class.

3. The Court finds that the payments Ford has agreed to make to DeBolt were separately negotiated after an agreement in principle was reached to improve the terms of the settlement agreement, and payments by Ford to DeBolt

will not diminish the benefits available to the class under the improved settlement agreement because those benefits are uncapped.

4. The Court finds that the attorneys' fees requested are reasonable under the lodestar method for calculating fees, and they are a fraction of the increased value of the settlement resulting from the amendments.

5. The Court finds that application of a multiplier of 1.2 on the lodestar of \$81,950 is appropriate based on the outstanding results achieved, the litigation risk, and the additional hours counsel has worked since the agreement on fees was reached.

6. The Court finds that DeBolt's counsel has voluntarily waived his right to recover the out-of-pocket expenses incurred in this matter.

7. The Court finds that DeBolt should also receive a service payment of \$5,000 for undertaking the risk of objecting to the original settlement agreement and pursuing an appeal to advance the interests of the class.

8. The Court therefore **GRANTS** DeBolt's Motion for Attorneys' Fees and Approval of Service Award and orders Defendant to pay his counsel the total fee award of \$98,360 and a service award in the amount of \$5,000.

**IT IS SO ORDERED.**

Dated: \_\_\_\_\_

\_\_\_\_\_  
Hon. André Birotte, Jr.  
U.S. District Judge

03/07/18	File DeBolt Reply Brief	1.0
03/09/18	Review Lott Reply Brief	1.75
03/13/18	Prepare for settlement discussion	2.25
03/16/18	Attendance at settlement discussion	1.5
03/21/18	Review & evaluate briefing re: Lott depositions; prepare settlement offer	2.75
04/05/18	Prepare for oral argument	5.5
04/08/18	Attendance at oral argument	6.25
05/05/18	Review order denying motion to compel depositions	1.0
11/19/19	Review mediation agreement	1.0
11/29/19	Review Lott mediation statement	1.5
12/04/19	Review Plaintiffs' mediation statement	1.25
12/08/19	Prepare for mediation	2.75
<b>TOTAL</b>		<b>163.9</b>

**163.9 hours X \$500/hr. = \$81,950 lodestar**