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UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLUMBIA

MARK SHAFFER, MARGARET MAULDIN, CHARAFEDDINE ZAITOUN, and MARC LESSIN, Individually and on Behalf of All Others Similarly Situated, Plaintiffs, v. THE GEORGE WASHINGTON UNIVERSITY and THE BOARD OF TRUSTEES OF GEORGE WASHINGTON UNIVERSITY, Defendants.	Civil No. 1:20-cv-01145-RJL

OBJECTION TO PLAINTIFFS' MOTION FOR ATTORNEYS' FEES, COSTS, AND CLASS REPRESENTATIVE SERVICE AWARDS

INTRODUCTION

While Benjamin Heidloff and Matthew West ("Objectors") were disappointed by the onset of the COVID-19 Pandemic, they continued to acquire significant educational benefits from the George Washington University ("GW") during the transition to a virtual environment. From significant discussion time with esteemed faculty, such as a former dean of the international affairs school and with a top space policy official in the previous presidential administration, to a one-on-one meeting with GW President Thomas LeBlanc during a virtual semester, Objectors continued to thrive in the online environment.

Imagine Objectors' surprise, then, when four years after the fact, they received an email from attorneys purporting to represent them in a class action lawsuit they did not know was occurring for harm they did not know they suffered. Objectors were shocked to discover that the attorneys purporting to represent them were mere months away from taking almost $1,800,000.00, while class members like themselves were left with under $200 per person.

OBJECTORS AND JURISDICTION

Objectors are members of the Settlement Class, having been full-time, in-person undergraduate students during the Spring 2020 semester not subject to any enumerated exceptions in paragraph 1.33 of the Settlement Agreement. Copies of Objectors' proof of enrollment are attached in **Exhibit A** as evidence of class membership.[1] Objectors will attend the Final Settlement Hearing.

Under Rule 23(h)(2), "[a] class member . . . may object to the motion [for Attorney's Fees]." FED. R. CIV. P. 23(h)(2). Objectors submit this Objection in opposition to the requested fee award of $1,799,820.00 and service awards of $10,000.00, Pls.' Mot. for Att'ys Fees, Costs, and

[1] Objectors are current law students proceeding *pro se* as class members.

Class Representative Service Awards 2 (hereinafter Motion for Attorneys' Fees). For the reasons stated below, Objectors respectfully request that this Court limit Attorneys' Fees to $1,530,000.00, representing a 15% reduction of the requested fees or 28.33% of the common fund, and deny the request for service awards.

ARGUMENT

I. Requested Attorneys' Fees are Unreasonable and Should be Reduced to $1,530,000.00

Class Counsel's requested attorneys' fees are unreasonable and should be limited to $1,530,000.00. Under Rule 23(h), "[i]n a certified class action, the court may award reasonable attorney's fees and nontaxable costs that are authorized by law or by the parties' agreement." FED. R. CIV. P. 23(h).

A. Class Members Receive Few Benefits

Class members are an afterthought in the requested Motion for Attorneys' Fees. By their own admission, Class Counsel estimates that each class member will only receive $193. *Frequently Asked Questions*, https://gwsettlement.com/Home/FAQ (last visited Mar. 10, 2024) ("The parties expect the payment to be approximately $193 per Student."). Class Counsel makes the conclusory assertion that "[e]ach class member will receive significant value from this settlement." Motion for Attorneys' Fees 5. When Class Counsel plans to go home with almost $1.8 *million*, class members receiving under $200 is significant value? The settlement fails by its own metric - each class member will receive only around one-tenth of a graduate credit hour.[2] The class did not consent to spending millions on litigation to recover fractions of a single credit hour. The Motion for Attorneys' Fees as planned favors the lawyers first and the class second and supports the reduction of attorneys' fees to benefit the class.

[2] *See* Consolidated Class Action Compl. ¶ 31 (GW charged "between $1,765 to 2,225 per credit [hour for graduate tuition] . . . .").

B. Vague Billing Supports Reduced Attorneys' Fees

As the court in *Driscoll v. George Wash. Univ.* described, "overly 'generic' entries are insufficient to justify a fee award." 55 F. Supp. 3d 106, 116 (D.D.C. 2014) (citing *Role Models Am., Inc. v. Brownlee*, 353 F.3d 962, 971 (D.C. Cir. 2004)). The court in *Role Models Am.* took particular issue with large records of hours with few accompanying words, writing that:

> The law clerk's time records, for instance, give an identical one-line entry, "[r]esearch and writing for appellate brief," on eight consecutive weekdays: the clerk billed 8.25, 6.25, 7.25, 8.25, 7.25, 4, 8, and 4.25 hours on those days. Such generic entries are inadequate to meet a fee applicant's "heavy obligation to present well-documented claims." *Kennecott Corp. v. EPA*, 804 F.2d 763, 767 (D.C. Cir. 1986) (per curiam).

Role Models Am., 353 F.3d at 971.

Here, it is not a law clerk that is engaging in vague billing but multiple partners. Between June 3, 2021, and June 15, 2021, one of Class Counsel's partners made nearly identical time entries on *nine* consecutive weekdays: the partner billed 4.00, 6.10, 6.50, 6.80, 5.20, 2.20, 5.50, 5.00, and 5.50 hours on those days while only writing a permutation of "[c]ontinued researching and drafting of Appellant's Brief." *See* Kurowski Decl. Ex. B, at 19-20. These 46.8 hours, billed at $800.00 per hour, total $37,440.00 billed for "[c]ontinued researching and drafting of Appellant's Brief." *See id.* Class Representatives frequently noted the cost of GW tuition in support of their claims,[3] but a single attorney with Class Counsel charged an entire semester's worth of undergraduate tuition with a single sentence. Were there no identifiable subtasks during those 46.8 hours? How is the class supposed to evaluate their attorneys with this level of detail?

This is not the only example of vague billing. Between August 20, 2020, and August 27, 2020, a different partner with Class Counsel made nearly identical time entries on six consecutive

[3] *See, e.g.*, Consolidated Class Action Compl. ¶ 31 ("Defendants [charged] between $25,875 and $29,275 (depending on when the student entered study) for undergraduate tuition . . . .").

weekdays: the partner billed 8.00, 5.00, 7.50, 9.00, 12.00, and 6.50 on those days while only writing a permutation of "[d]raft/revise opposition to motion to dismiss, including research re same." *See* Kurowski Decl. Ex. B, at 6-7. These 48 hours billed at $1,100.00 per hour total $52,800.00. *See id.* Astute mathematicians will note that this value *exceeds two semesters of GW undergraduate tuition*, calculated using the lower value provided by Class Representatives.[4] Objectors repeatedly reference these amounts with reference to GW tuition values because GW's expense is what aggrieved Class Representatives in the first place. Would Class Counsel have been burdened by providing two sentences per day summarizing their activities on the case? Were there no identifiable subtasks when a partner spent twelve hours in a single day working on the case?

Individual time entries are also suspect. For example, a partner billed 6.3 hours (at $800.00 per hour) on April 8, 2021, where he "[c]ontinued legal research into conflict issues." *See* Kurowski Decl. Ex. B, at 17. Which conflict issues? What legal research? If class members have an opportunity to object to motions for attorneys' fees, FED. R. CIV. P. 23(h)(2), it follows that class members must also be able to substantively review a motion in order to properly exercise their right to object under Rule 23(h)(2). Vague time entries like these work against the class's ability to review and support a reduced fee award.

Objectors observe that Class Counsel engaged in the specific billing practices rebuked in *Role Models Am.*, where individuals billed numerous hours on consecutive days for functionally identical time entry descriptions. *See* 353 F.3d at 971. Certainly, courts have distinguished *Role Models Am.* when these specific billing practices were not alleged. *See, e.g.*, *Robinson v. District of Columbia*, 341 F. Supp. 3d 97, 121 n.20 (D.D.C. 2018) (time entries contained multiple discrete tasks; no apparent allegation of similar time entries over consecutive weekdays); *Open*

[4] *See* Consolidated Class Action Compl. ¶ 31 (tuition value of $25,875 doubled is $51,750).

Communities All. v. Carson, 2018 U.S. Dist. LEXIS 106303 at *10 (D.D.C. June 15, 2018) (challenged entries did include subtasks; no apparent allegation of similar time entries over consecutive weekdays); *SEIU Nat'l Indus. Pension Fund v. Roseen Realty Corp.*, 308 F. Supp. 3d 132, 139 (D.D.C. 2018) (general reference to overbilling; no apparent allegation of similar time entries over consecutive weekdays); *Howard v. Achievement Preparatory Acad. Pub. Charter Sch.*, 2016 U.S. Dist. LEXIS 40184 at *50 (D.D.C. Mar. 8, 2016) (specifically observing that no allegation of similar time entries over consecutive weekdays was made, unlike *Role Models Am.*).

Indeed, in *Driscoll*, which Class Counsel cites in support of awarding reasonable out-of-pocket expenses, Motion for Attorneys' Fees 2 n.1, the attorneys *voluntary* reduced their final lodestar figure by 5% to account for vague billing practices, *see* 55 F. Supp. 3d at 116. The fact that Objectors needed to audit Class Counsel's time entries for them supports a larger deduction in attorneys' fees. Objectors further note that in *Role Models Am.*, on which Objectors admittedly rely heavily, the court reduced fees by 50%. *See* 353 F.3d at 974. Recognizing the factual differences, Objectors only seek a reduction of 15%, not 50%. Objectors remain concerned that Class Counsel engaged in specific billing practices enumerated as unacceptable by the court in *Role Models Am.* These billing practices are a distinct issue within *Role Models Am.*, appearing under a heading titled "Number of Hours." *See* 353 F.3d at 970-71. In contrast, other issues, such as litigation complexity supporting increased fees under the statutory provisions of the Equal Access to Justice Act, appear under the "Hourly Rates" heading. *See id.* at 968-69.

In addition to major issues with Class Counsel's fees, Objectors also take issue with the requested fees from co-counsel. Due to excessive redaction, Objectors do not have the opportunity to substantively evaluate these requested fees. To note a few examples, Mr. Abramson billed 1.5 hours on May 18, 2020, at $760.00 per hour with a narrative of "[r]esearch re [redacted]" and 0.7

hours on June 4, 2020, at $760.00 per hour with a narrative of "[a]nalyze and revise [redacted]." *See* Drake Decl. Ex. 2, at 1. Mr. Abramson likewise billed 1.5 hours on January 6, 2021, at $760.00 per hour with a narrative of "[r]esearch re [redacted]" and 0.7 hours on February 21, 2021, at $760.00 per hour with a narrative of "[a]nalyze [redacted]. Analyze and revise [redacted]." *See* Drake Decl. Ex. 2, at 10. Mr. Filbert billed 0.6 hours on October 24, 2022, at $420.00 per hour with a narrative of "GWU: [redacted]." *See* Drake Decl. Ex. 2, at 22. With respect to co-counsel, these timekeeping records are pure formalism. These records are provided to satisfy a requirement for requesting fees but contain no meaningful information to allow the class to review them. Co-counsel makes the conclusory assertion that "redactions [are] for privilege and work product," Drake Decl. 5, but provides no evidence or citations to authority why that may be the case. Objectors are unsure why a presumably broad description of research topics in highly visible civil litigation would be privileged. Objectors note that each of the 25 pages of timekeeping records contain at least five redacted entries. *See generally* Drake Decl. Ex. 2. The excessive redactions support a reduction in attorneys' fees to benefit the class.

C. Reasonable Likelihood of Payment Supports Reduced Attorneys' Fees

Class Counsel contends that "this case presented a substantial risk of non-payment." Motion for Attorneys' Fees 7. This conclusion is dubious at best. Class Counsel advertises on its own website that they are involved in no fewer than fifteen *other* lawsuits against different colleges and universities for essentially identical COVID-19-related claims, all filed within one calendar year of each other. *See College Tuition & Fees Payback*, HAGENS BERMAN, https://www.hbsslaw.com/cases/college-tuition-room-board-payback-covid-19 (last visited Mar. 10, 2024). Did Class Counsel commence sixteen contingency lawsuits at essentially the same time, each with a substantial risk of non-payment? If so, that is mighty generous of them. In the alternative, Objectors believe there is a more plausible inference: there was a reasonable likelihood

of payment in this case as well as the other fifteen cases. Although Class Counsel's website lists GW as the initial complaint filed, twelve other complaints were filed within six weeks of the GW complaint. *See id.* Four of these complaints were filed within eleven days of the GW complaint. *See id.* Objectors find it highly likely that these complaints were prepared contemporaneously, which speaks to Class Counsel's perception that payment was reasonably likely. There is nothing improper about representing these claims or advertising this activity. Objectors merely contend that the magnitude and timing of Class Counsel's COVID-19 litigation contradicts the conclusion that this case presented a substantial risk of non-payment.

D. Incorrect Lodestar Rates Support Reduced Attorneys' Fees

Objectors oppose the use of current rates in the optional lodestar cross-check. Class Counsel makes a passing reference to *Missouri v. Jenkins* to justify its listed rates. *See* Motion for Attorneys' Fees 13 n.3 ("[*Jenkins*] recogniz[ed] 'an appropriate adjustment for delay in payment—whether by the application of current rather than historic hourly rates or otherwise'"). With respect to Class Counsel, the full quote has a different context than presented: the Court recognized that "an appropriate adjustment for delay in payment" was "*within the contemplation of the statute* [42 U.S.C. § 1988, a civil rights fee-shifting statute]." 491 U.S. 274, 283-84 (1989). Class Counsel presents its conclusion but does not provide reasoning as to why the Court's holding in *Jenkins* applies beyond fee shifting in 42 U.S.C. § 1988, which is not at issue here. Indeed, it strains credulity to compare an implied contracts case about amenities, *see generally* Consolidated Class Action Compl. ¶¶ 113-121, to *Jenkins*, where civil rights counsel worked on contingency for around 11 years to desegregate schools in Kansas City, Missouri, *see* 491 U.S. at 275-76.

Class Counsel uses a narrow proposition in *Jenkins* to unfairly increase its base rate of pay at the class's expense. Here, Mr. Berman's rate is listed as $1,350 per hour, Ms. Byszewski's rate is $1,100 per hour, Mr. O'Hara's rate is $800 per hour, Mr. Kurowski's rate is $800 per hour, Ms.

Siehl's rate is $550 per hour, and Ms. Meyers' rate is $400 per hour. *See* Kurowski Decl. Ex. B, at 89. In contrast, in Class Counsel's Quinnipiac University litigation early last year, Mr. Berman's rate was listed as $1,075 per hour, Ms. Byszewski's rate was $700 per hour, Mr. Kurowski's rate was $750 per hour, Ms. Siehl's rate was $525 per hour, and Ms. Meyers' rate was $300 per hour. *See* Kurowski Decl. Ex. B, at 1, *Metzner v. Quinnipiac University*, No. 3:20-cv-00784-KAD (D. Conn. Feb. 27, 2023), ECF No. 127. Mr. O'Hara did not appear to work on the matter. *See id.* Likewise, in Class Counsel's Brown University litigation in late 2022, Mr. Berman's rate was listed as $1,125 per hour, Ms. Byszewski's rate was $800 per hour, Mr. O'Hara's rate was $700 per hour, Mr. Kurowski's rate was $700 per hour, Ms. Siehl's rate was $450 per hour, and Ms. Meyers' rate was $300 per hour. *See* Kurowski Decl. Ex. C, at 2, *Choi v. Brown University*, No. 1:20-cv-00191-JJM-LDA (D.R.I. Nov. 29, 2022), ECF No. 79 (hereinafter Brown Univ. Litigation).

These rate differences are arbitrary and significant. At the rates listed in the GW Motion for Attorneys' Fees, the overlapping personnel listed in the preceding paragraph charged $714,015.00 over 1017.6 hours on this case. *See* Kurowski Decl. Ex. B, at 89. Multiplying these hours, *see id.*, with Class Counsel's February 2023 rates from a similar case, *see* Brown Univ. Litigation Ex. C, at 2, results in $599,317.50 charged. This is a difference of almost $115,000.00 that the GW class is being charged with no explanation. Certainly, $115,000.00 divided amongst the 18,000 class members would not dramatically increase the settlement value. But this misses the forest for the trees. Before the fee multiplier is even applied, the class is losing money to arbitrary accounting numbers. The lodestar figures support a reduction of the attorneys' fees to benefit the class. For the foregoing reasons, Objectors respectfully request the Court reduce the requested attorneys' fees by 15%, amounting to 28.33% of the common fund.

II. Service Awards are Unreasonable and Should Be Denied

For the following reasons, Objectors respectfully request that the Court deny the $10,000.00 service awards.

A. Service Awards are Inequitable and Improper in Context

The requested service awards are not equitable and should be denied. Class Representatives are requesting $10,000.00, Motion for Attorneys' Fees 1, while class members will receive a mere $193, *Frequently Asked Questions*, https://gwsettlement.com/Home/FAQ (last visited Mar. 10, 2024). Class Representatives intend to receive almost 52 times more than the class. How can the interests of the class be represented by this disparity in recovery? The Federal Rules of Civil Procedure require that a proposed settlement "treat[] class members equitably relative to each other." FED. R. CIV. P. 23(e)(2)(D). Is a factor of 52 "equitabl[e] relative to each other"? Objectors have a straightforward answer: no. Class Representatives believed their claims to be meritorious before initiating millions of dollars in litigation spending, but he class had no say on whether to begin litigation. It is only just that Class Representatives sink or swim with the class they created.

Class Counsel lists several conclusory statements to justify the service awards, such as the Class Representatives "providing information to draft and file the complaints," "assist[ing] with discovery and ke[eping] in regular contact with their lawyers," and "conferr[ing] with Class Counsel during the settlement process." *See* Kurowski Decl. ¶¶ 39-42. With respect to Class Counsel, this is a description of the minimum basic interactions between client and attorney. How could the complaint even be filed if Class Representatives did not "provid[e] information" to their attorneys? This is not a list of exceptional behavior by Plaintiffs: this is a list of what it means to be a plaintiff. The only item above the minimum basic actions of a plaintiff is deposition preparation and testimony, *see id.* ¶ 41, which cannot make up for the sheer inequity of the awards.

In this case, Class Representatives are set to receive almost *fifty-two* times the amount the rest of the class will receive, which well exceeds the multiplier in many class action cases in this district. *See, e.g.*, *Tracy Randle v. Suntrust Bank, Inc.*, 2024 WL 706807 at *2, *10 (D.D.C. Feb. 21, 2024) (service awards only 7 times higher than minimum class recovery; named plaintiffs spent hundreds of hours each involved in case); *Radosti v. Envision EMI,* 760 F. Supp. 2d 73, 75, 79-81 (D.D.C. 2011) ($2,500 service awards for named plaintiffs who spent over twenty hours on the case; service awards only 2 times higher than class recovery); *Little v. Wash. Metro. Area Transit Auth.*, 313 F. Supp. 3d 27, 36, 39 (D.D.C. 2018) ($7,500 service awards for named plaintiffs who were deposed; service awards only 3.75 times higher than minimum class recovery); *Wells v. Allstate Ins. Co.*, 557 F. Supp. 2d 1, 3, 9-10 (D.D.C. 2008) ($10,000 service award for named plaintiffs who were deposed; three subclasses received $1,200, $600, or $150, making service awards 8.3 and 16.6 times higher than two of the subclasses' recovery, as well as 66.6 times higher than the remaining subclass); *Vista Healthplan, Inc. v. Warner Holdings Co. III*, 246 F.R.D. 349, 355, 365 (D.D.C. 2007) ($12,500 service awards for named plaintiffs who spent over 50 hours on the case; class recovery was in product donations so no functional comparison to service award). As the above cases show, a multiplier of almost 52 is highly unusual, especially in comparison with the lack of specific facts alleged by Class Counsel.

This higher threshold is advanced by a case Class Counsel cites to justify the suggested service awards. Class Counsel cites *Cobell v. Jewell* for the proposition that "incentive awards have often been used to compensate a class representative." Motion for Attorneys' Fees at 14. With respect to Class Counsel, the qualifying clause in this quotation is important: "incentive awards have often been used to compensate a class representative *for incurring expenses or taking on financial risk*." *Cobell v. Jewell*, 802 F.3d 12, 25 (D.C. Cir. 2015) (emphasis added). What

financial risk or expenses did Class Representatives incur? This information is absent from the 323-page Motion for Attorneys' Fees and accompanying declarations, likely because Class Representatives did not incur expenses or take on financial risk. The inequity of Class Representatives' service awards compared to class members' recovery and lack of specific facts alleged in support of the service awards show that the service awards should be denied.

B. Supreme Court Precedent Likely Precludes Service Awards

As the Second Circuit wrote just last year, "[s]ervice awards are likely impermissible under Supreme Court precedent." *Fikes Wholesale, Inc. v. HSBC Bank USA, NA*, 62 F.4th 704, 721 (2d Cir. 2023).[5] The Eleventh Circuit has taken the lead in this sphere, correctly observing that *Trustees v. Greenough*, 105 U.S. 527 (1882), and *Central Railroad & Banking Co. of Ga. v. Pettus*, 113 U.S. 116 (1885), remain authoritative for class actions. *See Johnson v. NPAS Solutions, LLC*, 975 F.3d 1244, 1255 (11th Cir. 2020). Lest their age suggest otherwise, the Supreme Court has cited *Greenough* and *Pettus* as recently as 2013. *See US Airways, Inc. v. McCutchen*, 569 U.S. 88, 104 (2013). Although the District of Columbia Circuit does not appear to have weighed in on this issue, *Greenough* has been cited in-circuit recently. *See United States ex rel. Burke v. Record Press, Inc.*, 816 F.3d 878, 882 (D.C. Cir. 2016). *Pettus* was cited in 2020 at the district court level but last appeared in a D.C. Circuit majority opinion in 1993. *See Hartman v. Pompeo*, 2020 U.S. Dist. LEXIS 204894 at *20 (D.D.C. Nov. 3, 2020); *Democratic Cent. Comm. v. Washington Metro. Area Transit Comm'n*, 3 F.3d 1568, 1573 (D.C. Cir. 1993).

The Eleventh Circuit held that service awards are prohibited under *Greenough* because they are analogous to a salary or payment for personal services. *See Johnson*, 975 F.3d at 1257-58, 1260. This is precisely what Class Representatives claim their service award under. Recall the

[5] Prior Second Circuit holdings prevented the *Fikes Wholesale* court from outright joining the Eleventh Circuit's position. *See* 62 F. 4th at 721.

listed contributions that Class Representatives made to the case, such as "providing information to draft and file the complaints" and "conferr[ing] with Class Counsel during the settlement process." *See* Kurowski Decl. ¶¶ 39-42. Because these efforts describe the minimum basic actions of litigation, a service award here would be the equivalent of a prohibited salary. This Court should therefore deny the request for the $10,000.00 service awards.

Certainly, this is a novel argument. Other courts have come to opposing conclusions. *See, e.g.*, *Johnson v. NPAS Solutions, LLC*, 43 F.4th 1138, 1139 n.2 (11th Cir. 2022) (denying rehearing en banc) (Pryor, J., dissenting) (compiling cases). However, as the Eleventh Circuit noted in the *Johnson* decision: "[a]lthough it's true that [service] awards are commonplace in modern class-action litigation, that doesn't make them lawful, and it doesn't free us to ignore Supreme Court precedent forbidding them." *Johnson*, 975 F.3d at 1260.

CONCLUSION

For the foregoing reasons, Objectors respectfully request that this Court limit Attorneys' Fees to $1,530,000.00, representing 28.33% of the all-cash common fund, and deny the request for Class Representatives' service awards.

Date: March 11, 2024

Respectfully submitted,

/s/ Benjamin Heidloff
Benjamin Heidloff
Class member objecting pro se

/s/ Matthew West
Matthew West
Class member objecting pro se

PROOF OF SERVICE

In accordance with paragraph 4.2 of the Settlement Agreement, I hereby confirm that copies of the foregoing Objection to Plaintiffs' Motion for Attorneys' Fees, Costs, and Class Representative Service Awards were sent by first-class mail, postage prepaid, on the 11th day of March, 2024, to:

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Respectfully submitted,

/s/ Benjamin Heidloff
Benjamin Heidloff
Class member objecting pro se

/s/ Matthew West
Matthew West
Class member objecting pro se

EXHIBIT A

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLUMBIA

MARK SHAFFER, MARGARET MAULDIN, CHARAFEDDINE ZAITOUN, and MARC LESSIN, Individually and on Behalf of All Others Similarly Situated, Plaintiffs, v. THE GEORGE WASHINGTON UNIVERSITY and THE BOARD OF TRUSTEES OF GEORGE WASHINGTON UNIVERSITY, Defendants.	Civil No. 1:20-cv-01145-RJL

[PROPOSED] ORDER GRANTING IN PART AND DENYING IN PART PLAINTIFFS' MOTION FOR ATTORNEYS' FEES, COSTS, AND CLASS REPRESENTATIVE SERVICE AWARDS

This matter comes before the Court on Plaintiffs' Motion for Attorneys' Fees, Costs, and Class Representative Service Awards ("Motion"). Upon consideration of the Motion, and the declarations and exhibits submitted in support, and following the final approval hearing held by the Court on April 2, 2024, it is hereby ORDERED:

1. The Settlement confers adequate benefits on Class Members.
2. Counsel adequately pursued claims on behalf of Class Members before this Court in this case and expended 1616.2 hours, resulting in a total lodestar of $1,111,428.00 at a rate provided by those law firms, and costs of $122,729.57.
3. The Settlement was obtained as a result of Counsel's advocacy.

4. Class Counsel moved for an award of attorneys' fees and costs in an amount not to exceed 33.3% of the total Settlement Fund and an award of $10,000 to each of the certified Class Representatives.
5. Counsel who recovers a common fund for the benefit of persons other than themselves or their clients are entitled to a reasonable attorneys' fee from the fund as a whole. *Boeing Co. v. Van Gemert*, 444 U.S. 472, 478 (1980); *Blum v. Stenson*, 465 U.S. 886, 900 n.16 (1984).
6. Counsel must adequately document their work completed, as overly generic time entries are insufficient to justify a fee award. *Driscoll v. George Wash. Univ.*, 55 F. Supp. 3d 106, 116 (D.D.C. 2014); *Role Models Am., Inc. v. Brownlee*, 353 F.3d 962, 971 (D.C. Cir. 2004).
7. The requested 33.3% fee award is unreasonable given attorneys' vague billing practices and reasonable likelihood of recovery.
8. Accordingly, the Court grants the requested attorneys' fees and costs in the amount of 28.33% of the Settlement Fund, for a total fee and cost award of $1,530,000.00. The Court finds this award to be fair and reasonable.
9. Service awards for class representatives have often been used to compensate a class representative for incurring expenses or taking on financial risk. *Cobell v. Jewell*, 802 F.3d 12, 25 (D.C. Cir. 2015).
10. The Court denies service awards for each of the Class Representatives, given Class Representatives' minimal role in the case and immense disparity in recovery between class members and requested service awards.

11. Without affecting the finality of this Order, the Court shall retain continuing jurisdiction over this matter to resolve disputes, if any, that may arise from the provisions of this Order.

IT IS SO ORDERED.

Dated: _____

By: _____
HON. RICHARD J. LEON
UNITED STATES DISTRICT JUDGE