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13 *Settlement Class Counsel*

14 UNITED STATES DISTRICT COURT
15 CENTRAL DISTRICT OF CALIFORNIA
16

17 DONALD M. LUSNAK, on behalf
of himself and all others similarly
18 situated,

19 Plaintiff,

20 v.

21 BANK OF AMERICA, N.A.; and
DOES 1 through 10, inclusive,

22 Defendant.
23

Case No. 2:14-cv-01855-GW(GJSx)

**DECLARATION OF ROGER N.
HELLER IN SUPPORT OF MOTION
FOR FINAL APPROVAL OF
CLASS SETTLEMENT AND
MOTION FOR ATTORNEYS' FEES,
EXPENSES, AND SERVICE
AWARD**

Date: August 10, 2020
Time: 8:30 a.m.
Judge: Hon. George H. Wu

24
25 I, Roger N. Heller, declare as follows:

26 1. I am a member in good standing of the California State Bar. I am a
27 partner at the law firm of Lief Cabraser Heimann & Bernstein, LLP ("LCHB") and
28 one of the attorneys appointed to serve as Settlement Class Counsel in this case. I

1 respectfully submit this declaration in support of Plaintiff’s Motion for Final
2 Approval of Class Settlement and in support of Plaintiff’s and Class Counsel’s
3 Motion for Attorneys’ Fees, Expenses, and Service Award. Except as otherwise
4 noted, I have personal knowledge of the facts set forth in this declaration, and could
5 and would testify competently to them if called upon to do so.

6 **Background and Experience**

7 2. LCHB is one of the oldest, largest, most respected, and most
8 successful law firms in the country representing plaintiffs in class actions, and
9 brings to the table a wealth of class action experience. LCHB has been repeatedly
10 recognized over the years as one of the top plaintiffs’ law firms in the country,
11 including by The National Law Journal and The American Lawyer. A copy of
12 LCHB’s firm resume, which describes the firm’s experience in class action and
13 other complex litigation, can be found at
14 www.lieffcabraser.com/pdf/Lieff_Cabraser_Firm_Resume.pdf, and is not attached
15 hereto given its length.

16 3. Among the firm’s other areas of practice, LCHB has extensive
17 experience prosecuting consumer class actions against banks, mortgage lenders, and
18 other financial institutions, including in multiple cases where defendants asserted
19 National Bank Act preemption defenses. By way of example only:

20 a. LCHB served as Co-Class Counsel in *Gutierrez v. Wells Fargo*
21 *Bank, N.A.*, (No. 07-5923 WHA, N.D. Cal.), a class action alleging unfair practices
22 and false representations by Wells Fargo in connection with its imposition of
23 overdraft charges. In 2013, the court reinstated a \$203 million class judgment that
24 had been entered in 2010 following a bench trial, and in 2014 the reinstated
25 judgment was affirmed by the Court of Appeals. The *Gutierrez* case involved
26 significant litigation regarding National Bank Act preemption issues—including in
27 the District Court, Ninth Circuit, and in connection with defendant’s Supreme
28 Court certiorari petition in that case. *See, e.g., Gutierrez v. Wells Fargo & Co.*,

1 2010 WL 1233885 (N.D. Cal. Mar. 26, 2010); *Gutierrez v. Wells Fargo Bank, NA*,
2 704 F.3d 712 (9th Cir. 2012); *Gutierrez v. Wells Fargo Bank, NA*, 589 F. App'x
3 824 (9th Cir. 2014), *cert. denied*, 136 S. Ct. 1512 (2016).

4 b. LCHB serves on the Plaintiffs' Executive Committee in *In re*
5 *Checking Account Overdraft Litigation* (MDL 2036, S.D. Fla.), a Multi-District
6 proceeding involving more than two dozen banks and allegations of unfair practices
7 and false representations in connection with the banks' imposition of overdraft
8 charges. Class settlements totaling hundreds of millions of dollars have been
9 approved by the court to date. Several of the defendant banks in MDL 2036
10 asserted National Bank Act preemption defenses. LCHB played a significant role
11 in litigating these issues. *See, e.g., In re Checking Account Overdraft Litig.*, 694 F.
12 Supp. 2d 1302 (S.D. Fla. 2010); *In re Checking Account Overdraft Litig.*, 797 F.
13 Supp. 2d 1312 (S.D. Fla. 2011).

14 c. LCHB served as Plaintiffs' Liaison Counsel and on the
15 Plaintiffs' Executive Committee in *In re Chase Bank USA, N.A. "Check Loan"*
16 *Contract Litigation* (MDL No. 2032, N.D. Cal.), a nationwide Multi-District class
17 action alleging that Chase breached its good faith obligation to credit cardholders
18 by unilaterally modifying the terms of their long-term fixed rate loans. In
19 November 2012, the court granted final approval to a \$100 million nationwide
20 settlement that provided direct payments to approximately one million cardholders
21 and important injunctive relief. In the litigation, LCHB, together with co-counsel,
22 successfully litigated defendant's National Bank Act preemption defense. *See In re*
23 *Chase Bank USA, N.A. "Check Loan" Contract Litig.*, 2009 WL 4063349 (N.D.
24 Cal. Nov. 20, 2009).

25 d. LCHB served as Co-Lead Plaintiffs' Counsel in *Reverse*
26 *Mortgage Cases* (J.C.C.P. No. 4061, San Mateo County Superior Court), an action
27 brought against Transamerica Corporation and its subsidiary. Plaintiffs alleged that
28 Transamerica targeted senior citizens to market and sell "reverse mortgages" which

1 were misleading as to loan terms, and contained unfair charges and fees. A
2 nationwide settlement provided relief to approximately 1600 members of the class
3 averaging about \$5,000 per class member, with some class members receiving
4 many times that amount.

5 e. LCHB served as Plaintiffs' Co-Liaison Counsel in *Citigroup*
6 *Loan Cases* (J.C.C.P. No. 4197, San Francisco Superior Court), a case against a
7 "sub-prime" lender for cramming unwanted and unnecessary insurance products
8 onto mortgage loans and engaging in improper loan refinancing practices. A court-
9 approved settlement provided \$240 million in relief to the nationwide class.

10 f. In *California Title Insurance Industry Litigation*, LCHB, in
11 coordination with parallel litigation brought by the California Attorney General,
12 reached settlements in 2003 and 2004 with the leading title insurance companies in
13 California, resulting in historic industry-wide changes to the practice of providing
14 escrow services in real estate closings. The settlements also brought a total of \$50
15 million in restitution to California consumers, including cash payments.

16 g. LCHB served as Co-Lead Counsel in *In Re Providian Financial*
17 *Corp. Credit Card Terms Litigation* (MDL No. 1301; and related JCCP
18 proceedings), representing credit card holders who were charged excessive interest
19 and late charges and sold "add on" products and services with promised benefits
20 that were illusory. In November 2001, the court granted final approval to a \$105
21 million settlement of the case, which also required Providian to implement
22 substantial changes to its business practices.

23 4. Over the course of this litigation, multiple attorneys at LCHB have
24 worked on this the prosecution of this case. The following are the primary LCHB
25 attorneys who have worked on this case and their respective backgrounds:

26 a. **Roger N. Heller**: I graduated from Columbia University School
27 of Law in 2001, where I was a Senior Editor for the *Columbia Law Review*. From
28 2001 through 2005, I was a litigation associate at O'Melveny & Myers LLP. From

1 2005 through 2008, I worked for the non-profit law firm Disability Rights
2 Advocates, where I was a Senior Staff Attorney and worked primarily on
3 prosecuting class actions under federal and state anti-discrimination laws. I joined
4 LCHB in 2008, and became a partner at LCHB in 2011. During my entire time at
5 LCHB, my practice has been focused on litigating consumer protection class
6 actions. I have successfully represented large classes in numerous consumer cases,
7 including cases involving consumer banking, credit cards, false advertising, and
8 insurance practices.

9 b. **Michael W. Sobol** is a 1989 graduate of Boston University
10 School of Law. Mr. Sobol practiced law in Massachusetts from 1989 to 1997.
11 From 1995 through 1997, he was a Lecturer in Law at Boston University School of
12 Law. In 1997, Mr. Sobol left his position as partner in the Boston firm of Shafner,
13 Gilleran & Mortensen, P.C. to move to San Francisco, where he joined LCHB.
14 Since joining LCHB in 1997, Mr. Sobol has represented plaintiffs in consumer
15 protection class actions and other class actions and complex matters. He has been a
16 partner with LCHB since 1999, and is currently in his 18th year as head of LCHB's
17 consumer practice group. Mr. Sobol has served as lead plaintiffs' class counsel in
18 numerous nationwide class action cases.

19 c. **Avery S. Halfon** graduated *cum laude* from Harvard Law
20 School in 2015, where he was the Editor-in-Chief of the *Harvard Law & Policy*
21 *Review*. From 2015 to 2016, he represented plaintiffs in consumer protection
22 actions and other cases at Cohen Milstein Sellers & Toll. From 2016 to 2017, he
23 served as a Law Clerk to the Honorable Jane Stranch on the U.S. Court of Appeals
24 for the Sixth Circuit. In 2017 he joined LCHB as an associate, and since then he has
25 worked on numerous consumer class actions and other plaintiff-side litigation.

26 d. **Jordan Elias** is a former Of Counsel at LCHB. Mr. Elias
27 received his law degree from Stanford Law School in 2003. After graduation, he
28 served as a law clerk for the Honorable Cynthia Holcomb Hall of the U.S. Court of

1 Appeals for the Ninth Circuit, and then worked as an Associate at Wilson Sonsini
2 Goodrich & Rosati, where he was awarded the John Wilson Award for outstanding
3 representation of Wilson Sonsini's pro bono clients. After joining LCHB in 2008,
4 and through his departure from LCHB in 2015, Mr. Elias focused on representing
5 plaintiffs in consumer, antitrust, and product liability cases.

6 e. **Michael Decker** is a former LCHB associate. Mr. Decker
7 graduated from Harvard Law School in 2014, and practiced at LCHB from 2015 to
8 2017. While at LCHB, his practice was focused on representing consumers and
9 employees in class actions and other complex cases.

10 **Settlement Class Counsel's Work in this Litigation**

11 5. McCune Wright Arevalo LLP ("MWA") filed this case on March 12,
12 2014, on behalf of Plaintiff and the proposed class of Bank of America California
13 mortgage customers. The First Amended Complaint was filed on June 27, 2014,
14 and LCHB appeared as co-counsel for Plaintiff on July 2, 2014. When this case
15 was filed in 2014, the landscape regarding the claims at issue here was very
16 challenging to say the least. Bank of America and numerous other national banks
17 were adamant that the National Bank Act preempted application of state laws like
18 Cal. Civ. Code § 2954.8(a), even after the passage of the Dodd-Frank Act, and no
19 court had held that state escrow interest laws, such as the one at issue here, applied
20 to a national bank.

21 6. Nevertheless, Class Counsel agreed to represent Plaintiff and to
22 prosecute this case on a purely contingency basis. To be in a position to file and
23 pursue this case, they conducted an extensive investigation into the factual and legal
24 issues involved, including analyzing Bank of America's relevant practices
25 regarding the establishment and maintenance of escrow accounts and the payment
26 of escrow interest, investigating the impact of the Dodd-Frank Act on such
27 practices and on the practices of other lenders in California, identifying potential
28 fact witnesses, and speaking with borrowers about their experiences. Class Counsel

1 also thoroughly researched and analyzed the legal issues regarding the claims pled
2 and Bank of America's defenses and potential defenses, including but not limited to
3 conducting extensive research throughout the proceedings on issues related to
4 federal preemption. These investigative and legal research efforts continued
5 throughout the course of the litigation.

6 7. On July 31, 2014, Bank of America filed a motion to dismiss the case
7 based on, *inter alia*, its argument that the California statute is preempted by federal
8 law. (Dkt. 26.) Class Counsel conducted extensive legal research regarding that
9 issue and the other issues raised by the Bank, and filed an opposition to the motion.
10 On October 29, 2014, the Hon. George H. King, (Ret.) granted Bank of America's
11 motion to dismiss and entered judgment for Bank of America. (Dkt. 33, 34.)
12 Plaintiff then appealed to the Ninth Circuit.

13 8. The briefing on Plaintiff's appeal to the Ninth Circuit occurred
14 between May and September 2015. Class Counsel conducted exhaustive research
15 and analysis in connection with drafting their opening appeal brief and their appeal
16 reply brief. The scope and depth of those efforts reflected the complex nature of
17 the issues involved—which included, but were not limited to, federal preemption
18 and the interplay among the NBA, federal regulations and regulatory
19 pronouncements, and the Dodd-Frank Act. Oral Argument on Plaintiff's appeal
20 was held in November 2016 before the Ninth Circuit panel. Class Counsel devoted
21 substantial time and energy in thoroughly preparing for the argument. I argued the
22 appeal for Plaintiff, and I received substantial, extremely valuable assistance from
23 the rest of the team in preparing for the argument.

24 9. On March 2, 2018, the Ninth Circuit issued an Opinion reversing the
25 dismissal of the case and holding that California Civil Code § 2954.8(a) was not
26 preempted. (Dkt. 40.) After the panel issued its opinion, Bank of America filed a
27 petition for rehearing en banc. (Appeal Dkt. 40-1.) The Office of the Comptroller
28 of the Currency ("OCC") and certain trade groups and organizations filed amicus

1 briefs in support of en banc review (Appeal Dkt. 43, 46.) On May 16, 2018, the
2 Ninth Circuit denied Bank of America's en banc petition. On May 22, 2018, Bank
3 of America moved to stay issuance of the mandate pending its forthcoming petition
4 to the Supreme Court for certiorari review. Class Counsel filed an opposition to the
5 motion to stay, seeking to move the case forward. On June 6, 2018, the Ninth
6 Circuit granted Bank of America's motion to stay the mandate (Appeal Dkt. 53-56.)

7 10. On August 14, 2018, Bank of America filed a petition for certiorari
8 review with the Supreme Court. Bank of America cited the amicus brief filed by
9 the OCC in support of the Bank's en banc petition. In addition, certain trade groups
10 and organizations filed an amicus brief in support of the Bank's certiorari petition.
11 Plaintiff filed an opposition to the certiorari petition. Class Counsel retained, at
12 their expense, Supreme Court practitioner Prof. Samuel Issacharoff of NYU School
13 of Law, who served as the chief author of the opposition brief, working closely with
14 Class Counsel who provided significant assistance and conducted significant
15 research and analysis in connection with the briefing. In analyzing the arguments
16 in the Bank's petition and in the amicus briefs, and in preparing the opposition
17 brief, Class Counsel and Prof. Issacharoff conducted extensive research regarding
18 numerous complex issues, including, *inter alia*: federal preemption; the history of
19 regulation in the banking industry; the history and purposes of the Dodd-Frank Act;
20 and the Dodd Frank Act's impact on regulation in the area, deference to the
21 regulators, and on preemption analysis and standards. Class Counsel devoted
22 substantial time and resources to these efforts. On November 19, 2018, after Bank
23 of America filed a reply brief in support of its petition, the Supreme Court denied
24 certiorari review and the mandate issued, returning jurisdiction to this Court. (Dkt.
25 47.)

26 11. On November 21, 2018, this case was reassigned to this Court, in light
27 of Judge King's retirement. (Dk. 48.) On December 21, 2018, Bank of America
28 filed its Answer (Dkt. 57).

1 12. The parties thereafter engaged in extensive formal discovery. Among
2 other things, Class Counsel deposed three pertinent Bank of America employee
3 witnesses about the issues in this case (including two Rule 30(b)(6) corporate
4 designees), reviewed and analyzed approximately 25,000 pages of pertinent
5 documents and data produced by Bank of America,¹ and propounded and responded
6 to numerous written discovery requests. The Bank's production included, *inter*
7 *alia*, internal documents and voluminous historical loan and transactional data for
8 Bank of America's California mortgage customers (consisting of millions or
9 records), the contours of which were negotiated by counsel and the parties.
10 Moreover, Plaintiff was deposed by Bank of America's counsel (Class Counsel
11 defended the deposition), and the parties deposed each other's designated experts.
12 Further, counsel for the parties held multiple meet and confer sessions regarding,
13 *inter alia*, the scope and details of Bank of America's electronic document search,
14 the nature and scope of the class member loan and transactional data to be produced
15 by Bank of America, and to resolve various discovery disputes and potential
16 disputes without the need for Court intervention.

17 13. On August 8, 2019, Plaintiff filed his motion for class certification.
18 (Dkt. 76.) On September 27, 2019, Bank of America filed its opposition to class
19 certification (Dkt. 84), and also filed two additional motions—a motion for
20 summary judgment and a motion to stay the case pending the result in another case
21 before the Ninth Circuit. (Dkt. 83, 85.) On October 24 and 25, 2019, Plaintiff filed
22 his reply in support of class certification and filed oppositions to Bank of America's
23 summary judgment and stay motions. (Dkt. 94, 95, 102-1.) Class Counsel devoted
24 substantial amounts of time and resources to researching the complex and
25 interrelated issues raised by these motions and on briefing the motions, which

26
27 ¹ Some of the files were produced by Bank of America in native format. If those
28 native files had been produced in pdf format, the total number of pages produced
would have been significantly greater than 25,000 pages.

1 required a very significant coordinated team effort. The parties' respective filings
2 in connection with these motions were voluminous and included numerous
3 declarations, deposition excerpts, and supporting documents. Moreover, each party
4 designated experts and submitted expert reports from their respective experts (and,
5 for Plaintiff's expert, a supplemental report), both of whom were deposed by
6 counsel.

7 14. On October 28, 2019, with Plaintiff's class certification motion fully
8 briefed and the hearing on that motion scheduled to occur on November 14, 2019,
9 the parties participated in a full day mediation session with Eric Green of
10 Resolutions LLC. Through arms-length negotiations, through Prof. Green, the
11 parties reached an agreement in principle on the terms of a settlement. The parties
12 did not discuss the issue of Class Counsel's attorneys' fees and expenses as part of
13 the negotiations (other than that any amount awarded would be paid from the
14 common settlement fund). After reaching an agreement in principle, counsel and
15 the parties worked diligently to craft the Settlement Agreement and related papers,
16 including the Notice program, working together with the Settlement Administrator.

17 15. On December 27, 2019, Plaintiff filed the proposed Settlement
18 together with a motion for preliminary settlement approval prepared by Class
19 Counsel. On January 30, 2020, the Court held a preliminary approval hearing.
20 Class Counsel appeared and answered questions from the Court. On January 30,
21 2020, the Court granted preliminary approval of the Settlement. (Dkt. 117.)

22 16. Following the Court's entry of the Preliminary Approval Order, Class
23 Counsel have continued to work hard on this case, including: working with the
24 Settlement Administrator, Calculation Advisor, and Bank of America on
25 implementing the Court-approved class notice program; continuing to communicate
26 with Settlement Class Members following their receipt of the class notice; and
27 preparing the motion for final settlement approval that is filed herewith.

28 **LCHB's Work in This Litigation**

1 17. Since appearing in this case in July 2014, LCHB has been involved in
 2 virtually all aspects of this litigation, working closely with our co-counsel at MWA.
 3 Among other things, LCHB: took the lead on researching and drafting the appeal
 4 briefs; argued Plaintiff's appeal to the Ninth Circuit; researched and helped to draft
 5 Plaintiff's opposition to the Bank's certiorari petition; drafted, in close coordination
 6 with co-counsel, Plaintiff's class certification motion, class certification reply,
 7 opposition to Bank of America's summary judgment motion, and opposition to
 8 Bank of America's motion to stay; deposed a Bank of America Rule 30(b)(6)
 9 designee on the operative mortgage contracts; reviewed documents produced by the
 10 Bank; helped draft written discovery requests and Plaintiff's responses to the
 11 Bank's discovery requests; defended Plaintiff's deposition; assisted co-counsel with
 12 other depositions; worked with Plaintiff's damages expert along with co-counsel;
 13 conducted extensive legal research; participated in the mediation; helped to
 14 negotiate and draft the Settlement Agreement and the exhibits thereto; drafted
 15 preliminary settlement approval papers; attended the preliminary approval hearing;
 16 worked on notice and Settlement implementation efforts; and drafted final
 17 settlement approval papers.

18 18. The following chart breaks down, by task category, the number of
 19 hours that LCHB has spent on this litigation for which LCHB seeks compensation
 20 (as of May 11, 2020):²

Task Category	Hours
Factual Investigation & Legal Research	68.6
Complaints	0.2
Briefing (motions to dismiss)	74.4
Briefing (class certification)	294.7
Briefing (other)	256.1
Appeal and Certiorari Petition	354.0
Discovery (doc. review, written discovery)	71.1

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 28 ² A breakdown by LCHB timekeeper is attached hereto as **Exhibit B**.

1	Discovery (depositions)	110.6
2	Discovery (other)	22.2
3	Court Appearances and Preparation (including appeal oral argument)	118.6
4	Case Strategy	9.1
5	Plaintiff and Class Member Communications	12.8
6	Experts	20.4
7	Mediation/Settlement	194.4
8	Miscellaneous	24.1
	Total Hours	1,631.3

19. With respect to the tasks performed by Class Counsel in this litigation, the two Class Counsel firms took every reasonable effort to avoid inefficiencies or duplication of work. Appropriate attorneys and staff were assigned to specific tasks based on their respective experience levels and skills, and work was allocated with clear instruction provided regarding who was responsible for each task.

20. The primary LCHB attorneys who have worked on this case over its more than five year history are myself, Michael W. Sobol, Avery S. Halfon, Jordan Elias, and Michael Decker. Their qualifications are discussed in the Background and Experience section, above.

21. My primary tasks in this case have included drafting and editing numerous briefs in this Court and the Ninth Circuit, arguing Plaintiff's appeal to the Ninth Circuit and preparing for same, working on Plaintiff's certiorari opposition, helping to draft written discovery requests and responses and assisting with other discovery matters, participating in meet and confers with defense counsel, participating in mediation and helping to negotiate the Settlement, helping to draft the Settlement Agreement and exhibits, drafting settlement approval papers; working on class notice and implementation matters; and attending the scheduling conference and preliminary approval hearing.

22. Mr. Sobol's primary tasks in this case have included drafting and editing briefs, developing case strategy, coordinating LCHB's litigation efforts, and assisting in preparation for the Ninth Circuit argument.

1 23. Mr. Halfon's primary tasks in this case have included drafting briefs,
2 working on Plaintiff's certiorari opposition, conducting legal research and factual
3 investigation, deposing one of Bank of America's Rule 30(b)(6) designees,
4 defending Plaintiff's deposition, assisting with other discovery efforts, participating
5 in the mediation, helping to draft the Settlement Agreement and exhibits, and
6 assisting with settlement approval and implementation matters.

7 24. Mr. Elias' primary tasks in this case included conducting legal
8 research and drafting Plaintiff's appellate briefing.

9 25. Mr. Decker's primary tasks in this case included conducting legal
10 research and drafting Plaintiff's appellate briefing.

11 26. In addition, LCHB paralegal Miriam Gordon has worked on this case.
12 Ms. Gordon's tasks in this case have included assisting with filings and identifying
13 and checking the factual and legal materials cited in briefs (including for the filings
14 in connection with the class certification and summary judgment motions);
15 speaking with class members; assisting with preparation and service of discovery;
16 managing LCHB's case file; and preparing case materials.

17 27. LCHB litigation support specialist Margie Calangian also worked on
18 this case. Ms. Calangian's primary tasks included maintaining Plaintiff's electronic
19 document database for this case and assisting with drafting an electronically-stored
20 information protocol.

21 **LCHB Time and Expenses**

22 28. During the time that this litigation has been pending, LCHB has spent
23 considerable time working on this litigation that could have been spent on other
24 matters. Throughout the litigation, the active prosecution of this matter has
25 consumed a significant percentage of my billable time that could otherwise have
26 been spent on other fee-generating work. In addition to a substantial percentage of
27 my time, this litigation has also required considerable work by other lawyers,
28

1 paralegals, and staff at LCHB that could have otherwise been spent on other fee-
2 generating work.

3 29. The time that LCHB has spent on this litigation has been completely
4 contingent on the outcome. LCHB has not been paid for any of its time spent on
5 this litigation, nor has it been reimbursed for any of its expenses incurred in this
6 litigation.

7 30. In connection with this litigation, the attorney and staff timekeepers at
8 LCHB have billed more than **1,631.3 hours** (through May 11, 2020), for a total
9 lodestar of more than **\$1,076,212.00** during that period. This information is derived
10 directly from LCHB's time records, which are prepared contemporaneously and
11 maintained by LCHB in the ordinary course of business. In reviewing its time
12 records, LCHB exercised billing discretion to remove all timekeepers who worked
13 fewer than 10 hours on this matter and several other entries. None of this excluded
14 time is included in the above numbers, nor is the additional time that LCHB will
15 have to spend working on this matter, including in connection with seeking final
16 approval of the Settlement or on implementation efforts should the Settlement be
17 approved.

18 31. Attached hereto as **Exhibit A** is a summary listing each timekeeper for
19 which LCHB is seeking compensation for legal services in connection with this
20 litigation, the hours each individual has expended as of May 11, 2020, and the
21 hourly rate at which compensation is sought for each individual. For any
22 individuals who have left the employ of LCHB, the hourly rate at the time when
23 their employment concluded is used. For individuals who are still employed by
24 LCHB, their current hourly rate is used.

25 32. LCHB's customary rates, which were used for purposes of calculating
26 the lodestar here, have repeatedly been approved by federal courts in the Ninth
27 Circuit and throughout the country. *See, e.g., In re: Toyota Motor Corp.*
28 *Unintended Acceleration Marketing, Sales Practices, and Products Liability Litig.,*

1 No. 10-ml-02151, Dkt. No. 3933 (C.D. Cal. June 24, 2013) (awarding requested
2 fees and finding that “[c]lass counsel’s experience, reputation, and skill, as well as
3 the complexity of the case” justified billing rates); *Campbell et al. v. Facebook,*
4 *Inc.*, No. 13-05996, Dkt. No. 253 (N.D. Cal. Aug. 18, 2017) (approving LCHB
5 rates); *Allagas v. BP Solar Int’l, Inc.*, 2016 WL 9114162, at *2 (N.D. Cal. Dec. 22,
6 2016) (awarding requested fees after lodestar crosscheck, and concluding that the
7 firm’s “hourly rates, used to calculate the lodestar here, are in line with prevailing
8 rates in this District and have recently been approved by federal and state courts”);
9 *Perkins v. LinkedIn Corp.*, 2016 WL 613255, at *15 (N.D. Cal. Feb. 16, 2016)
10 (approving LCHB rates); *In re High-Tech Employee Antitrust Litig.*, No. 11-02509,
11 Dkt. No. 1112 (N.D. Cal. Sept. 2, 2015) (approving LCHB rates); *Nwabueze v.*
12 *AT&T Inc.*, 2014 WL 324262, at *2 (N.D. Cal. Jan. 29, 2014) (“[T]he Court also
13 finds that the rates requested are within the range of reasonable hourly rates for
14 contingency litigation approved in this District.”); *Brazil v. Dell Inc.*, 2012 U.S.
15 Dist. LEXIS 47986 (N.D. Cal. Apr. 4, 2012); *In re Bank of America Credit*
16 *Protection Marketing & Sales Practices Litig.*, No. 11-md-2269 THE (Dkt. 96)
17 (N.D. Cal. Jan. 16, 2013); *Walsh v. Kindred Healthcare*, 2013 U.S. Dist. LEXIS
18 176319, at *9 (N.D. Cal. Dec. 16, 2013) (“The Court concludes Plaintiffs have
19 shown that the requested rates are reasonable”); *Steinfeld v. Discover Financial*
20 *Services*, No. 3:12-cv-01118-JSW, Dkt. No. 98 (N.D. Cal. Mar. 31, 2014);
21 *Holloway v. Best Buy Co., Inc.*, No. C-05-5056 PJH (MEJ), Dkt. 382 (N.D. Cal.
22 Nov. 9, 2011) (Hamilton, J.) (“The rates used by Class Counsel are reasonable.”);
23 *Hale v. State Farm Mut. Auto. Ins. Co.*, No. 12-660, 2018 WL 6606079, at *13-14
24 (S.D. Ill. Dec. 16, 2018); *In re: Whirlpool Corp. Front-loading Washer Prods.*
25 *Liab. Litig.*, No. 08-65000, 2016 WL 5338012, at *25 (N.D. Ohio Sept. 23, 2016);
26 *Composite Co, Inc. v. Am. Int’l Grp., Inc.*, No. 1:13-cv-10491, Dkt. 157, at 7 (D.
27 Mass Apr. 21, 2016); *In re Bank of N.Y. Mellon Corp. Forex Transactions Litig.*,
28 No. 1:14-cv-05496, Dkt. 98 (S.D.N.Y. Sept. 24, 2015); *In re Ocwen Federal Bank*

1 *FSB Mortgage Serv. Litig.*, No. 04-C-2714, Dkt. No. 476 (N.D. Ill. July 1, 2011);
 2 *Yarger v. Capital One, N.A.*, No. 11-154, Dkt. No. 259 (D. Del. Oct. 7, 2014);
 3 *Lonardo v. Travelers Indem. Co.*, 706 F. Supp. 2d 766, 794 (N.D. Ohio Mar. 31,
 4 2010).

5 33. LCHB sets its hourly rates according to prevailing market rates, bills
 6 its hourly paying clients according to those rates, and is routinely awarded fees
 7 according to those rates.

8 34. LCHB also has incurred more than **\$111,807.08** in un-reimbursed
 9 expenses that were necessarily incurred in connection with the prosecution and
 10 resolution of this litigation. The following is a breakdown of the expenses for
 11 which LCHB seeks reimbursement in this matter:

Expense	Amount
Arthur Olsen, Cassis Technologies (expert work) ³	\$37,822.09
Arthur Olsen, Cassis Technologies (Calculation Advisor work) ⁴ (includes \$2,400 paid for expected future work)	\$15,400.00
Prof. Samuel Issacharoff (worked on certiorari opposition)	\$25,000.00
Resolutions, LLC (mediation fees)	\$8,250.00
Computer Research	\$8,287.19
Electronic Database Costs	\$3,780.00
Transcript Costs	\$633.31
Filing Fees	\$2,992.32
Outside Copy Services	\$324.86
Postage/Messenger Fees	\$417.66

21 ³ Mr. Olsen's expert fees in the case were shared by LCHB and MWA. The
 22 amount listed above is the portion that LCHB paid.

23 ⁴ Mr. Olsen also serves as Court-appointed Calculation Advisor in connection with
 24 the Settlement. In that role, Mr. Olsen is tasked with utilizing the Bank's data to
 25 identify the Settlement Class Members and calculate their settlement payment
 26 amounts. Class Counsel is responsible for paying the Calculation Advisor's fees,
 27 subject to reimbursement as part of Class Counsel's fee motion. Settlement, § 1.2;
 28 Dkt. 117, ¶ 11. Mr. Olsen's fees for his work as Calculation Advisor are being
 shared by LCHB and MWA. The amount listed above is the portion that LCHB has
 paid. The amounts paid for Mr. Olsen's work as Calculation Advisor are entirely
 separate from the amounts paid for Mr. Olsen's work as Plaintiff's expert in the
 litigation.

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Travel	\$8,899.65
Total Expenses	\$111,807.08


35. The foregoing expenses were incurred solely in connection with this litigation and are reflected in LCHB’s books and records as maintained in the ordinary course of business. These books and records are prepared from invoices, receipts, expense vouchers, check records and other records, and are an accurate record of the expenses incurred in this case.

36. The above expense numbers do not include certain internal costs that LCHB incurred but for which LCHB does not seek reimbursement, including costs for telephone, in-house printing, and copies.

The Settlement is Fair, Reasonable and Adequate

37. Based on my experience and knowledge about the facts and issues in this case, I firmly believe that the Settlement reached in this litigation represents a fair, reasonable, and adequate result for, and is in the best interests of, the Settlement Class Members.

I declare under penalty of perjury that the foregoing is true and correct.
Executed in San Rafael, California, this 18th day of May, 2020.



Roger N. Heller

Exhibit A

LIEFF CABRASER HEIMANN & BERNSTEIN, LLP
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From Inception
To 05/11/2020

Matter Number: 3678-0001

PARTNER

NAME	HOURS	RATE	TOTAL
MICHAEL SOBOL	153.60	975.00	149,760.00
ROGER HELLER	873.80	750.00	655,350.00
	1,027.40		805,110.00

ASSOCIATE

NAME	HOURS	RATE	TOTAL
MICHAEL DECKER	68.90	395.00	27,215.50
AVERY HALFON	341.10	465.00	158,611.50
	410.00		185,827.00

OF COUNSEL

NAME	HOURS	RATE	TOTAL
JORDAN ELIAS	74.40	515.00	38,316.00
	74.40		38,316.00

PARALEGAL

NAME	HOURS	RATE	TOTAL
MIRIAM GORDON	107.70	390.00	42,003.00
MARGIE CALANGIAN	11.80	420.00	4,956.00
	119.50		46,959.00

	MATTER TOTALS	1,631.30	1,076,212.00
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Exhibit B

LIEFF CABRASER HEIMANN & BERNSTEIN, LLP

From Inception
To 05/11/20

3678-0001 BANK OF AMERICA MORTGAGE ESCROW - General Matter

TASK CODES From Inception to 05/11/20

Name	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	TOTALS		
																Cur. Hrs	Rate	Cur. Lod
MICHAEL SOBOL	16.40	0	10.80	13.50	19.20	45.50	5.70	0.60	3.00	19.50	4.50	1.10	2.10	11.70	0	153.60	975	149,760.00
MARGIE CALANGIAN	0	0	0	0	0	0	10.00	0	1.80	0	0	0	0	0	0	11.80	420	4,956.00
MICHAEL DECKER	0	0	0	0	0	68.90	0	0	0	0	0	0	0	0	0	68.90	395	27,215.50
JORDAN ELIAS	3.60	0	3.50	0	0	66.80	0	0	0	0	0.50	0	0	0	0	74.40	515	38,316.00
MIRIAM GORDON	0.50	0	0.90	24.90	27.80	15.10	1.30	3.10	0.20	0.30	0.20	9.30	0	1.90	22.20	107.70	390	42,003.00
AVERY HALFON	6.30	0	0	79.10	44.10	89.30	16.80	56.40	9.80	1.10	0.10	0	1.80	35.70	0.60	341.10	465	158,611.50
ROGER HELLER	41.80	0.20	59.20	177.20	165.00	68.40	37.30	50.50	7.40	97.70	3.80	2.40	16.50	145.10	1.30	873.80	750	655,350.00
TOTALS:	68.60	0.20	74.40	294.70	256.10	354.00	71.10	110.60	22.20	118.60	9.10	12.80	20.40	194.40	24.10	1,631.30		1,076,212.00

- | Task Code | Description |
|-----------|--|
| 1 | Factual Investigation & Legal Research |
| 2 | Complaints |
| 3 | Briefing (Motions to Dismiss) |
| 4 | Briefing (Class Certification) |
| 5 | Briefing (Other) |
| 6 | Appeal and Certiorari Petition |
| 7 | Discovery (Document Review, Written Discovery) |
| 8 | Discovery (Depositions) |
| 9 | Discovery (Other) |
| 10 | Court Appearances and Preparation |
| 11 | Case Strategy |
| 12 | Plaintff and Class Member Communications |
| 13 | Experts |
| 14 | Mediation/Settlement |
| 15 | Miscellaneous |