UNITED STATES DISTRICT COURT
DISTRICT OF MAINE

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TRS RECOVERY SERVICES, INC., and TELECHECK SERVICES, INC., Fair Debt Collections Practices Act (FDCPA) Litigation

MDL No. 2426
Master File Civ. No. 2:13-md-2426-DBH

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This Document Relates To:

JEAN LaROCQUE, ex rel. DEIDRE J. SPANG v. TRS RECOVERY SERVICES, INC. and TELECHECK SERVICES, INC.
Civ. No. 11-00091-DBH

MELISSA ALLEN v. TRS RECOVERY SERVICES, INC. and TELECHECK SERVICES, INC.
Civ. No. 2:11-cv-00091-DBH

PLAINTIFFS' MOTION AND INCORPORATED MEMORANDUM OF LAW IN SUPPORT OF AN AWARD OF ATTORNEYS' FEES, EXPENSE REMIBURSEMENT AND SERVICE AWARDS

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Plaintiffs Jean LaRocque and Melissa Allen respectfully move this Honorable Court for an Order awarding attorneys' fees; reimbursing expenses; and approving service awards to each of the two representative Plaintiffs as discussed further herein. In support thereof, Plaintiffs rely upon and incorporate by reference the attached Memorandum of Law and exhibits.

INTRODUCTION

If the proposed settlement of the consumer debt collection class action is approved as negotiated and proposed by the parties, Plaintiffs will recover from Defendants TRS Recovery Services, Inc. ("TRS") and TeleCheck Services, Inc. ("TeleCheck") a sum of $3,430,000.000 ("Settlement Funds") for the benefit of class members. By any measure this, along with practice changes Defendants have made to debt collection communications, is an impressive outcome of this five-year old case. The benefit to the classes did not come without risk-taking and required sustained, diligent and professional efforts on behalf of the consumer classes along with a significant upfront investment of time and resources.

Plaintiffs respectfully move this Court for an order granting: (1) attorneys' fees in the amount of $1,050,000.00, representing approximately 31% of the Settlement Funds; (2) reimbursement of $72,776.61 in out-of-pocket expenses incurred to gain and distribute the recovery; and (3) service awards totaling $10,000.00 to the two class representatives.[1]

As set forth below, Plaintiffs demonstrate that the attorneys' fees, expense reimbursements, and service awards to the Class Representatives are fair and reasonable under the applicable legal standards, and should be granted. This motion is filed concurrently with Plaintiffs' Motion for

[1] This motion is based on the incorporated memorandum of law; the Declaration of Jon Hinck in Support of Plaintiffs' Motion for An Award of Attorneys' Fees, Expense Reimbursement & Service Awards and exhibits ("Hinck Decl."); Declaration of James A. Francis in Support of Plaintiffs' Motion for An Award of Attorneys' Fees, Expense Reimbursement & Service Awards and exhibits (Francis Decl."); Plaintiffs' Uncontested Motion for Final Approval of Class Action Settlement; argument before this Court; any papers filed in reply to matters raised by the Court and objectors; and all other papers and records in this matter.

Final Approval of Proposed Class Action Settlements. Class Members have been notified of Class Counsel's intent to seek attorneys' fees.[2] Defendants do not oppose the motion. Plaintiffs respectfully request that the Court grant the relief requested.

ARGUMENT

I. CLASS COUNSEL'S REQUESTED ATTORNEYS' FEE OF 31 PERCENT IS REASONABLE AND SHOULD BE AWARDED FROM THE SETTLEMENT FUNDS

The firms of Lewis Saul & Associates, P.C. and Francis & Mailman, P.C. ("collectively "Class Counsel") are entitled to reasonable attorneys' fees as compensation for their successful work on behalf of the Class.

It is well settled that "a lawyer who recovers a common fund for the benefit of persons other than himself or his client is entitled to a reasonable attorney's fee from the fund as a whole." *Boeing Co. v. Van Gemert*, 444 U.S. 472, 478 (1980); *see also In re Thirteen Appeals Arising Out of the San Juan Dupont Plaza Hotel Fire Litig.*, 56 F.3d 295, 305 n. 6 (1st Cir.1995) ("The common fund doctrine is founded on the equitable principle that those who have profited from litigation should share its costs.").

The value of a fee-shifting provision is particularly recognized as a mechanism to encourage private litigants to enforce the laws that protect the public in areas like consumer protection. *See City of Riverside v. Rivera*, 477 U.S. 561, 574–575 (1986). The Fair Debt Collection Practices Act ("FDCPA"), which along with Maine's version of the law is the linchpin

[2] The "Long Form" notice has both an initial summary and a detailed discussion of the fee proposal in the Q&A under the heading: "How Will the Lawyers be Paid." See Court-Approved Revised Notice, Dkt. 113. The Summary Notice gives class members the following shorter explanation: "[A] request by the lawyers representing all Class Members (Francis & Mailman, P.C. of Philadelphia, PA, and Lewis, Saul & Associates, P.C. of Portland, ME) for $1,050,000 (31% of the Settlement Fund) in attorneys' fees and costs, for investigating the facts, litigating the case, and negotiating the settlement. The fees and costs reduce the Settlement Fund." *Id.* The Court-approved Post Card notice plainly states: "The rest of the Fund will pay the attorneys and class representatives and cover the cost of administering the settlement."

of this case, prescribes that a successful plaintiffs are entitled to "the costs of the action, together with a reasonable attorney's fee as determined by the court." 15 U.S.C. § 1692k(a)(3) - 15 USCS § 1693m (a)(3). The First Circuit does not require a court use a lodestar analysis, but allows a percentage-of-funds ("POF") approach to assessment of attorney fees. *Scovil v. FedEx Ground Package Sys., Inc.*, WL 1057079 (D.ME 2014) at*5 *citing In re Thirteen Appeals*, 56 F.3d at 307.

In applying the POF, this Court in *Nilsen v. York County*, 400 F.Supp.2d 266, 273–76 (D.Me.2005), adopted the Seventh Circuit's "market mimicking approach" to assess the reasonableness of attorneys' fee awards over the more widely applied multi-factor tests. This method is designed to award a fee that is the "market price for legal services, in light of the risk of nonpayment and the normal rate of compensation in the market." *In re Synthroid Mktg. Litig.*, 264 F.3d 712, 718 (7th Cir.2001). Accordingly, a court's fee award should match up with what would be expected if class counsel were retained in private transactions, *Nilsen*, 400 F.Supp.2d at 276, or the market price for legal services, in light of the risk of nonpayment and the normal rate of compensation in the market at the time," *Synthroid*, 264 F.3d at 718.

Application of a market mimicking analysis in the FDCPA fee-shifting statutory context as well as assessment of the quality and extent of Class Counsel's effort in light of the outcome of the litigation weighs heavily in favor of granting approval of Class Counsel's fee request and would support even a larger fee than what is requested.

A. Under a Market Mimicking Analysis, The Fee Request is Well In Line With Reasonable Compensation for Class Counsel Fees in an Open Competitive Market

Looking at all indicators, it is most reasonable to conclude that a sophisticated consumer of legal services would be more than satisfied with the compensation arrangement reflected in Class Counsel's fee request. The first market signal to note here is that Plaintiff's counsel in this

case when entering the market typically is compensated at a higher percentage rate than what is requested here. In individual cases and in mass torts where we sometime represent many clients, our typical contractual contingency fees begins at one-third and runs as high as 40% depending upon the nature and complexity of the case. *See* Hinck Decl. at ¶16. As this Court noted the one-third contingency fee is "the general standard in personal injury litigation." *Nilsen*, 400 F.Supp.2d at 276.

Though each case presents different risk, effort and recovery equations, attorney compensation in other litigation shows the fee application here is in line with the market. This court and others have sited to a survey of 1,120 common fund class actions that found the median award of attorney fees and expenses was 31.6% of the fund for cases in which the class recovery ranged from $3 million to $5 million. *See Nilsen*, 400 F.Supp.2d at 281 & *In re Cabletron Sys. Inc. Sec. Litig.*, 2006 WL 2947566 at *10 citing Stuart J. Logan et al., *Attorney Fee Awards in Common Fund Class Actions*, 24 Class Action Rep. 167, 167 (2003). Other surveys of a different cohort of cases reach different conclusion, but few of the cases surveyed are like this case.[3]

Most relevant to the fee application in this case are factors that alter or control key market metrics in public interest fee-shifting cases like provisions of the FDCPA. Specifically, the FDCPA imposes strict ceilings on damages. The statutory damage cap applicable here, unquestionably skewed the market landscape by constraining what Plaintiffs could recover through a trial or achieve in settlement. A provision in the FDCPA controlling in this case places a statutory

[3] Frequently cited is Eisenberg & Miller's, "Attorney Fees in Class Action Settlements: An Empirical Study," 1 J. Empirical Legal Stud. 27 (2004) *See*, *In re Cabletron*, 2006 WL 2947566 at *42. It is not inconsistent. The authors determined that the median fee in securities class actions is 25%, while the median fee in non-securities common fund cases is 20%. Then summarizing the data analysis: "in non-fee shifting cases, the axiomatic one-third fee is inaccurate; a fee of 20 to 25 percent of the recovery better described reality." This case, however, is a fee-shifting case controlled by a statute adopted to protect the public interest. Such cases are the better indicators.

limit on the amount a successful class may recover. In short, a successful class may only recover damages up to the lesser of $500,000 or 1% of a Defendant's net worth. 15 U.S.C. § 1692K.

Even though the statute imposes a recovery ceiling, the FDCPA mandates payment of reasonable attorney's fees in order to provide attorneys with an incentive to pursue smaller claims. *See* 15 U.S.C. § 1692k(a)(3); *Emanuel v. Am. Credit Exch.*, 870 F.2d 805, 809 (2d Cir.1989). So in FDCPA cases subject to one damage cap or another,[4] there will typically be less strict percentage of recovery constraints. As a result, it is not uncommon in FDCPA cases to see fee awards that exceed, even by multiples, the recovery in the case.[5] *See e.g. Peterson–Hooks v. First Integral Recovery*, LLC, 2013 WL 2295449 *4 (D.Colo. May 24, 2013) (judgment in FDCPA of $1,000.00, the maximum amount of statutory damages available, with a fee award of $4,837.00, plus costs). *Larsen v. JBC Legal Grp.*, P.C., 588 F. Supp. 2d 360, 362, 365 (E.D.N.Y. 2008) (awarding $64,606.00 in attorneys' fees following settlement of FDCPA claim for maximum statutory damages of $1,000.00.) As one court, awarding $56,143.47 in attorneys' fees in a case with a $17,500 settlement, explained: "The disparity between the final award of damages and the attorneys' fees and expenses sought in this case is not unusual and is necessary to enable individuals wronged by debt collectors to obtain competent counsel to prosecute claims." *Turner v. Oxford Mgmt. Servs., Inc.*, 552 F. Supp. 2d 648, 656 (S.D. Tex. 2008).

Particularly on point is a 2015 decision in an FDCPA common fund class action in the District Court in New Jersey. "Here, the common fund is $4,400 and class counsel will receive

[4] Other provisions of the FDCPA set different statutory damage limits, for example, in an amount "as the court may allow, but not exceeding $1,000, per proceeding."15 U.S.C. § 1692k(2)(A). *See Wright v. Fin. Serv. of Norwalk, Inc*., 22 F.3d 647, 650–52 (6th Cir.1994)

[5] This court recognized in applying the market-mimicking approach another factor to consider is "[o]ther judicial fee awards" inasmuch as they "affect the expectations of lawyers, and therefore, what they might agree to in a voluntary negotiation." *Nilsen*, 400 F.Supp.2d at 282–83. Obviously, the courts in FDCPA cases know the parties operate within the landscape framed by that statute and its damage award limits.

$20,000," wrote Judge William H. Walls in the decision approving settlement. "Although Plaintiff's counsel will receive more than four times the common fund amount, this circumstance occurs in FDCPA class action settlements of this scale." *Weissman v. Gutworth*, 2015 WL 3384592, D.N.J., May 26, 2015, citing e.g., *Harlan v. Transworld Sys., Inc*., 2015 WL 505400, at *11 (E.D.Pa. Feb.6, 2015) (finding attorneys' fees and costs of $44,450.00 reasonable where common fund was $22,900.00). Class counsel in this case, though confronted and ultimately bound by constraints of the FDCPA statutory damage limit, still delivered results with a recovery to fees ratio more proportionate under market metrics to traditional, non-fee-shifting cases.

B. The Quantity and Quality of Class Counsel Work, Risk of NonPayment and the High Stakes in the Litigation All Point to 100% Fee Request Approval

Court examination of incentives bearing on a private-client attorney relationship all point to fee approval. As this court pointed out, markets for legal service would adjust for such factors as quality of attorney performance, the amount of work expended, the risk of nonpayment, and the stakes of the case. *See Nilsen*, 400 F.Supp.2d at 276 (citing *In re Synthroid*, 264 F.3d at 721). We welcome examination of each of those factors here because such analysis of each supports the fee application.

Class Counsel Skill and Work. In line with longstanding First Circuit guidance, the Court weighs Class Counsel's skill and experience before approving fee requests. *See Green v. Transitron Elec. Corp.*, 326 F.2d 492, 496 (1st Cir. 1964). For some courts, "the risk assumed by an attorney is 'perhaps the foremost factor in determining an appropriate fee award." *In re Lupron Mktg. & Sales Pract. Litig*, 2005 WL 2006833 at *4 (D. Mass. 2005).

Class counsel have substantial experience prosecuting complex consumer class actions and were able to bring the experience to bear on the task of achieving the best possible outcome of this litigation.

The attorneys at Francis & Mailman attorneys who initiated and lead much of the litigation have significant experience in consumer protection litigation especially in cases concerning debt collection practices. See Francis Decl. at ¶11. The firm's work has been recognized by courts throughout the country for the high caliber of its work and its experience in consumer protection litigation. This Court too recognized the firm for "extensive experience in class action lawsuits" and for being "well versed in the laws of debt collection." *LaRocque* 285 F.R.D. 139, 149 (D. Me 2012)

Lewis Saul & Associates is nationally recognized for success in consumer cases and a range of other complex litigation. As this Court noted the firm has "abundant class action experience." *Id.* Lewis Saul & Associates has played leading roles in major mass tort and class action litigation for thirty five years. *See* Hinck Decl. at ¶¶ 2, 6.

The substantial settlement amount and practice changes were achieved only because a great deal of time, effort and legal acumen was expended in this vigorously contested and protracted litigation. Despite being tested at every stage in the litigation, Class Counsel devoted extraordinary effort in discovery of Defendants' debt collection practices and assessment of voluminous statistical and documentary evidence related tens of thousands of class members. The factor of the skill of Plaintiffs' counsel – and also the skill of opposing counsel in this litigation – weighs strongly in favor of approval of the requested fee as fair and reasonable.

Risk of Non-Payment. Even given the two firms' collective experience, this case presented novel questions of fact and law calling for perseverance. Class Counsel undertook the case on a strictly contingent fee basis. The complex, long-running, hotly contest litigation created substantial demands on time and resources and entailed significant risks of non-payment for Class Counsel. Plaintiffs had confidence in the merit of their claims, but Defendants vigorously

contested class certification and every facet of the claims in this case. Defendants conceded nothing and Plaintiffs were aware that there would be no assurances of success at trial. *See e.g.,* Prelim. Rev. Hearing Transcript. (6/11/15) at *28. (Mr. Frederico: Defendants considered "risks that the plaintiffs and defendants had"; "no actual damages"; "statutory damages cap"; pending motions for summary judgment.) Though Plaintiffs had successfully sought certification of three classes, they were unsuccessful when seeking additional statutory damages by moving to certify classes in more states. Progress proved to be incremental and uncertain.

High Stakes. The five year duration of the litigation points to the high stakes for Plaintiffs. Achieving class certification underscored Class Counsel's commitment to achieve the best possible result for the class. At the time the parties negotiated a settlement, significant hurdles remained before the case would have gone to trial. Plaintiffs faced uncertainty at all stages. The results with the creation of $3,430,000.00 in Settlement Funds and practices changes in the form of revisions to the RECR3 that address Plaintiffs' allegations attest to persistence, quality legal work and hard, arms-length negotiations by experienced counsel on both sides of the litigation.

C. A Lodestar Cross-Check Amply Supports the Fee Request

The Class Counsel's lodestar merits assessing as a check or validation. *Nilsen v. York County*, 400 F.Supp.2d 266, 271 (D.Me.2005). As it has turned out, an award of the full amount of attorney fees and expenses requested would yield a substantial negative multiplier based on the time expended by the two firms to prosecute this case over the five years it has been pending. The fees accrued on a time-and-services basis with appropriate billing rates equal a sum considerably higher than the pending fee request amount.

Class Counsel's lodestar now exceeds $1,250,511.00 making the requested fees no more than 83.9% of the lodestar. *See* Hinck Decl. ¶14 & Exh. C; Francis Decl, ¶7; Exh. A. This

calculation merely affirms that the compensation proposed for Class Counsel is fair and reasonable, especially given the favorable result for the Settlement Classes. Certainly the lodestar check alleviates any concern that full attorney fee recovery in this case would provide "a windfall" that might serve to "encourage frivolous litigation that benefits primarily lawyers." see *Nilsen v. York County*, 400 F.Supp.2d 266, 270 (D.Me.2005). No part of the favorable outcome, no dollars of the recovery, came easy here. Success required both meritorious claims and a persistent litigation effort.

Lawyers representing the Class, along with paralegals and other professionals at the two firms, expended the hours reported prosecuting the case by, among other things: 1) doing extensive fact and legal research; 2) propounding discovery, briefing and arguing discovery dispute; 3) reviewing voluminous pages of documents; 4) preparing for and taking depositions of Defendants' officers and employees; 5) conducting correspondence by mail and phone with absent class members; 6) preparing for and arguing a petition before the Judicial Panel on Multidistrict Litigation; 7) producing discovery and defending depositions of six class representatives; 8) preparing two motions in support of class certification; 9) opposing Defendant's class certification motion; 10) making arguments and oral presentations in hearings and other conferences before the Court; 11) conducting expert discovery; 12) preparing a summary judgement motion; 13) meeting and conferring with Defendants, first over contentious litigation disputes and eventually in ultimately successful efforts, including mediations, to settle the case; 14) finally working out settlement details; 15) preliminarily presenting the proposed settlement to the Court; and, finally, 16) with an administrator, preparing and disseminating notice to the Class and responding to inquiries. *See* Hinck Decl. ¶¶ 18-54.

In summary, when Class Counsel undertook representation of the consumers subjected to Defendants' debt collection practices, there was no guarantee of any recovery and compensation. Class Counsel litigated this case tenaciously, fronting all costs and working on a contingency basis. This complex action entailed significant risks for Class Counsel and created substantial demands on their time and resources. Class Counsel was aware that the case could take many months of additional grinding litigation. Plaintiffs still faced a real risk of adverse, even fatal decisions on summary judgement. A trial would have been lengthy and complex. Even plaintiffs had obtained a favorable outcome after trial, Defendants could be expected to appeal, which could have negated any positive trial outcome and regardless delayed any payment to class members with a risk of reversal.

II. CLASS COUNSEL ARE ENTITLED TO REIMBURSEMENT OF EXPENSES FROM THE SETTLEMENT FUNDS

Class Counsel requests reimbursement of expenses incurred as of January 10, 2016 in the amount of $72,776.61 not including the costs related to the work of the Settlement Administrator to be paid from the Settlement Funds. Hinck Decl. ¶17 & Exh. C; Francis Decl,¶ 9 & Exh. C. Lawyers whose efforts succeed in creating a common fund for the benefit of a class are entitled not only to reasonable fees, but also to recover from the fund, as a general matter, expenses, reasonable in amount, that were necessary to bring the action to a climax. *In re Fidelity/Micron Securities Litig*., 167 F.3d 735, 737 (1st Cir.1999). Under the he common fund doctrine, private plaintiffs' counsel, whose efforts create a fund to which others also have a claim, are entitled to reimbursement of all reasonable out-of-pocket expenses and costs in prosecution of the claims and in obtaining a settlement. *Vincent v. Hughes Air West, Inc*., 557 F.2d 759, 769 (9th Cir.1977).

Class Counsel submits that the expenses were reasonably and necessarily incurred in prosecuting this action, achieving the proposed Settlement and disseminating Class Notice and

eventually, if approved, administering the Settlement. Some significant costs incurred in the prosecuting this litigation were for travel to take and defend depositions, for court appearances and to meet with experts. Significant outlays were made for expert witness fees. Other significant costs included: court reporter and videographer fees; court and process server fees; data management and research; mediator's fees; copying; and postage and carrier costs. These are reasonable and standard expenses of litigation.

Because of the risk and uncertainty discussed above, Class Counsel were never assured of success and committed resources carefully and only as necessary. These facts call for a full reimbursement of expenses.

III. THE REQUESTED SERVICE AWARDS ARE REASONABLE

For their time and efforts to help bring about a benefit of the Settling Classes, the two class representative should be awarded a reasonable service award. Service or incentive awards serve to promote class action settlements by encouraging named plaintiffs to participate actively in the litigation in exchange for reimbursement for their pursuits on behalf of the class. *See In re Celexa & Lexapro Mktg. & Sales Prac. Litig*., No. 09–civ–2067, 2014 WL 4446464, at *9 (D.Mass. Sept. 8, 2014); Lupron, 228 F.R.D. *In re Lupron Mktg. & Sales Prac. Litig*., 228 F.R.D. 75, 98 (D.Mass.2005).

Plaintiffs seek court approval of two service awards. The petition is for one award in the total amount of $6,000.00 to the longest serving class representative, Plaintiff LaRocque, and a second award of $4,000.00 to class representative Plaintiff Allen. The awards reflect both Plaintiffs important involvement in this litigation, numerous contacts with counsel, review of documents related to the case and participation in discovery including production of records and sitting for depositions.

Mrs. LaRocque and her power of attorney, Deidre Spang, both expended substantial time and effort in the prosecution of this matter, including several hours spent collecting pertinent documents and discussions with counsel prior to the filing of the original complaint. Mrs. LaRocque and Mrs. Spang also spent several hours consulting with counsel to respond to interrogatories and more time to prepare for depositions. Mrs. LaRocque sat for a two-hour deposition, and was also present for the ninety-minute deposition of Mrs. Spang. Mrs. LaRocque continues to be in regular contact with Class Counsel in connection with the case and has discussed and approves of the settlement. Hinck Decl. ¶¶ 20, 27-28.

Ms. Allen signed on to join the litigation and moved to become a class representative in April, 2013. She similarly spent a considerable amount of time collecting and reviewing documents, consulting with Class Counsel to respond to Defendants' interrogatories and to prepare for her deposition. She spent almost a full day in connection with her deposition. Ms. Allen has remained in contact with her counsel to this date discussing case progress and the terms of the proposed settlement. Hinck Decl. ¶44.

These payments, like the attorney fees, are warranted as a result of the significant benefit to class members. It is plain that individual consumers would never have spent the time and money necessary to achieve a recovery for unlawful debt collection. The statutory damages and modest actual damages at issue in this case are the types of damages that class actions are most suited to remedy. *See* NEWBERG ON CLASS ACTIONS § 1.6, at 26 (4th ed.2002); *Amchem Products, Inc. v. Windsor*, 521 U.S. 591, 617 (1997) ("The policy of the very core of the class action mechanism is to overcome the problem that small recoveries do not provide the incentive for any individual to bring a solo action prosecuting his or her rights"). The class representatives along with Class

Counsel provided a service to the class which should be recognized with the requested service award.

CONCLUSION

Class Counsel's request for an award of attorneys' fees in an amount of $1,250,511.00; reimbursement of expenses in the amount of $72,776.61; and service awards to each of the two representative Plaintiffs in a total amount of $10,000 is fair, appropriate, and reasonable. As such, Class Counsel and Plaintiffs respectfully request that the Court grant this request for relief and any other further relief that the Court deems just and appropriate.

Respectfully submitted,

Date: January 11, 2016

LEWIS SAUL & ASSOCIATES, P.C.

/s/ Jon Hinck

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CERTIFICATE OF SERVICE

I do hereby certify that on this day, I caused a true and correct copy of the foregoing Plaintiffs' Motion and Incorporated Memorandum of Law in Support of An Award of Attorneys' Fees, Expense Reimbursement and Service Awards to be served by ECF notification upon the following counsel of record:

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DATE: January 11, 2016

/s/ Jon Hinck
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IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MAINE

TRS RECOVERY SERVICES, INC., and TELECHECK SERVICES, INC., Fair Debt Collections Practices Act (FDCPA) Litigation	**MDL No. 2426** **Master File Civ. No. 2:13-md-2426-DBH** **CLASS ACTION**

This Document Relates To:

JEAN LaROCQUE, ex rel. DEIDRE J. SPANG v. TRS RECOVERY SERVICES, INC. and TELECHECK SERVICES, INC.
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MELISSA ALLEN v. TRS RECOVERY SERVICES, INC. and TELECHECK SERVICES, INC.
Civ. No. 2:11-cv-00091-DBH

[PROPOSED] ORDER GRANTING MOTION FOR AN AWARD OF ATTORNEYS' FEES, EXPENSE REIMBURSEMENT AND SERVICE AWARDS

WHEREAS,

A. Class Counsel, on behalf of Plaintiffs, has filed a Motion for an Award of Attorneys' Fees, Expense Reimbursement and Service Awards;

B. Notice has been provided to the Class Members in accordance with the Order Directing Notice to Class issued July 20, 2015;

C. The Notice disseminated to Class Members disclosed the awards that Class Counsel would seek from the Settlement Funds;

D. The Court held a Final Approval Hearing on January 21, 2016 in the United States Courthouse for the District of Maine;

E. The Court has determined that the proposed settlement is fair, reasonable and adequate and should be approved by the Court; and

F. The Court, having considered all matters submitted to it at the Fairness Hearing, along with all prior submissions by the parties to the Settlement and others, the relevant law and record in this case, has determined the fairness and reasonableness of the Motion for an Award of Attorneys' Fees, Expense Reimbursement and Service Awards.

IT IS HEREBY ORDERED:

The Court hereby GRANTS the Motion for an Award of Attorneys' Fees, Expense Reimbursement and Service Awards and awards:

1. $1,050,000.00 in attorneys' fees to Class Counsel representing thirty-one percent (31%) of the Settlement Funds;
2. $72,776.61 in reimbursement of expenses to Class Counsel; and
3. $10,000.00 in service awards to the Representative Plaintiffs, with Plaintiff Jean LaRocque to receive an award of $6,000 and Plaintiff Melissa Allen to receive an award of $4,000 in recognition of their service to the Class.

All sums awarded are to be paid out of the Settlement Funds.

SO ORDERED.

Dated: _____

_____
D. Brock Hornby
UNITED STATES DISTRICT JUDGE