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17 **(Other Attorneys on Signature Page)**

18 *Class Counsel for Plaintiffs and the Settlement*
19 *Class*

20 **UNITED STATES DISTRICT COURT**

21 **CENTRAL DISTRICT OF CALIFORNIA, SOUTHERN DISTRICT**

22 SEAN HARTRANFT, on behalf of
23 himself and all others similarly
24 situated,

25 Plaintiff,

26 v.

27 TVI, Inc. d/b/a SAVERS, INC.; and
28 APOGEE RETAIL, LLC,

Defendants.

Case No. 8:15-cv-01081-CJC-DFM

CLASS ACTION

**DECLARATION OF DOUGLAS J.
CAMPION IN SUPPORT OF
PLAINTIFF'S MOTION FOR
ATTORNEYS' FEES, EXPENSES AND
INCENITVE AWARD**

Hon. Cormac J. Carney
Hearing Date: October 21, 2019
Time: 1:30 p.m.
Courtroom: 7C

1
2 I, Douglas J. Campion, declare:

3
4 1. I am one of the attorneys for the Plaintiff Sean Hartranft, and for the putative
5 class members herein, together “Plaintiffs” or the “Settlement Class”. I submit this
6 declaration in support of Plaintiffs’ Motion for Attorneys’ Fees, Expenses and
7 Incentive Award (“Fees Motion”). I am the principal of the Law Offices of Douglas
8 J. Campion, APC, and the sole owner and only attorney in my law firm. I worked
9 on this case throughout, from prior to its filing through the present and will continue
10 working through the final approval and beyond until the Settlement terms have been
11 carried out. I have also been appointed to act as Class Counsel on behalf of the
12 Settlement Classes. I am licensed to practice law in California and this Court as
13 well as all federal courts in this state. If called as a witness, I would competently
14 testify to the matters herein from personal knowledge.

15 2. My firm, along with Bisnar|Chase, LLP and the Law Offices of Michael P.
16 Sousa (collectively “Class Counsel”), respectfully move the Court for an Order: 1)
17 awarding to Class Counsel the sum of \$900,000 for attorneys’ fees and costs, with
18 the award inclusive of all of the \$14,335.00 in litigation costs incurred by Class
19 Counsel; and 2) awarding an incentive award payable to Class representative Sean
20 Hartranft in the amount of \$5,000 for the efforts incurred in litigating this matter.
21 We are also seeking Court approval of the amount sought by the Claims
22 Administrator CPT Group, Inc. as estimated for notice and claims administration in
23 the amount of \$421,000, to be paid directly by Defendants to CPT, as agreed upon
24 in the Settlement Agreement. This is not a common fund case but Defendants have
25 stated in the Settlement Agreement they will not oppose any fees, costs and
26 incentive award requests that do not exceed the amounts sought herein.

27 3. Class Counsel diligently investigated the Class claims against Defendants,
28 the law applicable to the claims, and all applicable defenses. Class Counsel made
initial disclosures and exchanged written discovery. Between the Parties, formal

1 written discovery was propounded and responded to, as well the production and
2 exchange of relevant documents. The Parties met and conferred extensively
3 regarding discovery responses and document productions, and finally resolved their
4 discovery issues without Court intervention. Informal discovery also occurred to
5 allow the mediation to proceed.

6 4. Mediation occurred with the Hon. Edward A. Infante, (Ret.), a JAMS
7 mediator well known for his experience in resolving many TCPA cases, as well as a
8 multitude of other settlements. His efforts included a day-long mediation and
9 several follow-up telephone conferences. During the in-person mediation, the
10 Parties did not reach a settlement, but in the follow-up telephone conferences, Judge
11 Infante facilitated a structure to be put in place to allow the Settlement to occur.
12 Negotiations then continued thereafter in a long, hard-fought matter negotiated at
13 arms' length, for many months, resulting in the Settlement.

14 5. Since the initiation of this action, Class Counsel have worked diligently on
15 this case, and have devoted many hours and resources to this case. This case was
16 filed in July, 2015, and this case has been in litigation almost four years to the date
17 of this declaration, and will be litigated more than four years as of the date of
18 hearing this motion and the motion for Final Approval. This case proved to be very
19 difficult due to the Defendants' precarious financial position. The Plaintiffs first
20 sought a common fund settlement at mediation. But it became apparent during
21 negotiations by information provided by Defendants that due to the economic
22 difficulties faced by Defendants, there simply were not the funds available for a
23 common fund settlement as typically obtained in these TCPA cases. Therefore,
24 settlement discussions proceeded to creatively approach a solution that would
25 provide both goods and cash, as finally agreed upon. ¹ As a result, it took a very

26 ¹ For example, in an article published several years ago on Dec. 21, 2015, shortly
27 after the filing of this lawsuit, Moody's downgraded Savers' parent company
28 Evergreen AcqCo 1 LP to Caa1 from B3, downgraded the company in several
ratings, and gave it a "negative" outlook. "The downgrade reflects the company's

1 long time to craft such a settlement. Throughout the lengthy negotiations, the
2 Parties negotiated at arms' length and each point and concession was hard fought to
3 provide a fair settlement to each Class Member. As a result, the Parties believe they
4 have reached an excellent alternative to a common fund settlement that provides
5 cash to those wanting that option but Certificates worth approximately three times
6 the cash value if the Class Members choose to redeem the Certificates at
7 Defendants' stores.

8 6. Class Counsel obtained meaningful relief to the Settlement Class. Any
9 Settlement Class Member that files an approved claim shall receive a certificate
10 from the Claims Administrator. Each certificate shall be: 1) redeemable by the
11 claimant for \$75.00 in merchandise sold at any of Defendants' 145 U.S. Savers or
12 Value Village stores; or 2) alternatively, at the sole discretion of the claimant, he or
13 she may instead redeem the Certificate through the Claims Administrator for a

14 _____
15 weakened liquidity, and Moody's view that if current declines in operating
16 performance are not reversed in 2016, the company could face challenges
17 addressing its July 2017 revolver maturity in a timely and economical manner.”
18 ([https://www.moodys.com/research/Moodys-downgrades-Savers-CFR-
19 to-Caa1-negative-outlook--PR_341755](https://www.moodys.com/research/Moodys-downgrades-Savers-CFR-to-Caa1-negative-outlook--PR_341755).) Things got worse since that article,
20 as noted on June 9, 2017, USA Today quoted Moody's Investor Service as listing
21 the Defendants' parent company Evergreen AcqCo 1 LP as one of 22 companies
22 likely to file for bankruptcy, all having a credit rating of Caa or below,
23 ([https://www.usatoday.com/story/money/2017/06/09/moodys-number-distressed-
24 retailers-tops-total-during-financial-crisis/102626866/](https://www.usatoday.com/story/money/2017/06/09/moodys-number-distressed-retailers-tops-total-during-financial-crisis/102626866/)). See also June 13, 2017
25 Money Magazine article listing the parent company as one of 22 companies facing
26 serious risk of bankruptcy ([http://time.com/money/4812870/retailers-
27 bankruptcy-risk-sears-amazon/](http://time.com/money/4812870/retailers-bankruptcy-risk-sears-amazon/)). That parent company is also on a list
28 published by Business Insider as one of the 18 companies that could be next to file
bankruptcy in 2018 ([https://www.businessinsider.com/bankruptcies-
29 expected-this-year-2018-4](https://www.businessinsider.com/bankruptcies-expected-this-year-2018-4), published April 14, 2018); listed as one of 26
retailers that could go bankrupt in 2018
30 ([https://www.ksdk.com/article/news/nation-world/26-retailers-that-could-
31 go-bankrupt-in-2018/63-500949892](https://www.ksdk.com/article/news/nation-world/26-retailers-that-could-go-bankrupt-in-2018/63-500949892)), published Dec. 20, 2017.

1 check in the amount of \$25.00, paid by Defendants.

2 7. The Attorneys' Fees and Costs and Incentive Award were negotiated by me
3 and only after the parties had reached an agreement on the substantive portion of
4 the Settlement regarding the relief to the Settlement Class. As set forth in the
5 Settlement Agreement, the Settlement is of course not contingent on any Court
6 approval of a specific amount of fees, costs or incentive award. As explained in the
7 Fee Motion, Class Counsel declarations, the documents filed in support of
8 Preliminary Approval and the summaries of my time and fees incurred while
9 working on this case (see Exhibit 1), Class Counsel performed a substantial amount
10 of work in this case and achieving a significant benefit for the Settlement Class.

11 8. Given my firm's experience in effectively and successfully prosecuting
12 complex nationwide class actions such as this (*see* paragraphs 16 through 21
13 below), and that of my co-counsel, we continued to prosecute the Classes' claims in
14 the face of substantial opposition by experienced defense counsel.

15 9. To summarize my time spent and fees incurred, I have spent 395.80 hours to
16 date. At my \$750 per hour billing rate, that equals a firm lodestar of \$296,700.00.²
17 That billing rate has been confirmed as reasonable in prior cases based on my
18 extensive experience in class action cases and the results obtained therein, including
19 Telephone Consumer Protection Act ("TCPA") cases, and my 42 years of
20 experience in litigation. *See Sanders. V. RBS Citizens*, Case No.13-cv-03136 –
21 BAS – RBB (S.D.Cal. Jan. 25, 2017), Order Approving Fees, p. 5: "Counsel
22 document the number of hours worked and the hourly rate billed [\$750 per hour for
23 Campion] for the work. The Court finds both to be reasonable." *See also In Re:*

24 ² This does not include the extensive amount of time to oversee and complete the
25 claims process, oversee the remaining notice process and monitor processing
26 deficient and otherwise incomplete claims, prepare the briefing for final approval,
27 including any responses to objectors, if any, monitoring settlement distribution,
28 responding to Class members' questions, etc. The time incurred will increase by
final approval and Class Counsel will advise the Court of such additional time
incurred prior to the hearing.

1 *Midland Credit Management, Inc. Telephone Consumer Protection Act Litigation,*
2 Case No. MDL No. 2286 – MMA (MDD) (S.D.Cal. Dec. 2, 2016), Amended Order
3 Adopting Reports and Recommendations on Final Approval and Attorneys’ Fees, p.
4 17: “[Special Master] Judge Hoffman reports that he carefully reviewed the
5 declarations of the Plaintiffs’ attorneys and is satisfied that their hours are
6 reasonable and their hourly rates comport with market rates for TCPA cases. The
7 Court has also reviewed counsel’s declarations, and agrees. . . . Mr. Johnson’s
8 declaration supports a finding that both Mr. Campion’s and Mr. Latturner’s rates
9 are reasonable considering their experience.”

10 10. That hourly rate is reasonable and in line with, and based on my experience
11 considered by some to be very conservative compared to, the hourly rates charged
12 by other attorneys in the local legal community. I believe my hourly rate is
13 reasonable and justified here based on my experience, knowledge and background.

14 11. I incurred the majority of the fees due to my efforts in being the lead
15 negotiator with defense counsel Kenneth Payson. All of the time I spent on the case
16 was necessary and required to achieve the result obtained. However, it is also worth
17 noting that throughout my involvement in this case, I did my part to ensure that the
18 tasks necessary to prosecute this case were appropriately allocated and conducted
19 efficiently, without undue duplication of effort, and at minimal expense. Not being
20 paid by the hour, I (like my co-counsel) had every incentive to conduct my efforts
21 efficiently. So too, being responsible for advancing expenses, I had an incentive to
22 not expend funds unnecessarily.

23 12. The fees and costs request includes all costs incurred in the case, in an
24 amount of \$14,335.00. My firm’s costs were \$1,643.30. Those costs are as
25 follows: Airfare to S.F. for mediation on July 6, 2017: \$228.40; Transportation
26 from airport to downtown S.F. for mediation: \$9.00; Parking in SD while in SF:
27 \$14.15; Meals in SF while attending mediation: \$55.08; My share of mediation
28 cost: \$1,336.67. Those costs were necessary and related to the litigation of the case,

1 and included filing, service, the cost of JAMS Mediator Hon. Edward A. Infante,
2 (Ret.), travel by Class Counsel to and from the JAMS office in San Francisco for
3 mediation, hotel rooms, meals, on-line legal research, reproduction, postage /
4 overnight courier, other litigation support-related fees, and other compensable
5 expense items. A true and correct copy of the expenses incurred by all Class
6 Counsel is attached to the Brian D. Chase Declaration (“Chase Decl.”) filed in
7 support of this motion.

8 13. My co-counsel and I agreed to undertake Plaintiff’s and the Classes’
9 case on a contingent basis. I knew from the outset that we would be required to
10 spend potentially thousands of hours investigating and litigating the claims with no
11 guarantee of success, while simultaneously forgoing other opportunities. All Class
12 Counsel have borne that contingency risk. As a result of my commitment to this
13 case, I have turned down other work. Class Counsel have received no
14 compensation in litigating this class action for nearly four years, and have not
15 received reimbursement of their out of pocket costs. The investment of attorney
16 time and expenses has been at risk throughout and depends solely on obtaining a
17 recovery for the Settlement Class. I have advanced costs and committed to
18 representation of the Class in this case, without any assurance that there would be a
19 favorable result or that I would receive any fees or reimbursement of my costs.
20 Further, given the amounts at stake and regardless of the outcome at the class
21 certification stage or trial, the losing party would almost be guaranteed to appeal,
22 thus further delaying and potentially foreclosing any relief to the Class, let alone
23 their counsel. As the Court knows well, many contingent fee cases do not result in
24 compensation for counsel because cases are lost, whether at the pleadings stage,
25 class certification, summary judgment or at trial, often after many hours of
26 attorneys’ time are invested and substantial costs are incurred. As a result, many
27 such hard-fought lawsuits may produce no fees for counsel for a number of reasons,
28 including a change in the law, facts learned after the case proceeded through

1 discovery, or the Court's rulings.

2 11. Nevertheless, and given Class Counsel's experience of effectively and
3 successfully prosecuting nationwide class actions such as this, we prosecuted the
4 Class' claims in the face of the opposition provided by experienced defense
5 counsel. Thus, the contingent nature of the case merits approval of the fees and
6 costs request here.

7
8 12. Class Counsel seek a multiplier here as set forth in the Chase Decl. and the
9 memorandum of points and authorities. We submit the lodestar should be enhanced
10 because of the results achieved, the difficulty of the legal issues presented, the
11 contingent nature of any fee recovery, the delay in receiving payment, and
12 substantial risk of loss at any stage of the proceedings. As explained in the
13 memorandum of points and authorities outlining the factors in support of a
14 multiplier, Class Counsel have satisfied all those factors justifying such a multiplier,
15 including expending substantial time and effort without any payment to date, and
16 advancing litigation costs without assurance of payment, bearing that risk. Based on
17 the risks of this case and the other factors, Class Counsel seek a multiplier, and such
18 a multiplier is clearly justified here. Furthermore, the multiplier will be reduced
19 substantially by the time of the hearing, because of the anticipated additional work
20 and time incurred between now and the hearing.

21 13. Based on all the risks of litigation and all the factors evaluated in deciding to
22 reach the settlement obtained, it is my opinion that the settlement is fair and
23 reasonable and is an excellent result for the Class. I believe the fees and costs
24 requested are reasonable based on the factors set forth in the accompanying
25 memorandum of points and authorities in support of the Fees Motion.

26 14. I also believe the incentive award of \$5,000 to the Class Representative is
27 reasonable. As set forth in his declaration in support of preliminary approval and in
28

1 support of the request for an incentive award (ECF No. 99-7), Mr. Hartranft
2 provided substantial assistance to Class Counsel throughout the case, giving his
3 time without hesitation. As explained in my declaration in support of Preliminary
4 Approval, this incentive award is especially appropriate as Mr. Hartranft received
5 an offer of judgment pursuant to Rule 68 of the Federal Rules of Civil Procedure
6 but turned it down in order to continue this case on behalf of the Class. If he had
7 accepted the offer, this case would have been terminated, and no relief would have
8 been obtained for any member of the Class other than Plaintiff.

9 15. Furthermore, Mr. Hartranft was ready, willing and able to participate in
10 further discovery and to testify at trial, had that been necessary. To my knowledge,
11 he has no conflicts with any other Class member.

12 **CLASS COUNSEL'S EXPERIENCE**

13 16. The Law Offices of Douglas J. Campion, APC has been confirmed as one of
14 the firms acting as Class Counsel for purposes of this action and proceeding with
15 the settlement. I am the only principal and only attorney in my law firm. I was
16 admitted to the State Bar of California in 1977 and have been a member in good
17 standing since that time. Since my admission, I have been engaged in litigation and
18 I have had extensive experience in business litigation prior to working in the class
19 action field. In 1989, I joined the San Diego office of a Philadelphia law firm,
20 Barrack, Rodos & Bacine. Our office engaged in class and derivative litigation
21 exclusively, primarily specializing in plaintiff's class action securities cases. I
22 resigned from the firm in 1996. Barrack, Rodos & Bacine was often co-counsel
23 with Milberg Weiss Bershad Hynes & Lerach in class actions and litigated the same
24 types of cases.

25 17. I feel my experience both in other firms and with my own firm for the past
26 fifteen years supports my request for attorney's fees. A few examples of the cases
27 my prior firm litigated, separately or with co-counsel, and in which I actively
28

1 participated, are as follows:

- 2 a. The Michael Milken - Drexel securities litigation, with a joint recovery
- 3 for all plaintiffs of more than a billion dollars;
- 4 b. The savings and loan securities and derivative litigation of the early
- 5 1990's, in which I represented or litigated against California Federal,
- 6 Far West Financial, Financial Corporation of Santa Barbara, Imperial
- 7 Savings, and others;
- 8 c. Defense contractor over-billing cases, including Lockheed, General
- 9 Dynamics, and Rockwell International;
- 10 d. A number of health care provider cases including National Health
- 11 Laboratories;
- 12 e. National Medical Enterprises, ICN Pharmaceuticals, and Pfizer;
- 13 f. Cases against insurance companies including Blue Cross of California,
- 14 and First Executive Life and its progeny; and
- 15 g. Many other class and derivative actions including L.A. Gear,
- 16 Countrywide Trucking, and Glen Ivy timeshares, among others.

17 18. I have also been lead or co-lead counsel in many other class actions or
18 Business & Professions Code representative actions since I opened my own office
19 over fifteen years ago. Most of those are consumer-related cases. Some other class or
20 17200 representative actions in which I was lead or co-lead counsel since I opened
21 my own office in 2001 are the following:

- 22 a. Gonzalez, et. al., v. Science Applications International
- 23 Corporation, et. al. (state court);
- 24 b. Warner, et al. v. Computer Education Institute, et al. (state
- 25 court),
- 26 c. Smith v. Microskills (state court);
- 27 d. Russell, et al., v. DAT, Inc. dba Laptop Training Solutions (state
- 28

1 court);

2 e. Jared Smith v. Independent Capital Management, Inc., et al.
3 (state court);

4 f. Orttman and Opyrchal, et al., v. New York Life (federal court);

5 g. Bowersox v. Laboratory Corporation of America (state court);

6 h. O'Neal v. NCO Financial Systems, Inc. (federal court);

7 i. McDonald v. Bonded Collectors, Inc. (federal court);

8 j. In Re Brocade Derivative Litigation (state court);

9 k. Kryptonite Locks Coordinated Litigation (state court);

10 l. Shaw v. Tenet Healthcare Corporation, et al. (federal court);

11 m. Rodriquez v. Yum Yum Donut Shops, Inc. (state court);

12 n. Arnn, et al., v. West Coast Aquarium Industries, Inc. (state
13 court);

14 o. Grant v. American Agencies, Inc. (federal court);

15 p. Rogers v. Whitney Education Group (state court);

16 q. Khosorabi v. Nmih Shore Agency, Inc. (federal court);

17 r. Goins v. Checks Cashed for Less, Inc., et al. (state court);

18 s. Fanciullo v. CompuCredit dba Aspire VISA (federal court);

19 t. Kight v. Eskanos & Adler, P.C. (federal court);

20 u. Gulzynski v. Fidelity Title (federal court);

21 v. Kight v. CashCall (state court);

22 w. Grannan v. Direct Electronics, Inc. (state court);

23 x. Bellows v. NCO Financial, Inc. (federal court);

24 y. Adams v. AllianceOne, Inc. (federal court);

25 z. American Apparel, Inc. Derivative Litigation (federal court);

26 aa. Arthur v. Sallie Mae (federal court);

27 bb. Meeks v. CreditWest, et. al. (state court);

28 cc. Shirdel v. Access Group, Inc. (federal court);

- 1 dd. Malta v. Wells Fargo (federal court);
- 2 ee. Robinson v. Midland Funding, LLC (federal court);
- 3 ff. Bennett v. Discover Bank (federal court);
- 4 gg. Dominici v. Wells Fargo (federal court);
- 5 hh. Hurtado v. Progressive Financial Services (federal court);
- 6 ii. Galbraith v. Resurgent (federal court);
- 7 jj. Rose v. Bank of America (federal court);
- 8 kk. Underwood v. San Diego Flight Training, Inc. (state court);
- 9 ll. In Re Jiffy Lube Multi-District Litigation (federal court).
- 10 mm. Sojka, et. al. v. Direct Buy, Inc. (federal court)
- 11 nn. Becerra v. National Recovery Solutions, LLC (federal court)
- 12 oo. Thornton v. NCO Financial Systems, Inc. (federal court)

13 19. I have also had several state appellate court opinions published in which our
14 side prevailed and for which I was counsel of record and responsible for the
15 appellate work. Those include *CashCall, Inc. v. Superior Court* (“*CashCall I*”
16 (2008) 159 Cal. App. 4th 273; *Smith v. Microskills San Diego L.P.* (2007) 153 Cal.
17 App. 4th 892; and *Kight v. CashCall* (2011) 200 Cal. App. 4th 1377 (“*CashCall II*”).
18 The *CashCall I* case expanded the rights of putative class members to obtain pre-
19 certification class member discovery to substitute a new class representative, even
20 when the named plaintiffs had no standing to initially bring the action. In the
21 *Microskills* case, the Court of Appeal limited the ability of the defendant vocational
22 school, a third party to an arbitration agreement between the plaintiff student and the
23 student loan lender, to compel a plaintiff to arbitrate their case against the school.
24 The *CashCall II* case reversed summary adjudication and set forth new law in the
25 field of privacy rights, including eavesdropping.

26 **EXPERIENCE RELEVANT TO THE TELEPHONE CONSUMER PROTECTION ACT**

27 20. I have filed and litigated many other class actions based on the Telephone
28

1 Consumer Protection Act in the past seven years. I have been lead counsel, liaison
2 counsel or class counsel in the TCPA cases obtaining some of the largest monetary
3 and non-monetary settlements to date. As detailed below, those include *Rose v. Bank*
4 *of America Corporation, et al.*, 11-CV-02390-EJD (N.D. Cal 2014), settled in excess
5 of \$32,000,000; the *Malta v. Wells Fargo* mortgage and auto loan robocalling case,
6 settled in excess of \$17,000,000; *Franklin v. Wells Fargo, N.A.*, settled for
7 approximately \$13,800,000; *Arthur v. Sallie Mae*, settled in excess of \$24,000,000;
8 *In Re Jiffy Lube*, settled for certificates/cash, with the certificates valued over
9 \$40,000,000 in value, with a reduced cash value if redeemed for cash; *In Re Midland*
10 *TCPA Litigation*, settled for over \$20,000,000 in value; *Portfolio Recovery*
11 *Associates*, settled for \$18,000,000; and the *Adams v. AllianceOne* case, with a
12 settlement of more than \$9,000,000.

13 21. The following is a partial list of the TCPA class actions which I am or have
14 been personally involved in:

- 15 a. *In Re Jiffy Lube Int'l, Inc. Text Spam Litigation*, MDL Case No.
16 2261, Master Case No. 3:11-MD-02261 – JM- JMA (liaison
17 counsel) (largest combined monetary and certificate for services
18 case to date, approx. \$45,000,000 value);
- 19 b. *Rose v. Bank of America Corporation, et al.*, 11-CV-02390-EJD
20 (N.D. Cal 2014) (Nationwide TCPA class settlement providing
21 relief to over 6.9 million class members, which created a
22 common fund in excess of \$32 million);
- 23 c. *Bellows v. NCO Financial Systems, Inc.*, 07-CV-01413 W(AJB)
24 (S.D. Cal) (One of the first class action settlements under the
25 TCPA in the nation; served as co-lead counsel; final approval
26 grated in 2009);
- 27 d. *Franklin v. Wells Fargo, N.A.*, 14-CV-2349-MMA (BGS
28

1 (S.D.Cal.) (credit card calling case settled for approximately
2 \$13,800,000);

3 e. *Adams v. AllianceOne, Inc.*, 08-CV-0248 JAH WVG (S.D. Cal)
4 (Nationwide TCPA class settlement providing relief of \$40 per
5 claiming class member resulting in over \$2,500,000 paid to
6 claiming class members; final approval granted in 2013);

7 f. *Lemieux v. Global Credit & Collection Corp.*, 08-CV-1012
8 IEG(POR) (S.D. Cal.) (Co-lead counsel on a national TCPA
9 class settlement providing recovery in the amount of \$70 for
10 each claiming class member; final approval granted in 2011);

11 g. *Malta, et al. v. Wells Fargo Home Mortgage, et al.*, 10-CV-1290
12 IEG(BLM) (Served as co-lead counsel for a settlement class of
13 borrowers in connection with residential or automotive loans
14 and violations of the TCPA in attempts to collect on those
15 accounts; obtained a common settlement fund in the amount of
16 \$17,100,000 which was the second largest TCPA settlement at
17 the time, second only to the *Sallie Mae* settlement; final
18 approval granted in 2013);

19 h. *Connor v. JPMorgan Chase Bank, et al.*, 10-CV-1284
20 GPC(BGS) (S.D. Cal.) (Currently serving as co-lead counsel for
21 the settlement class of borrowers in connection with residential
22 loans and TCPA violations stemming from the collection of
23 those accounts); has turned into a bifurcated proceeding with a
24 settlement of more than \$12,000,000, final approval pending);

25 i. *Franklin v. Wells Fargo Bank, N.A.*, 14cv2349-MMA-BGS
26 (S.D.Cal.) (Counsel for Plaintiff in connection with TCPA
27 violations arising from credit card loans, resulting in a
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1 settlement of \$13,859,103.80);

2 j. *In Re: Midland Credit Management, Inc., Telephone Consumer*
3 *Protection Act Litigation*, 11-md-2286 MMA(MDD) (S.D. Cal.)
4 (Co-lead counsel) (Counsel for a Plaintiff in the lead action,
5 prior to the action being recategorized through the multi-district
6 litigation process; appointed co-lead counsel, settled for over
7 \$20,000,000 in value);

8 k. *In Re: Portfolio Recovery Associates, LLC Telephone*
9 *Consumer Protection Act Litigation*, 11-md-02295-JAH(BGS)
10 (Counsel for a Plaintiff in the lead action, appointed liaison
11 counsel in the multi-district litigation process, settled for
12 \$18,000,000);

13 l. *Arthur v. SLM Corporation*, 10-CV-00198 JLR (W.D. Wash.)
14 (Nationwide settlement achieving the then-largest monetary
15 settlement in the history of the TCPA: \$24,115,000; final
16 approval granted in 2012);

17 m. *Wilkins v. HSBC Bank Nevada, N.A.*, Case No. 1:14-cv-190 (N.
18 D. Ill.) (One of Class Counsel firms, obtained final approval of
19 \$39,975,000 settlement, one of the largest TCPA settlements to
20 date);

21 n. *Lo v. Oxnard European Motors, LLC, et al.*, 11-CV-1009-JLS-
22 MDD (S.D. Cal.) (Achieving one of the highest class member
23 payouts in a TCPA action of \$1,331.25; final approval granted
24 in 2012);

25 o. *Sarabri v. Weltman, Weinberg & Reis Co., L.P.A.*, 10-01777-
26 AJB-NLS (S.D. Cal.) (Approved as co-lead counsel and worked
27 to obtain a national TCPA class settlement where claiming class
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1 members each received payment in the amount of \$70.00; final
2 approval granted in 2013);

3 p. *Robbins, et al. v. Coca Cola Co.*, Case No. 13-cv-00132–IEG –
4 NLS (S.D. Cal.) (Decision often cited on pleading standards on
5 motions to dismiss in TCPA actions);

6 q. *Maier v. JC Penney*, Case No. 13cv0163 IEG (DHB) (S.D.
7 Cal.) (Favorable ruling obtained on requirements for pleading
8 the use of an automatic telephone dialing system; also obtained a
9 separate ruling rejecting the application of Rule 68 offers in the
10 Ninth Circuit).

11 22. The cases listed above which have settled have resulted in the creation of
12 combined common funds to class members in over one hundred million dollars. I
13 am proud of my record in the above cases that resulted in substantial recoveries for
14 consumers. As a result, I believe my hourly rate is justified.

15 I declare under penalty of perjury under the laws of the United States of America
16 the foregoing is true and correct. Executed June 17, 2019 at San Diego, California.

17
18 */s/ Douglas J. Campion*
19 DOUGLAS J. CAMPION

EXHIBIT 1

Fee Summary Chart for Law Offices of Douglas J. Champion, APC

Table 1

Attorney	Task:	Total Hours Spent on Task:	TOTALS
Douglas J. Champion	1. Case Investigation/Factual Research/Legal Research	49.2	
	2. Interviewing/Communication with Plaintiffs and Class Members	7.3	
	3. Emails/Conference Calls/Meetings with Co-Counsel and/or Opposing Counsel	29.9	
	4. Pleadings/Briefs/Pre-Trial Motions	41.9	
	5. Written Discovery/Depositions/Document Production and Review/Other Pre-Trial Discovery	49.7	
	6. Communication with Experts/Expert Reports/Expert Discovery	1.9	
	7. Litigation Analysis /Strategy	9.1	
	8. Settlement Discussions / Mediations and Related Preparation/ Settlement Documents	143.3	
	9. Preliminary Approval including briefs, supporting documents, discussions	57.6	
	Total:		Hours: 389.9 Amount: \$292,425