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UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

IN RE CAPACITORS ANTITRUST LITIGATION

THIS DOCUMENT RELATES TO: THE DIRECT
PURCHASER CLASS ACTION

Master File No. 3:17-md-02801-JD
Civil Action No. 3:14-cv-03264-JD

**[PROPOSED] ORDER GRANTING
DIRECT PURCHASER CLASS'S MOTION
FOR ATTORNEYS' FEES,
REIMBURSEMENT OF EXPENSES AND
SERVICE AWARDS**

1 This matter is before the Court on Direct Purchaser Class Counsel’s application for Attorneys’
 2 Fees, Reimbursement of Expenses and Service Awards (“Motion”) (MDL ECF No.¹ 1714) made in
 3 connection with the Class’s Motion for Final Approval of Settlements with Defendants Matsuo Electric
 4 Co., Ltd., Nippon Chemi-Con Corp. and United Chemi-Con, Inc. (collectively “Settling Defendants”),
 5 now pending before the Court for final approval.

6 The present settlements total \$165,000,000 in cash (the “Settlement Fund”). The Settlements
 7 follow earlier rounds of settlements with 17 other defendant corporate families totaling \$439,550,000.
 8 The Court entered orders granting final approval of the prior four rounds of settlements on June 27,
 9 2017, June 28, 2018, May 16, 2019, and November 7, 2020. ECF No.² 1713; MDL ECF Nos. 249, 587;
 10 1422.

11 Class counsel for the Direct Purchaser Class (the “Class”) submit their Motion for attorneys’
 12 fees seeking an award in the amount of \$66,000,000. Class counsel also request reimbursement of
 13 \$3,636,429.21 in costs and expenses incurred and service awards for the named plaintiffs.

14 Upon consideration of the Motion, the supporting declarations concurrently filed therewith, all
 15 other papers in the Court’s files, and the argument at the September 15, 2022, hearing, the Court finds
 16 the following and grants the Motion.

17 I. LEGAL STANDARD

18 A. Attorneys’ Fees

19 Attorneys may recover reasonable attorneys’ fees from a common fund settlement they secure
 20 on behalf of a class. The Supreme Court has explained that “a lawyer who recovers a common fund for
 21 the benefit of persons other than himself or his client is entitled to a reasonable attorney’s fee from the
 22 fund as a whole.” *Boeing Co. v. Van Gemert*, 444 U.S. 472, 478 (1980); *see also Mills v. Elec. Auto-Lite*
 23 *Co.*, 396 U.S. 375, 393 (1970); *Central R.R. & Banking Co. v. Pettus*, 113 U.S. 116, 123 (1885)
 24 (“[W]here one or more of many parties having a common interest in a trust fund takes, at his own
 25 expense, proper proceedings to save it from destruction and to restore it to the purposes of the trust, he

26 _____
 27 ¹ “MDL ECF No. ___” citations are to Case No. 3:17-md-02801.

28 ² “ECF No. _____” citations are to Case No. 3:14-cv-03264-JD

1 is entitled to reimbursement either out of the fund itself or by a proportional contribution from those
2 who accept the benefit of his efforts”). “The rationale behind awarding a percentage of the fund to
3 counsel in common fund cases is the same that justifies permitting contingency fee arrangements in
4 general. . . . The underlying premise is the existence of *risk*—the contingent risk of non-payment.” *In re*
5 *Quantum Health Res., Inc. Sec. Litig.*, 962 F. Supp. 1254, 1257 (C.D. Cal. 1997) (emphasis in original).
6 In addition, attorneys’ fees are awarded as a means of ensuring the beneficiaries of a common fund
7 share with those whose labors created the fund. *See In re Wash. Pub. Power Supply Sys. Sec. Litig.*, 19
8 F.3d 1291, 1300 (9th Cir. 1994) (“[T]hose who benefit from the creation of the fund should share the
9 wealth with the lawyers whose skill and effort helped create it.”).

10 **B. Costs Reimbursement**

11 Counsel may also obtain reimbursement for costs from a common fund settlement. *In re Media*
12 *Vision Tech. Sec. Litig.*, 913 F. Supp. 1362, 1366 (N.D. Cal. 1995) (“Reasonable costs and expenses
13 incurred by an attorney who creates or preserves a common fund are reimbursed proportionately by
14 those class members who benefit by the settlement.”) (citing, *inter alia*, *Mills*, 396 U.S. at 391-92); *see*
15 *also Wolph v. Acer Am. Corp.*, No. C 09-01314 JSW, 2013 WL 5718440, at *5 (N.D. Cal. Oct. 21,
16 2013) (“Counsel are entitled to reimbursement of their reasonable out-of-pocket expenses.”). “The
17 prevailing view is that expenses are awarded in addition to the fee percentage.” *Perez v. Rash Curtis &*
18 *Assocs.*, No. 16-cv-03396-YGR, 2020 WL 1904533, at *21 (N.D. Cal. Apr. 17, 2020) (citations
19 omitted).

20 **C. Service Awards**

21 Class Counsel also seeks service awards for the named plaintiffs. Service awards are “fairly
22 typical in class action cases.” *Rodriguez v. W. Publ’g Corp.*, 563 F.3d 948, 958 (9th Cir. 2009). “Such
23 awards are discretionary, and are intended to compensate class representatives for work done on behalf
24 of the class, to make up for financial or reputational risk undertaken in bringing the action, and,
25 sometimes, to recognize their willingness to act as a private attorney general.” *Id.* (internal citation
26 omitted). Service awards are particularly appropriate when the litigation is “complicated” and “took up
27 quite a bit of the class representatives’ time.” *In re Online DVD-Rental Antitrust Litig.*, 779 F.3d 934,
28

1 947-48 (9th Cir. 2015); *accord In re Facebook Biometric Info. Priv. Litig.*, 522 F. Supp. 3d 617, 633-34
2 (N.D. Cal. 2021). “In deciding whether such an award is warranted, relevant factors include the actions
3 the plaintiff has taken to protect the interest of the class, the degree to which the class has benefited
4 from those actions, and the amount of time and effort the plaintiff expended in pursuing the litigation.”
5 *Cook v. Niedert*, 142 F.3d 1004, 1016 (9th Cir. 1998); *accord Staton v. Boeing Co.*, 327 F.3d 938 (9th
6 Cir. 2003).

7 **II. THE COURT AWARDS CLASS COUNSEL \$66,000,000 AS PARTIAL PAYMENT OF 8 THEIR FEES ACCRUED**

9 **A. The Percentage-of-the-Fund Method for Calculating Fees Is Appropriate Here**

10 District courts in the Ninth Circuit use either the “percentage-of-the-fund” or the “lodestar”
11 method in calculating fees in common fund settlements. *Fischel v. Equitable Life Assur. Soc’y*, 307 F.3d
12 997, 1006 (9th Cir. 2002) (“In a common fund case, the district court has discretion to apply either the
13 lodestar method or the percentage-of-the-fund method in calculating a fee award.”). Using either
14 method, the ultimate inquiry is whether the end result is reasonable. *Powers v. Eichen*, 229 F.3d 1249,
15 1258 (9th Cir. 2000).

16 Where there is an easily quantifiable benefit to the class—namely, the cash recovery achieved
17 through the settlement—the percentage of the fund approach is appropriate. *See In re Bluetooth*
18 *Headset Prods. Liab. Litig.*, 654 F.3d 935, 942 (9th Cir. 2011) (“Because the benefit to the class is
19 easily quantified in common-fund settlements, we have allowed courts to award attorneys a percentage
20 of the common fund in lieu of the often more time-consuming task of calculating the lodestar”). “The
21 use of the percentage-of-the-fund method in common-fund cases is the prevailing practice in the Ninth
22 Circuit for awarding attorneys’ fees and permits the Court to focus on a showing that a fund conferring
23 benefits on a class was created through the efforts of plaintiffs’ counsel.” *In re Korean Air Lines Co.*
24 *Antitrust Litig.*, No. CV 07-05107 SJO (AGRx), 2013 WL 7985367, at *1 (C.D. Cal. Dec. 23, 2013);
25 *see also Bellinghausen v. Tractor Supply Co.*, 306 F.R.D. 245, 260 (N.D. Cal. 2015) (“Because this case
26 involves a common settlement fund with an easily quantifiable benefit to the class, the Court will
27 primarily determine attorneys’ fees using the benchmark method but will incorporate a lodestar cross-
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1 check to ensure the reasonableness of the award.”).

2 Courts supervising antitrust cases in this District regularly apply the percentage of the fund
3 approach. *See, e.g., In re Anthem, Inc. Data Breach Litig.*, No. 15-MD-02617-LHK, 2018 WL 3960068,
4 at *5 (N.D. Cal. Aug. 17, 2018); *In re Lithium Ion Batteries Antitrust Litig.*, No. 13-md-02420-YGR,
5 2018 WL 3064391, at *1 (N.D. Cal. May 16, 2018); *In re TFT-LCD (Flat Panel) Antitrust Litig.*, No.
6 07-1827, 2013 WL 149692, at *1 (N.D. Cal. January 14, 2013); *In re Sorbates Direct Purchaser*
7 *Antitrust Litig.*, No. 98-4886, 2002 WL 31655191, at *3 (N.D. Cal. Nov. 15, 2002); *Van Vranken v. Atl.*
8 *Richfield Co.*, 901 F. Supp. 294, 298 (N.D. Cal. 1995). The Court will do so as well here.

9 Class Counsel requests \$66,000,000 in attorneys’ fees, 40% of the Settlement Fund created by
10 the present round of settlements. Including the \$66,000,000 Class Counsel now requests, Class
11 Counsels’ cumulative fee award would amount to 31.01% of the total settlements reached for the
12 benefit of the Class. “In the Ninth Circuit, the benchmark for percentage of recovery awards is 25
13 percent of the total settlement award, which may be adjusted up or down.” *Carlin v. DairyAmerica,*
14 *Inc.*, 380 F.Supp.3d 998, 1019 (N.D. Cal. 2019) (citing *Hanlon v. Chrysler Corp.*, 150 F.3d 1011, 1029
15 (9th Cir. 1998), *overruled on other grounds by Wal Mart Stores, Inc. v. Dukes*, 564 U.S. 338 (2011));
16 *see also id.* (awarding upward departure of 33.3%). Selection of the benchmark or any other rate,
17 however, must be supported by findings that consider all of the circumstances of the case. *Vizcaino*, 290
18 F.3d at 1048. The benchmark is subject to adjustment—upward or downward—based on the Court’s
19 analysis of the factors the Ninth Circuit considered in *Vizcaino*: (1) the results achieved for the class;
20 (2) the complexity of the case and the risk of and expense to counsel of litigating it; (3) the skill,
21 experience, and performance of counsel on both sides; (4) the contingent nature of the fee; and (5) fees
22 awarded in comparable cases. *See id.* at 1048-50. These factors weigh in favor of awarding Class
23 Counsel’s requested fee award. *See In re: Cathode Ray Tube (CRT) Antitrust Litig.*, No. MDL No.
24 1917, 2016 WL 183285, at *2 (N.D. Cal. Jan. 14, 2016) (applying the *Vizcaino* factors and awarding
25 30% fee award in a direct purchaser case).

26 **B. The *Vizcaino* Factors Warrant Granting Counsel’s Fee Request**

27 Here, each of the *Vizcaino* factors weighs in favor of awarding the requested \$66,000,000. Class
28

1 Counsel’s requested award is consistent with other awards granted by district courts in the Ninth Circuit
 2 in similar cases, and consistent with the Ninth Circuit’s permitted awards calculated using the
 3 “percentage-of-the-fund” approach. *See In re Nat’l Collegiate Athletic Ass’n Athletic Grant-In-Aid Cap*
 4 *Antitrust Litig.*, 768 F. App’x 651, 653 (9th Cir. 2019). Counsel’s Motion requests an award in
 5 accordance with Ninth Circuit precedent. The Court therefore finds it is appropriate here to award Class
 6 Counsel the amount requested

7
 8 **1. Class Counsel Obtained an Exceptional Result for the Direct Purchaser
 Class with The Settlements.**

9 The most important factor is the result achieved for the class. *In re Omnivision Techs., Inc.*, 559
 10 F. Supp. 2d 1036, 1046 (N.D. Cal. 2008). These Settlements—the fifth round of settlements in the
 11 consolidated Direct Purchaser Action—provide the Settlement Class with valuable monetary and non-
 12 monetary benefits.

13 The Settling Defendants’ all-cash payments for the benefit of the Class together will total
 14 \$165,000,000. Coupled with the previous settlement amounts, this will create a settlement fund in total
 15 of \$604,550,000 and is a tremendous recovery in light of the total amount of overcharges as calculated
 16 by the Class’s experts. The present Settlements alone amount to over a third of the total overcharges the
 17 Class has estimated. The Settlements also represent a significant percentage of each Settling
 18 Defendant’s total U.S. overcharges during the relevant period, with many of the Settling Defendants
 19 paying two, three or even higher multiples of the estimated overcharges each were responsible for.
 20 When taken together with the prior settlements, the Class has recovered significantly more than the
 21 single total overcharges as calculated by the Class’s experts. This is certainly an exceptional result.

22 The Settlements’ monetary component—all cash—greatly benefits the Class by providing for
 23 monetary recovery in this case through the claims administration process. Here, a substantial amount of
 24 money stands to be distributed to a relatively small Direct Purchaser Class. ECF No. 173-1 ¶ 89. There
 25 is a real value to Class members of receiving a cash distribution from the Settlements in the near term.
 26 In addition, given the number of Defendants in this action and the risk of treble damages at trial, these
 27 Settlements represent an exceptional result for the class.
 28

1 **2. Class Counsel Took Significant Risks Prosecuting This Litigation.**

2 Class Counsel assumed a significant risk in undertaking this litigation. All understood the risk
3 of contingency litigation and the fact that recovery is never guaranteed. They committed their time,
4 money and energy to the prosecution of a multi-year, international price-fixing cartel case against 22
5 sprawling Defendant corporate families based almost entirely in Japan. This cartel case is complex, and
6 complex antitrust cases like this one often take years to resolve through settlement, trial, or appeal. *See*
7 *id.* As the case has advanced, Class Counsel have committed their time, money, and energy to this
8 litigation while aware that certain Defendants have claimed poor financial health that could ultimately
9 impede or diminish recovery for the Class. As set forth in Lead Class Counsel’s declaration, Lead Class
10 Counsel have expended millions of dollars of their time and incurred millions of dollars in expenses, all
11 on a purely contingent basis. Class Counsel have stated that they had to turn away case opportunities
12 over the last four years to ensure that they could keep dedicated to this case the resources needed to
13 prosecute the Class’s claims. This entails substantial risk. The Class further undertook these risks not
14 once, but twice, due to the suspension of the original trial due to the onset of the COVID-19 pandemic.

15 Class Counsel also incurred risk associated with having a parallel criminal proceeding,
16 addressing the impact of the Foreign Trade Antitrust Improvements Act, 15 U.S.C. § 6a, briefing class
17 certification, and evaluating a large volume of electronic transactional data necessary to prove their
18 case. Each of these risks weigh in favor of granting Class Counsel the requested fee award.

19 **3. Advancing the Litigation to this Point and Obtaining the Settlements Has**
20 **Required Professional Skill.**

21 The docket and the procedural history in this case demonstrate counsel’s expertise and the
22 Class’s successes to date. *See, e.g.*, ECF No. 332, at pp. 5-8. Class Counsel have expertly prosecuted
23 the Class’s claims. They have done so professionally, efficiently, and as good stewards of the Class’s
24 resources.

25 As this Court has previously noted, Class Counsel did not secure successes without determined
26 opposition by well-funded, multinational corporations. ECF No. 1714, at 7. Defendants—including the
27 Settling Defendants—have hired the best antitrust counsel money can buy to defend them against the
28

1 Class's Sherman Act claims. *See Barbosa v. Cargill Meat Sols. Corp.*, 297 F.R.D. 431, 449 (C.D. Cal.
2 2013) ("The quality of opposing counsel is important in evaluating the quality of Class Counsel's
3 work."). Indeed, despite guilty pleas, two rounds of summary judgment, and two trials in which the
4 Court commented on the strength of the Class's case, Defendants still contest liability.

5
6 **4. Awards in Similar Complex Antitrust Cases Demonstrate That Class
Counsel Seek a Reasonable Fee Award.**

7 The requested award of \$66,000,000 matches and is in keeping with fee awards in similar cases,
8 both in the Ninth Circuit and elsewhere. *See Paul, Johnson Alston & Hunt v. Graulity*, 886 F.2d 268,
9 272 (9th Cir. 1989). Class Counsel's request is comparable to percentages awarded to plaintiffs' counsel
10 in other similarly and arguably less complex and challenging antitrust cases not only to cases in this
11 District, but elsewhere in the United States as well. *See, e.g., In re Lenovo Adware Litig.*, No. 15-md-
12 02624, 2019 WL 1791420, at *7-9 (N.D. Cal. Apr. 24, 2019) (30% of \$8,300,000 recovery); *In re*
13 *Lithium Ion Batteries Antitrust Litig.*, No. 13-md-02420-YGR, 2018 WL 3064391, at *1 (N.D. Cal.
14 May 16, 2018) (30% of \$139,000,000 recovery); *In re TFT-LCD (Flat Panel) Antitrust Litig.*, 2013 WL
15 149692, at *2 (30% of \$68,000,000 recovery); *Meijer v. Abbott Labs*, C-07-05985 (N.D. Cal. Aug. 11,
16 2011) ECF No. 514 (33 1/3% of \$52,000,000 recovery); *see also, e.g., Carlin*, 380 F. Supp. 3d at 1022
17 (33% of \$40,000,000 recovery); *Urethane*, 2016 WL 4060156, at *6 (D. Kan. July 29, 2016) (33.33%
18 of \$835,000,000 recovery); *In re Polyurethane Foam Antitrust Litig.*, No. 1:10 MD 2196, 2015 WL
19 1639269, at *7 (N.D. Ohio Feb. 26, 2015) (30% of \$147,800,000 recovery); *In re Checking Account*
20 *Overdraft Litig.*, 830 F. Supp. 2d 1330, 1366 (S.D. Fla. 2011) (30% of \$410,000,000 recovery); *In re*
21 *Linerboard Antitrust Litig.*, No. MDL 1261, 2004 WL 1221350, at *19 (E.D. Pa. June 2, 2004) (30% of
22 \$202,572,489 recovery); *In re Ikon Office Sols.*, 194 F.R.D. 166, 170 (E.D. Pa. 2000) (30% of net
23 \$116,000,000 recovery). As these precedents demonstrate, Class Counsel's request is easily consistent
24 with recognized "market rates," i.e., rates typically awarded in similar contingency fee cases in this
25 District and across the United States, particularly in light of the late stage of the litigation and the state
26 of the Class's evidence here. *See Vizcaino*, 290 F.3d at 1050 ("market rates" are a question of "lawyers'
27 reasonable expectations [for recovery of contingent fees], which are based on the circumstances of the
28

1 case and the range of fee awards out of common funds of comparable size.”).

2
3 **5. Class Counsel Undertook a Significant Financial and Resource Burden in Prosecuting the Class’s Claims.**

4 Class Counsel have invested significant amounts of time, money, and resources in this case for
5 over three years, as shown in their time and expense records. The Court is aware of the quality of legal
6 work done by counsel on behalf of the Class—including deftly presenting the case at not one but two
7 trials, all under the backdrop of the COVID-19 pandemic. Under the active supervision of Lead Class
8 Counsel, the firms have worked closely together as an efficient team. Class Counsel have set forth for
9 the Court the details regarding their contributions to this litigation in their declarations attached to Lead
10 Class Counsel’s Declaration.

11
12 **6. Lodestar Cross-Check Confirms That the Fees Sought by Class Counsel Are Reasonable.**

13 A lodestar cross-check may be used to ensure that class counsel has done the work necessary to
14 justify the fee sought. *Vizcaino*, 290 F.3d at 1050; *see also In re Rite Aid Corp. Sec. Litig.*, 396 F.3d
15 294, 306-07 (3d Cir. 2005) (“[T]he lodestar cross-check calculation need entail neither mathematical
16 precision nor bean-counting. The district courts may rely on summaries submitted by the attorneys and
17 need not review actual billing records.”) (citation omitted).

18 Because the total work performed by counsel from inception of the case makes each settlement
19 possible, courts typically base fee awards in subsequent settlements on all work performed in the case.
20 *Lobatz v. U.S. W. Cellular of Cal., Inc.*, 222 F.3d 1142, 1149-50 (9th Cir. 2000); *In re Se. Milk Antitrust*
21 *Litigation*, No. 2:07-CV 208, 2013 WL 2155387, at *4 (E.D. Tenn. May 17, 2013); *see also In re*
22 *Transpacific Passenger Air Transp. Antitrust Litig.*, No. 3:07-cv-05634-CRB, 2019 WL 6327363, at *6
23 (N.D. Cal. Nov. 26, 2019). Indeed, when considering fee awards for subsequent settlements, courts
24 typically calculate the lodestar multiplier by dividing (1) all past and requested fee awards by (2) all of
25 counsel’s time from inception of the case. *See, e.g., In re Se. Milk Antitrust. Litig.*, 2013 WL 2155387,
26 at *4; *see also, e.g., In re Air Cargo Shipping Servs.*, No. 06–MD–1775 (JG)(VVP), 2012 WL 3138596,
27 at *5 (E.D.N.Y. Aug. 2, 2012).

1 Class Counsel’s cumulative lodestar as of the filing of their motion for fees, is \$103,802,430.30.
 2 Class Counsel’s cumulative fee awards to date including the present request is \$\$187,490,000. Using
 3 the lodestar cross-check, the fees sought here in addition to the attorneys’ fees previously awarded by
 4 the Court for prior settlements result in a lodestar multiplier of 1.81. In the Ninth Circuit, a lodestar
 5 multiplier of around 4 times has frequently been awarded in common fund cases such as this. *See*
 6 *Vizcaino*, 290 F.3d at 1051 (multiplier of 3.65 held “within the range of multipliers applied in common
 7 fund cases”); *Van Vranken*, 901 F. Supp. at 298 (“Multipliers in the 3-4 range are common in lodestar
 8 awards for lengthy and complex class action litigation.”) (citations omitted); *see also Lidoderm*, 2018
 9 WL 4620695, at *3 (approving 1.37 multiplier). The lodestar cross-check thus confirms that Counsel’s
 10 \$66,000,000 fee request is reasonable and should be awarded as requested.

11 **III. THE COURT AWARDS COUNSEL’S REQUEST FOR REIMBURSEMENT OF COSTS** 12 **AND EXPENSES ADVANCED**

13 The Court grants Counsel their request for reimbursement of expenses they have incurred and
 14 advanced between January 1, 2020 to present, in the amount of \$3,636,429.21. This amount is to be
 15 paid from the Settlement Fund. This amount is a fraction of the amounts incurred to date. It is
 16 appropriate to reimburse attorneys prosecuting class claims on a contingent basis for “reasonable
 17 expenses that would typically be billed to paying clients in non-contingency matters,” i.e., costs
 18 “incidental and necessary to the effective representation of the Class.” *Trosper v. Stryker Corp.*, No. 13-
 19 CV-00607-LHK, 2015 WL 5915360, at *1 (N.D. Cal. Oct. 9, 2015) (citing *Harris v. Marhoefer*, 24 F.3d
 20 16, 19 (9th Cir. 1994)); *see also In re Omnivision Techs.*, 559 F. Supp. 2d at 1048. Reasonable
 21 reimbursable litigation expenses include: those for document production, experts and consultants,
 22 depositions, translation services, travel, mail and postage costs. *See In re Media Vision Tech. Sec. Litig.*,
 23 913 F. Supp. 1362, 1366 (N.D. Cal. 1995) (court fees, experts/consultants, service of process, court
 24 reporters, transcripts, deposition costs, computer research, photocopies, postage, telephone/fax);
 25 *Thornberry v. Delta Air Lines*, 676 F.2d 1240, 1244 (9th Cir. 1982) (travel, meals and lodging),
 26 *remanded on other grounds*, 461 U.S. 952 (1983). Under the common fund doctrine, plaintiffs’ counsel
 27 should receive reimbursement of all reasonable out-of-pocket expenses and costs in prosecution of the
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1 claims and in obtaining a settlement. *Vincent v. Hughes Air West, Inc.*, 557 F.2d 759, 769 (9th Cir.
 2 1977). The Court finds that the advanced expenses set forth in the Motion and Lead Counsel’s
 3 Declaration were reasonable and necessarily incurred in connection with the Class’s prosecution of this
 4 action to date.

5 **IV. THE COURT AWARDS COUNSEL’S REQUEST FOR SERVICE AWARDS FOR THE**
 6 **NAMED PLAINTIFFS.**

7 In light of the class representatives’ declarations, and considering the factors outlined in relevant
 8 Ninth Circuit authority, *see Staton*, 327 F.3d at 977; *Cook*, 142 F.3d at 1016, the Court grants Counsel’s
 9 request for service awards for the named plaintiffs in the amounts of: \$100,000 for Plaintiff Chip-Tech
 10 Ltd. (“Chip-Tech”); \$100,000 for Plaintiff eIQ Energy, Inc. (“eIQ”); \$75,000 for Plaintiff Dependable
 11 Component Supply Corp.; and \$50,000 for Plaintiff Walker Component Group, Inc. Class Counsel has
 12 not previously sought service awards in this case.

13 Each of the class representatives here has taken actions to protect the interests of the Class.
 14 Specifically, each of the class representatives have been actively involved in the litigation by
 15 maintaining close contact with Class Counsel throughout the litigation. *See* Krzywinski Decl., ¶¶ 7-9;
 16 Lubman Decl., ¶¶ 5-16; Ryan Decl., ¶¶ 7-9; Walker Decl., ¶¶ 6-8. Moreover, each class representative
 17 has spent dozens if not hundreds of hours working on this case over the past four years, including by
 18 gathering and producing thousands of documents during the course of this litigation, preparing
 19 interrogatory responses, preparing for and sitting for multiple depositions, reviewing deposition
 20 transcripts, and devoted dozens to hundreds of hours in assisting Class Counsel in prosecuting this case.

21 In particular, Plaintiffs Chip-Tech and eIQ took significant actions to protect the interests of the
 22 Class. Chip-Tech and eIQ representatives Barry Lubman and Gene Krzywinski respectively testified at
 23 trial not once, but twice, and all under the backdrop of the COVID-19 pandemic. “[T]he Court knows
 24 firsthand from seeing plaintiff[s] [Lubman and Krzywinski] on the witness stand during the . . . trial[s]
 25 that [they] ha[ve] put time and effort into this case, likely more than is asked of the usual named class
 26 action representative.” *Norcia v. Samsung Telecomms. Am., LLC*, No. 14-cv-00582-JD, 2021 WL
 27 3053018, at *5 (N.D. Cal. July 20, 2021). Indeed, the awards Class Counsel seeks are commensurate
 28

1 with service awards given by courts not only in this district, but across the United States, even in cases
 2 that did not progress to jury trial once, let alone twice. *See, e.g., In re High-Tech Emp. Antitrust Litig.*,
 3 Case No. 11-CV-02509-LHK, 2015 WL 5158730, at *17-18 (N.D. Cal. Sep. 2, 2015) (approving
 4 service awards of \$120,000 and \$80,000); *see also, e.g., id.* at *18 (collecting cases granting service
 5 awards in excess of \$125,000); *In Skelaxim (Metaxalone) Antitrust Litig.*, No. 2:12-cv-83, 2014 WL
 6 2946459, at *3-4 (E.D. Tenn. June 30, 2014) (\$50,000 service award for each class representative); *In*
 7 *re Cardizem CD Antitrust Litig.*, 218 F.R.D. 508, 535-36 (E.D. Mich. 2003) (granting service awards of
 8 \$75,000 to corporate class representatives).

9 Further, the ratio between service awards and average class member recovery is reasonable. The
 10 average recovery unnamed class members received for the first four rounds of settlement is
 11 \$630,521.82—significantly above the requested aggregate total of service awards Class Counsel
 12 requests. That is before accounting for the distribution of the pending settlements with Matsuo and
 13 Chemi-Con. *See Online DVD-Rental*, 779 F.3d at 947. The aggregate service awards requested by Class
 14 Counsel amounts to 51% of the average recovery for an unnamed class member, and courts have
 15 approved *individual* service awards which are many times that ratio. *See High-Tech* at *18 (approving
 16 service awards of about 14 to 21 times average class member recovery); *Lemus v. H & R Enters. LLC*,
 17 No. C 09-3179 SI, 2012 WL 3638550, at *5-6 (N.D. Cal. Aug. 22, 2012) (approving \$15,000 service
 18 awards where average class recovery about \$1,200). The requested service awards therefore are well
 19 within the range of reasonableness.

20 For the reasons set forth above, the Court finds that service awards are warranted and will grant
 21 Chip Tech \$100,000 from the Settlement fund; eIQ \$100,000 from the Settlement Fund; Dependable
 22 Component Supply Corp. \$75,000; and Walker Component Group Inc., \$50,000.

23 IT IS SO ORDERED.

24
 25 Dated:

26 _____
 27 HON. JAMES DONATO
 28 United States District Judge