IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLUMBIA

Bonnie Brown, Leslie Baginski, Lisa Cummings-Gallina, Laurie Introp, Lisa Levine, Bridget Oliveto, & Lindsay Pihaly on behalf of themselves and all others similarly situated, Plaintiffs, v. Medicis Pharmaceutical Corporation, Defendant.	)	NO. 1:13-cv-01345 CLASS ACTION

MEMORANDUM IN SUPPORT OF PLAINTIFFS' MOTION FOR AN AWARD OF ATTORNEYS' FEES AND EXPENSE REIMBURSEMENT

I. INTRODUCTION

Class Counsel achieved extraordinary results for current, former and future female field sales representatives at Medicis ("Medicis" or "the Company"). 225 women, 99 of whom submitted claim forms, are eligible for monetary awards from a $7.15 million Settlement Fund created by the parties' Modified Settlement Agreement of January 14, 2015 ("Settlement Agreement" or "S.A.").[1] When considered on a per-class member basis, the Settlement Fund provides monetary relief ranking among the highest in a gender class action in U.S. history. (Mehri Decl. ¶ 48)[2]. Non-claimants as well as claimants will benefit from the substantial three-year programmatic relief that will be implemented. *Id*. ¶ 46. This relief is aimed at improving gender equity with respect to the advancement and compensation of female employees; fostering

[1] The parties' Modified Settlement Agreement is ECF 30-2 and is appended to Plaintiffs' Memorandum of Points and Authorities in Support of the Parties Joint Motion for Final Approval of The Proposed Class Settlement as Exhibit 2.

[2] Class Counsel Cyrus Mehri's Declaration in support of Final Approval and Attorneys' Fees and Expense Reimbursement (hereinafter "Mehri Decl.") is attached as Exhibit 1 hereto.

fair treatment of employees with caregiving responsibilities; assuring protection of employees who may have been subject to discrimination and harassment; and providing guidance to all employees regarding the appropriate consumption of alcohol at company events and prohibition of romantic/sexual relationships between supervisors and subordinates. S.A. § VII(A)-(B). The parties used pioneering efforts to achieve these long-lasting, important results through open dialogue and effective problem solving, and without contentious litigation. Class Members have responded universally favorably to the Settlement, with not a single objection or request to opt out received by the Claims Administrator. *Id*. ¶ 68.

These impressive results warrant the award of the attorneys' fees and expense reimbursements requested by Class Counsel. The requested award is well within the typical range of attorneys' fee award percentages granted for common fund cases in this District. The multiplier of 1.065 is below the amount typically awarded in comparable cases. *Id*. ¶ 56. The request is even more reasonable when one considers the extraordinarily high-risk practice area of class action employment discrimination litigation and the fact that the number of firms practicing in this area has plummeted due to the increased risk. *Id*. ¶ 43. While this practice area was among the most risky fields of class action practice even before the Supreme Court's landmark decision in *Wal-mart Stores Inc. v. Dukes*, 131 S. Ct. 2541 (2011) (hereinafter "*Wal-Mart*"), the risks inherent in the practice increased even further after that decision was issued five years ago. *See, e.g.*, John C. Coffee Jr., "*You Just Can't Get There From Here": A Primer on Wal-Mart v. Dukes*, Class Action Litigation Report (BNA) 12 CLASS 610 (July 8, 2011). (Mehri Decl. ¶ 43). Further, the Settlement Agreement contemplates payment of attorneys' fees in the requested amounts and reimbursement of advanced expenses.

Based on the remarkable results achieved, the extensive efforts of Class Counsel in the face of substantial risk, and the absence of any objection to the requested attorneys' fee award, Plaintiffs respectfully request that this Court grant their Motion.

II. BACKGROUND

Class Counsel's Motion arises from the Settlement of a nationwide class action commenced in this Court on September 5, 2013, alleging that Defendant discriminated against female financial field sales representatives in its Aesthetics and Dermatology Divisions in violation of Title VII of the Civil Rights Act of 1964, 42 U.S.C. §§ 2000e, *et seq.* ("Title VII") and applicable state civil rights laws. After an extensive investigation and hard-fought, arms-length negotiations, the parties reached a settlement which includes virtually unprecedented monetary relief when considered on a per-class member basis. (Mehri Decl. ¶ 47). The Settlement also provides for substantial programmatic relief for current and future employees of the Company.

The parties modified the Settlement in response to the Court's concerns regarding certification of the hostile environment claims based on the record available at the preliminary approval stage. After submission of the claim forms from Class Members, Class Counsel successfully moved for expansion of the scope to include these hostile environment claims, making this case one of the few in the history of U.S. jurisprudence in which claims of gender-based hostile environment have achieved class certification. (Mehri Decl. ¶ 37-39).

The Modified Settlement Agreement specifies that, subject to Court approval, Class Counsel will be compensated for their time and reimbursed for advanced expenses from the common fund. *See* S.A. §X. As contemplated by the Settlement Agreement, Class Counsel

seeks fees in the amount of 35% of the proposed $7.15 million monetary settlement for work already performed and reimbursement of $156,000 of reasonable expenses. Also as contemplated by the Settlement Agreement, Class Counsel seeks a payment of $150,000 on the one year anniversary of final approval for fees and expenses to be incurred in implementing the Settlement Agreement, plus any interest earned on those amounts until the dates of disbursement to Class Counsel.

In compliance with Rule 23(h)(1) of the Federal Rules of Civil Procedure, notice of Class Counsel's fee request was included in the Notice of Class Action, Proposed Settlement Agreement and Settlement Hearing (hereinafter "Notice") (ECF 30-3). The Claims Administrator sent Notice to Class Members on August 20, 2015, October 15, 2015, and November 2, 2016. (*See* Kovach Decl. ¶¶ 3-9).[3] Class Members had 45 days after Notice was mailed to object to the Settlement. During the objection period, the parties received no objections to the settlement or to the attorneys' fees request. *Id*. ¶11. The Claims Administrator mailed the Second Notice to all 225 Class Members on April 5, 2016. *Id*. ¶ 9. This Notice informed Class Members of the date of the final fairness hearing. *Id*.

III. THE FEE REQUEST IN THIS CASE IS FAIR AND REASONABLE, CONTEMPLATED BY THE PARTIES' SETTLEMENT, AND CONSISTENT WITH THE CASE LAW IN THIS CIRCUIT AND THIS COURT'S PRIOR OPINIONS

Class Counsel are entitled to an award of attorneys' fees and expenses in this action pursuant to the common fund doctrine, *see generally Swedish Hosp. Corp v. Shalala*, 1 F.3d 1261 (D.C. Cir. 1993), and by agreement of the parties. *See* Settlement Agreement §X.

[3] Loree Kovach's Declaration is attached to Plaintiffs' Memorandum in Support of the Motion for Final Approval of the Class Settlement as Exhibit 3.

The fees requested by Class Counsel are consistent with the law of this Circuit and District and the principles set forth by this Court's decisions in *In Re Fannie Mae Securities Litigation*, 4 F. Supp. 3d 94 (D.D.C. Dec. 6, 2013) (hereinafter "Fannie Mae") and *Hubbard v. Donahoe*, 958 F. Supp. 2d 116 (D.D.C. July 31, 2013). As this Court noted in *Fannie Mae*:

> In a common fund case, such as this one, our Circuit has joined other circuits in concluding that a percentage-of-the-fund method is the appropriate mechanism for determining the attorney fees award…[C]ourts in this District have often considered the following seven factors (1) the size of the fund created and the number of persons benefitted (2) the presence or absence of substantial objections by class members to the settlement terms or fees requested by counsel (3) the skill and efficiency of the attorneys involved (4) complexity and duration of litigation (5) the risk of nonpayment (6) the time devoted to the case by plaintiffs' counsel and (7) awards in similar cases.

In Re Fannie Mae Securities, 4 F. Supp. 3d at 110 (internal quotation omitted). "In the common fund context, the percentage of recovery method does a better job of guarding against potential abuses than the lodestar method." *Hubbard*, 2013 U.S. Dist. Lexis at *19. Using the percentage of the fund method, the Court considers the appropriate percentage to be awarded under the case law of this jurisdiction and under the facts and circumstances of this case.

A. *Fannie Mae* Factor 1 (Per Class Member Result Achieved)

Class Counsel achieved an extraordinary result for the class. A common fund of $7.15 million was available to 225 Class Members, an average of about $32,000 per Class Member. To the best of Class Counsel's knowledge, this is largest gender discrimination class action settlement of the past ten years on a per Class Member basis:

Case	Type of Claim	Settlement Amount	No. of Class Members	Amount per Class Member
Brown v. Medicis	Gender	$7.1M	225	$32,000
Moore v. Publicis Groupe	Gender	$2.9M	Abt 100	$29,000

Velez v. Novartis	Gender	$152M	5,600	$27,000
Carter v. Wells Fargo	Gender	$32M	1,200	$27,000
Aviles v. BAE Systems	Gender	$3M	177	$17,000
Augst-Johnson v. Morgan Stanley	Gender	$46M	2,867	$16,000
Amochaev v. Citigroup Global Markets d/b/a Smith Barney	Gender	$33M	Abt 2,400	$15,000

Ninety-nine of the 225 Class Members submitted claim forms by the deadline of November 18, 2015. (Kovach Decl. ¶ 12). Although the actual award made to each claimant will vary based on the individual's tenure with Medicis and unique information submitted on her claim form, the average award to each claimant will be about $44,000, even after deduction of the requested fees and expenses. This average award per claimant is exceptional even compared to the other cases listed above partly because Class Counsel and Defendant's counsel were able to resolve the case efficiently.

In addition to these substantial monetary benefits, the class will receive significant programmatic relief, detailed in Plaintiffs' Motion for Final Approval of Settlement and in the Settlement. The Company will implement not only the programmatic changes outlined in §VII(A) of the Settlement, but also the Additional Policies in §VII(B) because Class Counsel was able to establish that the scope of the class claims should be expanded to include hostile environment claims after the Court's initial hesitation to do so based on the record before it at the preliminary approval stage. (Mehri Decl. ¶ 31, 37-38).

Lastly, the Class has achieved recognition – through certification by the Court – of the hostile environment that they suffered while working at Medicis. Only a handful of classes in the history of U.S. jurisprudence have achieved certification of gender-based hostile work environment claims. *See, e.g., Wilfong v. Rent-A-Center, Inc*., 2001 U.S. Dist. LEXIS 22718 at *16 (S.D. Ill. 2001); *Bremiller v. Cleveland Psychiatric Inst*., 195 F.R.D. 1, 22, 2000 U.S. Dist.

LEXIS 14018, *63 (N.D. Ohio 2000); *Warnell v. Ford Motor Co*., 189 F.R.D. 383, 391, 1999 U.S. Dist. LEXIS 16563, *25 (N.D. Ill. 1999); *Jenson v. Eveleth Taconite Co*., 139 F.R.D. 657, 664 (D. Minn. 1991); *Markham v. White*, 171 F.R.D. 217, 224, 1997 U.S. Dist. LEXIS 845, *21 (N.D. Ill. 1997). *See also EEOC v. Mitsubishi Motor Mfg. of Am*., 990 F. Supp. 1059, 1079 (C.D. Ill. 1998) (civil pattern or practice action brought by EEOC for sexual harassment claims).

In sum, the results achieved for the Class strongly support Class Counsel's fee request.

B. *Fannie Mae* Factor 3 (Skill and Efficiency of Attorneys Involved)

The extraordinary result achieved could not and would not have happened but for the unique skills of Class Counsel developed over 25 years of practice. If assessed on a scale of 1 to 10, the factual and legal issues in this case approach a 10, requiring highly skilled knowledge and use of statistical data, development of witness testimony on highly sensitive issues, and knowledge of evolving complex case law.

Class Counsel were able to rise to the demands of this case because they are highly skilled and experienced in the field of employment discrimination class actions. Mr. Mehri has represented plaintiffs in dozens of class actions, including the representation of women and people of color in various civil rights class actions. *Id*. ¶ 5. He currently serves as co-lead class counsel in certified plaintiff classes in this district, including two of the largest per Class Member settlements listed above. *See Carter v. Wells Fargo Advisors, LLC*, No. 1:09-CV-01752-CKK (D.D.C. June 9, 2011) (Kollar- Kotelly, J.) ($32 million settlement and programmatic relief on behalf of female financial advisors); *Augst-Johnson v. Morgan Stanley & Co.*, No. 1:06-CV-01142 (D.D.C. Oct. 26, 2007) (recently referred to Kollar-Kotelly, J.) ($46 million settlement and similar injunctive relief). (Mehri Decl. ¶ 6). This Court has also appointed Mehri & Skalet as co-lead interim class counsel on behalf of consumers in *Mackmin v. Visa Inc. et. al*., 1:11-CV-

1831 (D.D.C. March 3, 2016). Michael Lieder, one of the lawyers in Mr. Mehri's firm, also has served as lead counsel in some of the largest employment discrimination cases in the District. *Id.* ¶ 7.

Co-lead counsel Ms. Kane has primarily devoted her practice to employment discrimination and civil rights work, and has represented thousands of employees in mass, group, and class actions in labor and employment cases. *Id.* ¶ 9. Recently, she served as co-lead counsel in *Kudo v. Panda Restaurant Group, Inc., et al.*, 7:09-cv-00712 (S.D.N.Y. June 26, 2015), which achieved a $2,975,000 settlement for a class of 155 members under the FLSA. *Id.* ¶ 9. In *Kudo*, Judge Cathy Seibel stated of Ms. Kane and her colleagues that "Class Counsel have extensive knowledge in litigating wage and hour collective and class actions such as this, are familiar with the complex factual and legal questions at issue in this Litigation, and have and will continue to adequately represent the Plaintiffs and members of the Settlement Class in a comprehensive and vigorous manner." *Kudo*, 7:09-cv-00712 at 3 (S.D.N.Y.) (ECF 309).

Thus, if the Court grants final approval to this settlement, Class Counsel will have successfully litigated four of the seven largest employment gender discrimination class actions of the past decade.

Class Counsel, along with lead counsel for Defendant, who also deserves credit for the efficient and fair outcome, exhibited their skills in this case by efficiently resolving the disputes rather than expending unnecessary time and expense in discovery squabbling and motion practice. *Cf Hubbard v. Donahoe*, 958 F. Supp. 2d at 118 (parties reached resolution only "[a]fter litigating before the EEOC and this Court for approximately nine years.")

Class Counsel enhanced the efficiencies arising from the avoidance of excessive litigation by staffing the case in an efficient and controlled manner. Unlike counsel in *Hubbard*

v. Donahoe, 958 F.Supp. 2d at 125 (D.D.C. July 31, 2013), the Settlement Class here was represented by only two firms, each of which had leanly-staffed and well-managed teams of attorneys and support staff. (Mehri Decl. ¶ 57).

C. *Fannie Mae* Factor 2 (Presence or Absence of Objections)

A lack of objections to counsel's fee request by Class Members weighs in favor of a determination that the requested fee award is reasonable. *See Swedish Hosp. Corp.*, 1 F.3d at 1271; s*ee also Stephens v. U.S. Airways Grp., Inc.*, 102 F.Supp.3d at 231 (noting that class members raised no objections); *In re Baan Co. Sec. Litig.* 288 F.Supp.2d 14, 17, (D.D.C 2003) (noting that only one objection to counsel's application for attorneys' fees had been filed). Consistent with the Settlement Agreement, *see* §IV, Notice was sent to all Class Members. (Kovach Decl. ¶¶ 3-9.) The Notice contained clear and full disclosure of the fee request made by Class Counsel. No Class Members objected to the fees requested by Class Counsel (or to any other provisions of the Settlement Agreement) or opted out. (*See* Mehri Decl. ¶35.) The lack of objections to Class Counsel's fee request is a strong indication that the Class Members find the request to be fair and reasonable and, thus, supports Class Counsel's fee request.

D. *Fannie Mae* Factor 4 (Complexity and Duration of Litigation)

This case had substantially more complexity than most comparable cases because it involved both statistically based economic claims and hard to prove hostile work environment claims. In 2008, Named Plaintiff Laurie Introp contacted Ms. Kane's firm regarding a potential individual gender discrimination claim against Medicis. Through efforts to find corroborating witnesses, Class Counsel talked with over two dozen employees and were ultimately retained by seven of them. (Mehri Decl. ¶¶ 14, 22). They told stories with a variety of foci, involving discrimination in pay, job placements, advancement, treatment during leaves, and harassment.

Ms. Kane brought in Mr. Mehri and his firm, and Class Counsel together decided that the intentional discrimination of Medicis' then-CEO, Jacob Shacknai, and his control group, unified what were otherwise varied claims. While Class Counsel were still shaping the case theory, the Supreme Court issued its decision in *Wal-Mart*, requiring some "glue" to hold class claims together. *Id*. ¶ 15. Whereas most employment discrimination class cases are held together by challenges to one or two flawed policies or practices, Class Counsel made the decision to treat the intentional discrimination of the CEO and his control group as part of the "glue" that provided commonality to Class Members' claims. *Id*. To the best of Class Counsel's knowledge, this is the only post-*Wal-Mart* case to successfully advocate for a case based on intentional discrimination from a company's top ranks. *Id*.

In pursuing this theory, Class Counsel has: intensely investigated this case; interviewed numerous witnesses; ushered the case through the EEOC process; analyzed the legal framework and framed the claims while the legal landscape for equal employment opportunity class actions has undergone seismic transformations post-*Wal-Mart*; engaged in multiple mediation sessions, in person and telephonically, to address disputed issues, overseen by a skilled and noted mediator; reviewed and analyzed thousands of pages of documents; retained and worked closely with a labor economics expert and questioned the competing analysis of Defendant's labor economics expert both orally and in writing; drafted settlement documents; participated in court hearings while responding to a rigorous approval process under the watchful eye of this Court; and kept the clients apprised of developments throughout the eight year process from initial contact to final approval hearing. (Mehri Decl. ¶¶ 11-39). These broad characterizations are explained in more detail in paragraphs 35-48 of Supplemental Declaration of Cyrus Mehri In

Support of the Joint Motion for Preliminary Approval of the Class Action Settlement (ECF 24-1)(hereinafter "Supplemental Mehri Declaration").

Class Counsel's work did not slow down after this Court's grant of Preliminary Approval of the Settlement Agreement in August 2015. Prior to the deadline for the submission of claim forms, Class Counsel assisted Named Plaintiffs and many Class Members with the preparation of their claim forms, which involved multiple rounds of edits and telephonic meetings. (Mehri Decl. ¶ 34). Class Counsel also fielded questions from members of the class regarding the claims process. Once the claim forms were submitted, Class Counsel reviewed each of the 99 claim forms and extracted detailed allegations of sexual harassment, which included: an inappropriate interview process, inappropriate offensive comments during work meetings, the occurrence of quid pro quo advances, and pregnancy discrimination. Counsel then prepared a detailed analysis for the Court's review. *Id.* ¶ 37. In addition to producing an extensive written analysis, Class Counsel prepared a comprehensive chart categorizing all relevant sexual harassment allegations from each Claimant and participated in a hearing before the Court. Class Counsel's efforts resulted in the Court's extremely unusual expansion of the scope of claims to include hostile work environment claims. *Id.* ¶ 38-39; (ECF 45). This astounding achievement, attributable in part to Class Counsel's persistence and effort, supports Class Counsel's fee request.

The variety of claims, including hostile environment claims, and the unusual theory for holding them together make this case complex. It has endured for eight years. The complexity and duration of the litigation weigh in favor of approval of the fee request.

E. *Fannie Mae* Factor 5 (the Risk of Nonpayment)

Prior to this Court's grant of preliminary approval of the Modified Settlement Agreement, the risk of nonpayment was substantial. Civil rights class actions generally are

riskier, more difficult and more time consuming to prosecute than other class action cases. *Kosen v. American Express Financial Advisers, Inc.*, Civ. No. 1:02-CV-00082 (HHK) at 16 (D.D.C. June 16, 2002) ("Employment discrimination class action cases are risky for many reasons"); *Roberts v. Texaco, Inc.*, 979 F. Supp. 185, 197 (S.D.N.Y. 1997) ("Cases such as this have rarely produced significant recoveries and are fraught with problems of proof, being largely based on statistical data.") In addition to the challenges of quantifying and presenting proof, Class Counsel also faced the considerable difficulties posed by the evolving legal standards in this area of the law. (Mehri Decl. ¶ 43.)

Class Counsel took this case on a contingency basis, which involved the possibility that they would receive no compensation for their time or advanced expenses from 2008 to the present day. *See Stephens v. U.S. Airways Grp., Inc.,* 102 F.Supp.3d 222, 231 (D.D.C. 2015)(class counsel "worked on a contingency basis with no assurances of recovery for eight years"). Pursuing this case in the wake of *Wal-Mart* meant that Plaintiffs' counsel initiated this case at the peak of risk and uncertainty. (Mehri Decl. ¶¶ 50, 56). In fact, many practitioners left the practice field altogether, leaving only a half dozen firms nationwide who pursue equal employment opportunity class actions as a primary practice area. *Id*. ¶ 43. The extraordinary challenges facing plaintiffs' counsel in the current equal employment legal market further justify Class Counsel's fee request of 35% of the common fund.

As explained in fuller detail in paragraphs 15-34 of the 2014 Supplemental Mehri Declaration, Plaintiffs would certainly have faced an *Iqbal/Twombly* motion to dismiss had this case been litigated, thus risking the possibility of non-payment after two years of investigation. A scope of discovery narrowed during litigation could have further hampered Plaintiffs' efforts, and the outcome of any motions for class certification in the post-*Wal-Mart* landscape would

have been highly uncertain at best. The risk of non-payment at summary judgment and at trial would also have been extraordinarily high. In sum, resolving this case through litigation as opposed to the present Settlement Agreement would have taken many more years, massive time and effort on the part of Class Counsel, and enormous judicial resources. A court easily could have nullified Plaintiffs' case and Class Counsel's efforts at many critical junctures. These risks argue loudly for the requested fee and expense award.

F. Fannie Mae Factor 6 (Time Devoted by Plaintiffs' Counsel)

The sixth factor is time devoted by Class Counsel. The requested fee award fairly compensates Class Counsel for the work and substantial time devoted to this case since its inception in 2008. (Mehri Decl. ¶ 57). The updated monthly time records of class counsel are attached as Exhibit A to the Mehri Declaration. Through May 23, 2016, Mehri & Skalet LLP and Valli Kane & Vagnini LLP have collectively accrued almost 4252 hours of attorney and legal assistant time and paid over $156,000 in expenses. (Mehri Decl. ¶ 56, 58). Both Ms. Kane and Mr. Mehri reviewed the time records from their respective firms for billing judgment purposes. *Id*. ¶ 55. Class Counsel's fee request for 35% of $7,150,000, which equals $2,502,500, reflects a multiplier of 1.06.[4] A multiplier of 1.06 is below the typical range in cases of this nature. *Id.* ¶ 56. *See also Kosen,* No. 1:02-CV-00082, at 17 (requested fee award amounted to an award of approximately 2.27 times the lodestar); *In re Baan Co. Sec. Litig.* 288 F.Supp.2d 14, 19-20 (D.D.C.2003) (collecting cases with multipliers between 1.15 and 8.5).

While working efficiently, Class Counsel have represented their clients zealously at each stage of the proceedings. For eight years they have engaged in intensive investigation, mediation, document analysis, work with experts, communication with Named Plaintiffs and

[4] The future payments for future work are not included in the calculation of the multiplier.

Class Members, and research and briefing for written submissions to Defendant and more recently to the Court. Class Counsel have also devoted substantial additional time subsequent to the Preliminary Approval stage as compared to other similar cases due to the modification of the Settlement Agreement after the Court's concerns regarding certification of the class for sexual harassment claims, as well as Class Counsel's additional analysis of the claim forms containing hostile work environment allegations. The substantial work that Class Counsel performed supports the fee award request. Class Counsel should not be punished because they worked efficiently and were able to devise a strategy that avoided unnecessary time in discovery and motion practice.

The expenses advanced in connection with this litigation are, in Class Counsel's opinion, necessary to adequately represent the Class in this case. (Mehri Decl. ¶ 58). The majority of these expenses cover the services of consulting experts, such as statistical expert Alexander Vekker, Ph.D., and the services of private mediator Hunter Hughes. *Id*.

G. *Fannie Mae* Factor 7 (Awards in Similar Cases)

Class Counsel's requested fee of 35% (not including a fee and expense award to cover future work in the case) falls squarely within the 30-37.5% range for employment discrimination class actions in this district. *See, e.g., McReynolds v. Sodexho Marriott Servs., Inc*., No. 1:01-CV-00510 (ESH) (D.D.C. July 26, 2006) (30.1% for fees and expenses); *Bynum v. District of Columbia*, 412 F.Supp.2d 73, 81 (D.D.C. 2006) (33.3% of Class Fund plus costs), *Kosen v. American Express Financial Advisers, Inc*., No. 1:02CV00082 (HHK) at 12 (D.D.C. June 16, 2002) (35% for fees and expenses); *Thornton v. National Railroad Passenger Corp*., No. 1-98-cv-890 (EGS)(D.D.C. 1998)(ECF 62)(37.5% for past and future fees and expenses); *McLaurin v. National Railroad Passenger Corp*, 1:98-cv-2019 (EGS)(D.D.C. 2004)(ECF 30) (37.5% for past

and future fees and expenses). This 30-37.5% range of fees set by jurists in this District recognizes the difficulty and importance of equal employment opportunity class actions.

Further, although litigating equal employment opportunity class actions has always been among the most risky fields of class action practice, the risk and complexity of handling these types of actions increased dramatically after the *Wal-Mart* decision.

In class actions outside of the realm of employment equal opportunity, attorneys' fees in this district range from 15-45% of the common fund. *See, e.g., Stephens v. U.S. Airways Grp., Inc.*, 102 F.Supp.3d 222, 230 (D.D.C. April 30, 2015) ("Fee awards in common fund cases may range from fifteen to forty-five percent . . . Class Counsel's requested fee award is approximately 38% of the total [$5.25 million] Settlement, which is within the range of settlements in other common fund cases") (quoting *In re Lorazepam & Clorazepate Antitrust Litig.*, 2003 U.S. Dist. Lexis 12344 (D.D.C. 2003)); *Levine v. Am. Psychological Ass'n*, 311 F.R.D. 8, 2015 U.S. Dist. Lexis 139670 at *22 (D.D. C. October 14, 2015) (approving request for award of "roughly 30% of the settlement fund"); *Hardy v. District of Columbia*, 49 F.Sup.3d 48, 51 (D.D.C. June 20, 2014) (approving award of 33% of fund). Class Counsel's requested award is also well within this accepted range.

IV. CONCLUSION

For the foregoing reasons, Plaintiffs' Motion for Attorneys' Fees and Expense Reimbursement should be granted.[5]

[5] In lieu of submitting a separate proposed order, Class Counsel direct the Court's attention to the parties' joint proposed Order for Final Approval of the Class Settlement.

DATED: May 27, 2016

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CERTIFICATE OF SERVICE

I certify that on May 27, 2016, a true and correct copy of Class Counsel's Motion In Support of Attorneys' Fees and Expense Reimbursement was served via electronic mail on counsel and/or hand delivery for Defendant listed below:

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