IN THE UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS

Synder, *et al.*	Case No. 1:14-cv-8461
v.	Hon. Matthew F. Kennelly
Ocwen Loan Servicing, LLC	

Class Counsel Ankcorn Law Firm PLLC's
Motion for Attorneys' Fees, Expenses, and Incentive Awards

After more than three years of litigation, Class Counsel has succeeded in changing the business practices of Defendant Ocwen Loan Servicing, LLC ("Ocwen") to bring it into compliance with federal law. *See* Settlement Agreement at § 4 [Dkt. #252-1]. The settlement that has been preliminarily approved memorializes these changes and provides substantial cash relief for class members.

Class Counsel files this motion for a total award of attorneys' fees in the amount of $5,289,250 to be divided per the written agreement between the firms.[1] Additionally, Class Counsel moves for an award of out-of-pocket costs of $35,600 in addition to the $66,780 sought by the other firms.

Class Counsel's requested total fee is one-third of the common fund after deducting $1,600,000 for the costs of notice and administration. As such, it is well within the market price for contingent legal fees in complex litigation, and is reasonable and appropriate given the attorneys' fees awarded in similar cases, the risks presented by this case, the quality and amount of work performed by Class Counsel, and the result

[1] These fees should be divided between all class counsel pursuant to a Joint Prosecution Agreement entered into between counsel dated October 16, 2015, attached as Exhibit "A" to the Declaration of Mark Ankcorn. The Ankcorn Law Firm PLLC joins in the petition for fees and costs filed by other firms who have been appointed Class Counsel (dkt. 293) and adopts their arguments as though set forth fully herein.

achieved. The requested fee takes into account the sliding-scale structure that has been used in other high recovery TCPA class actions. *See, e.g., Aranda et al. v. Caribbean Cruise Line, Inc, et al.*, Case No. 1:12-cv-4069 MFK (N.D.Ill., Apr. 6, 2017) (dkt. #627) (awarding class counsel fees in TCPA class action settlement using decreasing sliding scale).

Background

1. The Settlement

The proposed settlement establishes a Settlement Fund of $17,500,000 which will be used to pay cash settlement awards to Settlement Class Members who submit timely and valid claims, attorneys' fees and costs as ordered by the Court, and a service award to the Class Representatives as ordered by the Court. Settlement Agreement ("S.A.") § 4 (dkt. 252-1). No part of the fund reverts to Ocwen regardless of the number of claimants, claims made, checks cashed, or otherwise. *Id.* § 4.5.1.

The Settlement Class is defined as all persons who were called by Ocwen on the 1,685,757 unique cell phone numbers listed on Exhibit G to the Settlement Agreement (filed with the Court under seal) using its Aspect dialing system between October 27, 2010 and through October 5, 2017, the date of the Preliminary Approval Order ("Settlement Class Period."). *See* Preliminary Approval Order, at ¶ 5 (dkt. 266). Excluded from the Settlement Class are: (i) those persons who were called by Ocwen using its Aspect dialing system during the Settlement Class Period only on numbers not included on Exhibit G; (ii) individuals who are or were during the Settlement Class Period officers or directors of Ocwen or any of its Affiliates; (iii) any justice, judge, or magistrate judge of the United States or any State, their spouses, and persons within the third degree of relationship to either of them, or the spouses of such persons; and (iv) all individuals who file a timely and proper request to be excluded from the Settlement Class. *Id.*

On October 5, 2017, the Court entered an order preliminarily approving the settlement and finding that there was reasonable cause to submit the proposed settlement to the class members and hold a hearing regarding final approval. Dkt. 266.

2. The Sliding-Scale Structure

This case is similar to other TCPA class action settlements that have used a sliding-scale structure to determine the amount of appropriate attorneys' fees. *See Aranda et al. v. Caribbean Cruise Line, Inc, et al.*, Case No. 1:12-cv-04069 [Dkt. #627]. "As a starting place [ ] the cases have established 30% as the benchmark percentage for the first band of recovering in sliding-scale arrangements." *See id.* at 12 (citations omitted). However, the benchmark percentages should be adjusted upward to account for the high risk (or low inherent value) of the case. *See id.* at 13. The fee structure is typically 30% for the first $10 million, $25% for the second $10 million; a risk premium of 6% is added to the first band and 5% to the second band when the risks involved in establishing liability were "real and significant." *See id.* at 13-14, 19 (quoting *Kolinek*, 311 F.R.D. at 502).

Fees and costs are awarded on the net recovery to the class, after deducting for the costs of notice and administration, and not the gross value of the common fund. *Pearson v. NBTY, Inc.*, 772 F.3d 778, 782 (7th Cir. 2014) (presumption that fees should be a "third or at most a half of the total amount of money going to class members and their counsel."). The administrator, Epiq Systems, has agreed to cap its fees for its work at $1,600,000.

3. Class Counsel Faced a Substantial Risk of Nonpayment

Class Counsel undertook representation on a pure contingency basis and have devoted substantial resources to the prosecution of this case with no guarantee that they would be compensated for their time or reimbursed for their expenses. Ankcorn Decl. ¶

11. The risks presented by taking this case are not academic or hypothetical; Class Counsel have lost putative TCPA class actions before and recovered nothing for their efforts. *Id.* ¶ 12.

Further, "[c]ourts are split on whether the issue of individualized consent renders a TCPA class uncertifiable on predominance and ascertainability grounds, with the outcome depending on the specific facts of each case." *Chapman v. First Index, Inc.*, No. 09-cv-5555, 2014 U.S. Dist. LEXIS 27556, at *6-8 (N.D. Ill. March 4, 2014) (citing cases). For example, in *Zeidel v. A&M (2015) LLC*, No. 13-cv-6989, 2017 U.S. Dist. LEXIS 48024, at *13 (N.D. Ill. Mar. 30, 2017), the court granted class certification because of the uniformity of that defendant's calling practices and its policy of gathering cell phone numbers orally, without asking for consent). On the other hand, in *G.M. Sign, Inc. v. Brinks Mfg. Co.*, No. 09-cv-5528, 2011 U.S. Dist. LEXIS 7084, at *22-23 (N.D. Ill. Jan. 25, 2011), the court declined to certify a class on predominance grounds, finding that the defendant offered evidence illustrating that consent could not be shown with common proof.

Ocwen argued just that in its opposition to class certification (dkt. 241), maintaining that the common questions identified by Plaintiffs did not predominate since the evidence of where and when a specific telephone number was obtained by Ocwen, in addition to evidence of when and how a person may have revoked any consent once given, could only be answered by individualized proof. Oppo., at 3-14. Ocwen meticulously reviewed a sampling of 246 loan files associated with 200 random telephone numbers selected from the total proposed class population and concluded that the majority of those files showed no evidence of revocation. *Id.*, at 8-9. One of its technical staff also testified that there was no systematic way to determine whether a

person revoked consent; it required instead a loan-by-loan review of the files, call recordings, and computerized servicing database. *Id.*, at 9 (summarizing Trees Decl.).

To be sure, Plaintiffs were prepared to rebut each and every one of these claims. But prior to the deadline for Plaintiffs' reply brief, the Parties were able to reach a settlement. Nevertheless, there was a very real risk at the time of settlement that the Court would decline to certify the class, leaving only the named Plaintiffs to pursue their individual claims.

In addition, several industry groups have appealed the FCC's recent Declaratory Ruling and Order, which may further limit recovery under the TCPA as it is poised to significantly alter the definition of what constitutes an automatic telephone dialing system and whether consent to be called using an ATDS may be withdrawn. *See ACA Int'l v. FCC*, No. 15-1211 (D.C. Cir., filed Sept. 21, 2015). Additionally, the Second Circuit six months ago issued a ruling holding that a consumer's right to revoke consent can be bargained away by a provision in a lender's standard form contract. *Reyes v. Lincoln Automotive Financial Ser*vices, 2017 U.S. App. LEXIS 11057 (2nd Cir. June 22, 2017). While Class Counsel contends that *Reyes* is contrary to the 2015 FCC Order, creates a circuit split by contradicting two other rulings (*Osorio v. State Farm Bank, F.S.B.*, 746 F.3d 1242 (11th Cir. 2014) and *Gager v. Dell Fin. Servs., LLC*, 727 F.3d 265 (3rd Cir. 2013)), and improperly construes a contract including a provision for consent to mean that the consent is irrevocable, the decision underscores the increasing difficulties in prosecuting TCPA cases.

Ocwen, too, has shown that it knows of its potential TCPA liability and has included for several years language in its Customer Hardship Assistance forms (required for a loan modification application) which provides broad consent to place autodialed calls to any telephone number "provided to the lender/servicer/or authorized

third party," including counseling agency or similar entity.[2] Thus, following *Reyes*, a court might conclude that filling out a loan modification application cut off a borrower's ability to revoke consent under the TCPA.

In short, the risk of non-payment for putative class counsel in such cases has substantially increased since this case was filed. Nevertheless, Class Counsel was able to use their expertise in this area of the law and a command of the facts and documents produced in discovery to negotiate a very favorable outcome for class members.

4. Class Counsel Obtained an Outstanding Result for the Class

In the face of these obstacles — the very likely outcome being either a denial of class certification or a complete dismissal in which class members receive nothing, Class Counsel obtained a settlement that provides class members with a cash award currently estimated at $45.[3] This recovery is in line with recent payouts in TCPA class action settlements. *See, e.g., Wright v. Nationstar Mortg. LLC*, 2016 U.S. Dist. LEXIS 115729, *27 (N.D. Ill. Aug. 29, 2016) (approving a TCPA settlement with an estimated $45 to each class member). As such, it is reasonable to award between one-third of the net settlement fund as fees and costs in light of the riskiness of this particular litigation and the quality of the result achieved from class members.

Argument

1. Legal Standard

The default rule is that parties bear their own litigation expenses, absent some sort of legal authority (like a statute) allowing the prevailing party to recover fees. *Florin v.*

[2] See Non_BK_Modification_Package.pdf, downloaded from https://www.ocwencustomers.com/T001/modificationPkg.action (last accessed January 5, 2018), at 7 of 7.

[3] As of today, the Settlement Administrator has received 232,949 claims, or 13.8% of the 1,685,757 cell phone numbers Ocwen called. Terrell Decl. ¶ 2 (dkt. 294). It is preliminary and subject to change; Class Counsel will submit more complete data for final approval together with a detailed declaration from the claims administrator.

Nationsbank of Ga., N.A., 34 F.3d 560, 562 (7th Cir. 1994). Another exception is "[i]n a certified class action, [where] the court may award reasonable attorney's fees and nontaxable costs that are authorized by law or by the parties' agreement." Fed. R. Civ. P. 23(h). When a class action "results in the creation of a common fund for the benefit of the plaintiff class," a court can exercise its equitable discretion to shift fees. *Florin*, 34 F.3d at 563. The court "determines the amount of attorney's fees that plaintiffs' counsel may recover from this fund, thereby diminishing the amount of money that ultimately will be distributed to the plaintiff class. The common fund doctrine is based on the notion that not one plaintiff, but all those who have benefitted from litigation should share its costs." *Id.* (citation and quotation marks omitted). When evaluating the propriety of fees, "[t]he district court must balance the competing goals of fairly compensating attorneys for their services . . . and of protecting the interests of the class members. . . ." *Skelton v. Gen. Motors Corp.*, 860 F.2d 250, 258 (7th Cir. 1988) (citation omitted). Like reviewing any other part of the Settlement Agreement, the court must vigilantly safeguard the interests of the class when reviewing the request for attorneys' fees.

A fee award should "approximate the market rate that prevails between willing buyers and willing sellers of legal services." *Silverman v. Motorola Sols., Inc.*, 739 F.3d 956, 957 (7th Cir. 2013) (citations omitted). In other words, a court should attempt to "recreate the market" and determine what the parties would have agreed to *ex ante* by considering "actual fee contracts that were privately negotiated for similar litigation, information from other cases, and data from class-counsel auctions." *Taubenfeld v. AON Corp.*, 415 F.3d 597, 599 (7th Cir. 2005) (citation omitted). There are two approaches used to calculate attorneys' fees: the lodestar method, which multiplies the number of hours by a reasonable hourly rate, and the percentage-of-recovery method, which is

what its name sounds like — a percentage of the common fund. *Florin*, 34 F.3d at 562. Choosing which method to use is at the court's discretion, and the circumstances will inform which of the methods is more appropriate. *Id.* at 566 ("We therefore restate the law of this circuit that in common fund cases, the decision whether to use a percentage method or a lodestar method remains in the discretion of the district court."); *Harman v. Lyphomed, Inc.*, 945 F.2d 969, 974-95 (7th Cir. 1991) (same). If the fee requested by class counsel is too high, "[t]he simple and obvious way for the judge to correct [the problem] is to increase the share of the settlement received by the class, at the expense of class counsel." *Pearson v. NBTY, Inc.*, 772 F.3d 778, 786 (7th Cir. 2014) (internal quotation omitted).

Although courts have discretion to apply either a "percentage-of-the-fund" or "lodestar" method, in a true common fund case, courts generally prefer the percentage method, finding it the best way to approximate the market rate. *See Beesley v. Int'l Paper Co.*, No. 06-cv-703, 2014 WL 375432, at *2 (S.D. Ill. Jan. 31, 2014) ("When determining a reasonable fee, the Seventh Circuit Court of Appeals uses the percentage basis rather than a lodestar or other basis.") (citation omitted); *Schulte v. Fifth Third Bank*, 805 F. Supp. 2d 560, 598, n. 27 (N.D. Ill. 2011) (recognizing irrelevance of lodestar crosscheck); *Will v. Gen. Dynamics Corp.*, No. 06-698, 2010 WL 4818174, at *3 (S.D. Ill. Nov. 22, 2010) ("The use of a lodestar cross-check in a common fund case is unnecessary, arbitrary, and potentially counterproductive."); *In re Comdisco Sec. Litig.*, 150 F. Supp. 2d 943, 948 n. 10 (N.D. Ill. 2001) ("To view the matter through the lens of free market principles, [lodestar analysis] (with or without a multiplier) is truly unjustified as a matter of logical analysis.")

Here, Class Counsel submits that the percentage-of-recovery method is proper, because when considering the market rate for counsel's services in an *ex ante* position,

"the normal practice in consumer class actions" is to "negotiate[] a fee arrangement based on a percentage of the recovery." *In re Capital One TCPA Litig.*, 80 F. Supp. 3d 781, 795 (N.D.Ill. 2015). "This is so because fee arrangements based on the lodestar method require plaintiffs to monitor counsel and ensure that counsel are working efficiently on an hourly basis, something a class of [several] million lightly-injured plaintiffs likely would not be interested in doing." *Kolinek v. Wallgreen Co.*, 311 F.R.D. 483, 501 (N.D.Ill. 2015). Similarly, because of the coordination problems with so many plaintiffs, it is unlikely that class members would want to pay attorneys' fees in advance.

2. A Sliding-Scale Structure Is Appropriate Here

When determining the appropriate "percentage of the fund" to award Class Counsel, "courts must do their best to award counsel 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." *Taubenfeld*, 415 F.3d at 599. When recreating the market, courts consider three factors including (1) actual fee contracts that were privately negotiated for similar litigation, (2) information from other cases, and (3) data from class counsel auctions. *Id.* No class counsel auction was conducted for this case and Class Counsel is unaware of any consumer class action where an auction has been conducted. Ankcorn Decl. ¶ 13. However, substantial evidence supporting the first two factors exists. With respect to the first factor, the customary contingency fee agreement in this Circuit is 33% to 40% of the total recovery and Class Counsel's actual retainer agreements reflect this fee. Ankcorn Decl. ¶ 14. With respect to the second factor, data from prior TCPA settlements support the requested fee percentage.

Class Counsel are aware that five judges in this district (including this Court) have elected to use a "declining marginal fee scale" to determine a reasonable percentage of the fund in recent high-value TCPA common fund class settlements, starting with a

presumptive fee of 30% of the net fund for the first $10 million and 25% of the next $10 million, with upwards adjustments for contingent risk. *See Aranda, supra*, No. 12-cv-4069, dkt. 627, at 19 (Apr. 6, 2017) (Kennelly, J.); *Wright v. Nationstar Mortgage, LLC*, No. 14-cv-10457 (Aug. 29, 2016) (Chang, J.); *Gehrich v. Chase Bank USA, N.A.*, 316 F.R.D. 215 (N.D. Ill. 2016) (Feinerman, J.); *In re Capital One TCPA Litig.*, 80 F. Supp. 3d at 807 (Holderman, J.); *Wilkins v. HSBC Bank Nev., N.A.*, No. 14-cv-190, 2015 WL 890566 (N.D. Ill. Feb. 27, 2015) (Holderman, J.); *Craftwood Lumber Co. v. Interline Brands, Inc.*, Case No. 11-cv-4462, 2015 WL 2147679, at *5 (N.D. Ill. May 6, 2015) (St. Eve, J.). As this Court noted less than a year ago, a sliding scale structure has "become the standard model for cases like this in the Seventh Circuit." *Aranda*, at 9.

A similar scale should be used here. "As a starting place [ ] the cases have established 30% as the benchmark percentage for the first band of recovering in sliding-scale arrangements." *See id.* at 12 (citations omitted). However, the benchmark percentages should be adjusted upward to account for the high risk (or low inherent value) of the case. *See id.* at 13. The fee structure is typically 30% for the first $10 million, 25% for the second $10 million; a risk premium of 6% is added to the first band and 5% to the second band where the risks involved in establishing liability were "real and significant." *See id.* at 13-14, 19 (quoting *Kolinek*, 311 F.R.D. at 502). Thus, 36% of the first $10 million ($3,600,000) and 29% of the remainder ($1,689,250) is appropriate here.

3. An Incentive Award of $25,000 is Appropriate for the Named Plaintiffs

"Because a named plaintiff is an essential ingredient of any class action, an incentive award is appropriate if it is necessary to induce an individual to participate in the suit." *Cook v. Niedert*, 142 F.3d 1004, 1016 (7th Cir. 1998); *In re Synthroid Mktg. Litig.*, 264 F.3d 712, 722 (7th Cir. 2001) ("Incentive awards are justified when necessary to

induce individuals to become named representatives."). In deciding whether and how much to award, courts can consider "the actions the plaintiff has taken to protect the interests of the class, the degree to which the class has benefitted from those actions, and the amount of time and effort the plaintiff expended in pursuing the litigation." *Id.*

Here, the class representatives participated in the litigation by reviewing the complaint, responding to requests for information, and participating in the settlement process. Ankcorn Decl. ¶ 15. Moreover, the amount requested is consistent with awards approved in this District and elsewhere. *See, e.g.*, *Cook v. Neidert*, 142 F.3d 1004, 1016 (affirming $25,000 service award); *Craftwood Lumber Co.*, 2015 WL 1399367 at *17-19 (awarding $25,000 service award to plaintiff in TCPA case); *Heekin v. Anthem, Inc.*, 05-1908, 2012 WL 5878032 at *1 (S.D. Ind. Nov. 20, 2012) (approving $25,000 service award to lead class plaintiff over objection).

Conclusion

For these reasons, Class Counsel respectfully request that the Court grant their motion and award Class Counsel a joint share of the requested $5,289,250 and out-of-pocket costs of $35,641.13 in addition to the costs requested by the other firms. Additionally, the requested service awards of $25,000 to each named plaintiff and expert fees are reasonable and should also be approved.

Respectfully submitted,

Dated: January 5, 2018

ANKCORN LAW FIRM PLLC

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Certificate of Service

I hereby certify that on January 5, 2018, I electronically filed the above and foregoing through the Court's CM/ECF System, which perfected service on all counsel of record.

/s/ Mark Ankcorn

IN THE UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS

Synder, *et al.*	Case No. 1:14-cv-8461
v.	Hon. Matthew F. Kennelly
Ocwen Loan Servicing, LLC	

Declaration of Mark Ankcorn in Support of Plaintiffs' Motion for Attorneys' Fees, Costs, and Incentive Award

I, Mark Ankcorn, declare:

1. I am a member of the law firm of Ankcorn Law Firm PLLC ("Ankcorn Law Firm"), counsel of record for Plaintiffs and the Settlement Class in this matter. I am admitted to practice before this Court and am a member in good standing of the bars of the states of California and Florida. I submit this declaration in support of Plaintiff Snyder's Motion for Attorneys' Fees, Expenses and Incentive Award in the above-captioned class action. Except as otherwise noted, I have personal knowledge of the facts set forth in this declaration, and could testify competently to them.

2. Ankcorn Law Firm specializes in representing consumers in class actions involving financial fraud, dangerous products, invasions of privacy, and civil rights violations. The attorneys of Ankcorn Law Firm have extensive experience in class actions, and specifically class actions involving Telephone Consumer Protection ("TCPA") violations. They have been appointed lead or co-lead class counsel in numerous cases at both the state and federal level. They have negotiated settlements in excess of $210 million on behalf of more than 50 million consumers.

3. Ankcorn Law Firm has taken the lead in some of the largest nationwide class actions filed under the TCPA, including those filed against large financial

institutions such as Bank of America, Capital One, Discover Financial Services, Ocwen Loan Servicing, LLC, Chase Bank and Credit One Bank.

4. Ankcorn Law Firm has extensive experience in consumer protection law. It has litigated or is litigating more than five hundred TCPA cases; about forty of those were or are class actions.

5. Specifically, Ankcorn Law Firm is litigating or has recently settled the following TCPA and civil rights class actions:

- *Tannlund v. Real Time Resolutions, Inc.*, Case No. 1:14-cv-5149 (N.D.Ill.), filed on behalf of consumers who received automated, prerecorded collection telephone calls on their cellular telephones without their prior express consent. Final approval of the $1.3 million settlement was granted in August 2017.

- *Gehrich v. Chase Bank USA, N.A. and JP Morgan Chase Bank, N.A.*, Case No. 1:12-cv-5510, filed on behalf of consumers who received automated, prerecorded collection telephone calls on their cellular telephones without their prior express consent within the meaning of the TCPA. Final approval of the $34 million settlement was granted in March 2016.

- *In re Capital One TCPA Litigation*, MDL No. 2416, Case No. 1:12-cv-10064 (N.D. Ill.), filed on behalf of consumers who received automated, prerecorded collection telephone calls on their cellular telephones without their prior express consent within the meaning of the TCPA. Final approval of the $75,455,098 settlement was granted in February 2015.

- *Steinfeld v. Discover Financial Services, et al.*, Case No. 3:12-cv-01118 (N.D. Cal.), filed on behalf of consumers who received automated, prerecorded collection telephone calls on their cellular telephones without their prior express consent within the meaning of the TCPA. Ankcorn Law Firm negotiated an $8.7 million settlement, which was granted final approval in March 2014.

- *Rose, et al. v. Bank of America Corporation, et al.*, Case No. 5:11-cv-02390-EJD, filed on behalf of consumers who received automated, prerecorded collection telephone calls on their cellular telephones without their prior express consent within the meaning of the TCPA. Ankcorn Law Firm worked to negotiate a nationwide settlement of $32 million, which was granted final approval in August 2014.

- *A.D. v. Credit One Bank, N.A.*, filed in the United States District Court, Northern District of Illinois, Eastern Division, No. 14-cv-10106, filed on behalf of consumers who received automated, prerecorded collection telephone calls on their cellular telephones without their prior express

consent within the meaning of the TCPA. On appeal to the 7th Circuit Court of Appeals.

- *Serrano v. Portfolio Recovery Assoc., LLC,* Case No. 37-2016-17796-CU-CTL, filed on behalf of consumers who received automated, prerecorded collection telephone calls on their cellular telephones without their prior express consent. Discovery is ongoing.

- *Tompkins v. 23andMe, Inc.*, Case No. 14-16405 (9th Cir.), filed on behalf of class of consumer purchasers of genetic testing kit, appointed lead counsel after contested 23(g) motion; pending in arbitration after appeal.

- *A.A. v. County of Riverside*, Case No. 5:14-cv-2556 (C.D.Cal.), civil rights action filed on behalf of plaintiff class of children seized by county social workers without parents' consent or prior judicial authorization.

- *B.R. v. County of Orange*, Case No. 8:15-cv-626 CJC (C.D.Cal.), civil rights action filed on behalf of plaintiff class of children seized by county social workers without parents' consent or prior judicial authorization.

- *N.L. v. Children's Hospital Los Angeles*, Case No. 2:15-cv-7200 AB (C.D.Cal.), civil rights action filed on behalf of plaintiff class of children subjected to invasive medical procedures without parents' consent or notice. On appeal to the Ninth Circuit Court of Appeals.

6. I am the lead attorney from Ankcorn Law Firm in the instant litigation. The founding member of Ankcorn Law Firm, I concentrate my practice in consumer protection law, as well as financial fraud and complex business disputes. I have served as co-lead counsel on numerous multi-state and nationwide class actions.

7. I received a B.A., magna cum laude, from the University of Redlands in 1990. In 1993, I received by J.D. from McGeorge School of Law. In law school I won the school's moot court competition and was an editor of the Pacific Law Journal. I received several book awards, and was a research assistant to two professors.

8. After law school, I was appointed as a Deputy District Attorney in Orange County California in 1993. I have tried more than 80 cases to verdict as first chair, including the county's first internet crime prosecution and several multiple co-

defendant gang and narcotics cases. For my exceptional work on my very first jury trial, I was given the Outstanding Prosecutor Award.

9. I also hold a master's degree in Rabbinic Literature and was ordained as a Rabbi in 2002 by the Zeigler School of Rabbinic Studies in Los Angeles, California, after completing a five year course of graduate study.

10. Ann Marie Hansen is Trial Counsel at Ankcorn Law Firm. Ms. Hansen received her B.A., with general and departmental honors, from the University of Miami in 2000. She received her J.D., with high distinction, from Ohio Northern University in 2006. Ms. Hansen began her legal career as the law clerk to United States Magistrate Judge Robert J. Johnston at the United States District Court, District of Nevada. Ms. Hansen is a member in good standing of the bars of the states of California and Nevada, as well as numerous district courts including this one. Ms. Hansen was named among Mountain States Super Lawyers Top 50 Women in Nevada in 2015. In 2015, she was also named by Nevada Legal Services, Champions of Justice, Gender Justice Attorney of the Year. She has received numerous other awards from Mountain States Super Lawyers. She was named among Nevada Business Magazine's Legal Elite in 2014.

11. Class Counsel undertook representation in this case on a pure contingency basis and have devoted substantial resources to the prosecution of this case with no guarantee that they would be compensated for our time or reimbursed for our expenses.

12. The risks presented by taking this case are not academic or hypothetical; Class Counsel have lost putative TCPA class actions against financial services companies before and recovered nothing for their efforts.

13. No counsel auction was conducted for this case and I am unaware of any consumer class action where an auction has been conducted.

14. The customary contingency fee agreement in this Circuit is 33% to 40% of the total recovery and our retainer agreements reflect this fee.

15. Each of the three named plaintiffs — Keith Snyder, Susan Mansanarez, and Tracee Beecroft — worked with Class Counsel to investigate the case, responded to written discovery requests, were kept abreast of the proceedings, reviewed and approved the proposed settlement, and sat for depositions.

16. Attached as Exhibit "A" is a true and correct copy of the Joint Prosecution Agreement dated October 16, 2015, entered into by the five law firms appointed as Class Counsel.

Dated: January 5, 2018

ANKCORN LAW FIRM PLLC

/s/ Mark Ankcorn