

ROBBINS GELLER RUDMAN  
& DOWD LLP  
RACHEL L. JENSEN  
ALEXANDRA S. BERNAY  
CARMEN A. MEDICI  
655 West Broadway, Suite 1900  
San Diego, CA 92101  
Telephone: 619/231-1058  
619/231-7423 (fax)

Attorneys for Plaintiffs

UNITED STATES DISTRICT COURT  
DISTRICT OF NEW JERSEY

LINCOLN ADVENTURES, LLC, a  
Delaware Limited Liability Company,  
and MICHIGAN MULTI-KING, INC.,  
a Michigan Corporation, on Behalf of  
Themselves and All Those Similarly  
Situated,

Plaintiffs,

vs.

THOSE CERTAIN UNDERWRITERS  
AT LLOYD'S, LONDON MEMBERS  
OF SYNDICATES, et al.

Defendants.

) No. 2:08-cv-00235-CCC-JAD

) CLASS ACTION

) ORDER AWARDING  
) ATTORNEYS' FEES AND  
) EXPENSES/CHARGES AND  
) SERVICE AWARDS

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This matter having come before the Court on September 18, 2019, on Plaintiffs' Motion for an Award of Attorneys' Fees and Expenses/Charges and Service Awards ("Fee Motion"), the Court, having considered all papers filed and proceedings conducted herein, and good cause appearing therefore:

**WHEREAS**, all capitalized terms herein not otherwise defined below shall have the same meaning as ascribed to them in the Stipulation of Partial Class Action Settlement ("Agreement").

**WHEREAS**, on May 3, 2019, the Court entered the Preliminary Approval Order (ECF 93), which:

1. Preliminarily approved the Partial Settlement;
2. Preliminarily certified a Settlement Class in accordance with Fed. R. Civ. P. 23(b)(3) for settlement purposes only;
3. Directed that the Plaintiffs provide notice to advise the members of the Settlement Class (the "Settlement Class Members") of: (i) the pendency of the Action, the Agreement, the Partial Settlement, the Plan of Allocation, and the Fee Motion; (ii) their right to exclude themselves from the Settlement Class; and (iii) their right to appear at the Fairness Hearing; and
4. Scheduled a hearing for September 18, 2019, at which the Court would consider the fairness of the foregoing and any objections thereto; and

**WHEREAS**, the Court held a Fairness Hearing on September 18, 2019, at which the Court considered, among other things, whether Plaintiffs' Fee Motion should be granted.

**NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED AS FOLLOWS:**

1. This Order expressly incorporates by reference and makes a part hereof the May 3, 2019 Preliminary Approval Order (ECF 93) and the Agreement (including all of the exhibits annexed thereto) that was filed with this Court on April 19, 2019 (ECF 89-2).

2. The Court hereby awards attorneys' fees to Plaintiffs' Counsel in the amount of \$7,317,000, plus expenses/charges in the amount of \$1,850,000, which amounts shall be paid in their entirety from the Settlement Fund, in accordance with the terms of the Agreement.

3. The Court finds that the amount of attorneys' fees awarded is appropriate and that the amount of attorneys' fees awarded is fair and reasonable under either the "percentage-of-recovery" or lodestar method.

4. In making this award of attorneys' fees and expenses/charges to be paid from the Settlement Fund, the Court has considered and found that: (a) the Partial Settlement has created a cash fund of \$21,950,000 for the benefit of the Settlement Class, and Settlement Class Members who are eligible for payments will benefit from

the Partial Settlement that occurred solely due to the efforts of Plaintiffs' Counsel;

(b) after implementation of the Notice Program, no Settlement Class Member or government entity has objected to the Fee Motion; (c) Plaintiffs' Counsel have conducted the Litigation and achieved this Partial Settlement with skill, perseverance, and diligent advocacy; (d) the Litigation involves complex factual and legal issues, and, in the absence of this Partial Settlement, would involve further lengthy proceedings with uncertain resolution if the case were to proceed to trial against the Settling Defendants; (e) Plaintiffs' Counsel pursued the Litigation on a contingent basis, having received no compensation during the Litigation, and any fee award has been contingent on the result achieved; (f) the amount of attorneys' fees is consistent with awards in similar cases and supported by public policy; and (g) the amount of expenses awarded is fair and reasonable and these expenses were necessary for the prosecution and settlement of the Litigation.

5. The Attorneys' Fee and Expense Award shall constitute the sole aggregate compensation for all Plaintiffs' Counsel with respect to this Partial Settlement and all claims against the Settling Defendants. This Section covers, without limitation, any and all claims for attorneys' fees and expenses, costs or disbursements incurred by Class Counsel, Plaintiffs' Counsel or any other counsel of record representing Plaintiffs or Settlement Class Members in this Action, or incurred by Plaintiffs or Settlement Class Members, or any of them, in connection with or

related in any manner to this Action, the Partial Settlement, the administration of the Partial Settlement, and/or the Released Claims, except to the extent otherwise specified in this Order or the Agreement.

6. The fees and expenses shall be allocated among Plaintiffs' Counsel in a manner that, in Class Counsel's good-faith judgment, reflects each such counsel's contribution to the institution, prosecution, and resolution of the Litigation.

7. Plaintiffs Lincoln Adventures and Michigan Multi-King are each awarded service awards in the amount of \$15,000 in connection with this Partial Settlement, which amounts shall be paid solely from the Settlement Fund.

8. Any appeal or any challenge affecting the Court's award of attorneys' fees, expenses/charges, or service awards will in no way disturb or affect the finality of the Order and Final Judgment entered with respect to the Partial Settlement.

9. The Court retains exclusive jurisdiction over the parties and Settlement Class Members for all matters relating to this Litigation, including the administration, interpretation, effectuation, or enforcement of this Order.

10. If the Partial Settlement is terminated or the Effective Date of the Partial Settlement otherwise fails to occur, this Order will be rendered null and void to the extent provided by the Agreement.

11. The Fee Motion (ECF 106) is hereby **GRANTED** in its entirety.

**IT IS SO ORDERED.**

DATED: October 3, 2019

  
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THE HONORABLE CLAIRE C. CECCHI  
UNITED STATES DISTRICT JUDGE