

STATE OF CONNECTICUT

DOCKET NO. UWY-CV22-6069344-S : SUPERIOR COURT
PAUL O’NEAL, on behalf of himself and all : JUDICIAL DISTRICT OF
others similarly situated, : WATERBURY AT WATERBURY
Plaintiff, :
v. :
CHELSEA GROTON BANK, :
Defendant. : December 8, 2023

DECLARATION OF SOPHIA G. GOLD IN SUPPORT OF PLAINTIFF’S UNOPPOSED MOTION FOR ATTORNEYS’ FEES, COSTS, AND SERVICE AWARD

I, Sophia G. Gold, declare:

1. My firm is Class Counsel of record for Plaintiff Paul O’Neal, and the proposed Settlement Class in the above-captioned matter. I submit this Declaration in support of Plaintiff’s Unopposed Motion for Attorneys’ Fees, Expenses and Class Representative Service Award.

2. On November 30, 2022, Plaintiff filed a putative class action complaint in Connecticut Superior Court constituting the captioned case. The complaint alleged claims for breach of contract, including breach of the covenant of good faith and fair dealing, arising from Defendant’s practice of charging Multiple Fees, including NSF Fees and Overdraft Fees (“OD Fees”), on a single item in contravention of Defendant’s account agreement. Plaintiff sought monetary damages, restitution, and injunctive and declaratory relief from Defendant on behalf of himself and all similarly situated individuals.

3. The Parties engaged in extensive informal discovery, including the exchange of certain aggregate and transactional data regarding potential class-wide damages. Plaintiff used an expert consultant to review the data and analyze estimated damages. After arms-length settlement

discussions over the course of several months, the Parties agreed to settle this action. The Parties have since worked to draft and finalize a full Settlement Agreement and Release, as well as Class Notices.

4. The 33.33% of the Settlement Fund requested fee is within the range of reason when considering the foregoing and when analyzing the following guidelines set forth by the Second Circuit in *Goldberger*: (1) the time and labor expended by counsel, (2) the magnitude of the litigation, (3) the risk of the litigation, (4) the quality of the representation, (5) the requested fee in relation to the settlement, and (6) public policy considerations.

5. This Action is complex presenting novel factual and legal issues, which have yet to be tried in this Court or others.

6. The fundamental contract construction issue remained unresolved when the Parties agreed to settle. That issue, along with other merits issues and the yet to be filed and decided motion for class certification, would have been litigated aggressively. If Defendant was successful in opposing class certification or at trial, that would have prevented recovering anything at all.

7. Plaintiff's Counsel took on considerable risk in filing and prosecuting this case. Nevertheless, Class Counsel proceeded with the litigation. Still, the risk remains that without settlement the trier of fact would determine that Defendant was permitted to assess the challenged bank fees.

8. Class Counsel are experienced in class action litigation, serving as Lead or Co-Lead Counsel in dozens of consumer class actions in federal and state courts throughout the country. Counsel used their experience to obtain a great result for the Settlement Class.

9. The Settlement Fund, representing a 75% recovery of the most probable damages, is an excellent result. Thus, the Court should easily find counsel achieved success.

10. As is detailed above, this Action was contested and litigated efficiently and intelligently, including drafting the complaint, informal discovery, evaluation of complex data, negotiating and documenting the Settlement, and the Settlement approval process.

11. To date, Class Counsel have expended a total of 140.1 hours in the prosecution of this case, not including anticipated time preparing for the Final Approval Hearing, responding to objections, if any, and preparing for and attending the Final Approval Hearing.

12. Further, there will be significant post-Final Approval work ensuring that the Settlement proceeds are properly distributed to Settlement Class Members, responding to Settlement Class Members' inquiries, and effectuating a secondary or *cy pres* distribution, as needed.

13. The total lodestar of KalieGold PLLC on this case (including estimated time for completion of certain tasks shown above) is \$ \$45,932.50 for 60.5 hours of work. The below timekeepers billed the following:

Name	Role	Hourly Rate	Number of Hours	Total Lodestar
Sophia Gold	Partner	\$777	45.0	\$34,965
Amanda Rosenberg	Counsel	\$777	13.5	\$10,489.50
Neva Garcia	Paralegal	\$239	2.0	\$478
		TOTAL	60.5	\$45,932.50

14. The total lodestar of Gibbs Law Group on this case (including estimated time for completion of certain tasks shown above) is \$51,912.00 for 69.6 hours of work. The below timekeepers billed the following:

Name	Role	Hourly Rate	Number of Hours	Total Lodestar
David Berger	Partner	\$895	0.2	\$179
Shawn Judge	Counsel	\$960	33.9	\$32,544
Mark Troutman	Counsel	\$850	4.2	\$3,570

Erin Barlow	Associate	\$490	28.9	\$14,161
Tayler Walters	Associate	\$490	1.8	\$882
		TOTAL	69	\$51,336

15. The total lodestar of Hayber, McKenna, & Dinsmore, LLC (including estimated time for completion of certain tasks shown above) is \$3,000 for approximately 10 hours of work.

16. Hourly rates of attorneys and paralegals are commensurate with the rates charged by class action practitioners in this state with similar experience.

17. The aggregate lodestar is \$100,844 for 140 hours. Class Counsel seek fees of \$55,439, which is less than the lodestar, and well below the range of what courts in this circuit typically award.

18. Plaintiff expended hours in advancing this litigation against a large and powerful adversary. He conferred with Class Counsel on a number of occasions.

19. Specifically, Plaintiff provided assistance that enabled Class Counsel to successfully prosecute the Action and reach the Settlement, including: (1) submitting to interviews with Class Counsel; (2) locating and forwarding responsive documents and information; and (3) participating in conferences with Class Counsel.

20. Class Counsel requests reimbursement of \$5,345 for actual costs advanced and necessarily incurred in connection with the prosecution and settlement of the Action.

21. Specifically, those costs and expenses consist of filing fees and service of process costs, advertising costs, fees for pro hac vice motions, service of process, and expert costs. Class Counsel is not seeking costs related to legal research, copying, and other overhead expenses, which were advanced and are commonly reimbursed. All of these out of pocket costs were reasonably and necessarily incurred to pursue this Action.

I declare under penalty of perjury under the laws of the State of Connecticut that the foregoing is true and correct. Executed this 8th day of December, 2023, at Albany, CA.

Sophia Goren Gold

Sophia G. Gold

CERTIFICATION

I hereby certify that a copy of the above was mailed or electronically delivered on **December 8, 2023** to all counsel and pro se parties of record and that written consent for electronic delivery was received from all counsel and pro se parties of record who were electronically served:

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/s/Richard E. Hayber _____
Richard E. Hayber