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11 *Attorneys for Plaintiffs*
12 *and the Proposed Class*

13 UNITED STATES DISTRICT COURT
14 NORTHERN DISTRICT OF CALIFORNIA
15 OAKLAND DIVISION

16 MAUDER and ALICE CHAO;
17 DEOGENESO and GLORINA PALUGOD;
and MARITZA PINEL, individually and on
18 behalf of all others similarly situated,

19 Plaintiffs,

20 vs.

21 AURORA LOAN SERVICES, LLC,

22 Defendant.

Case No.: CV-10-3118-SBA

CLASS ACTION

DECLARATION OF ANDREW M.
OLDHAM IN SUPPORT OF PLAINTIFFS'
MOTION FOR ATTORNEYS' FEES AND
SERVICE AWARDS

Date: January 13, 2015

Time: 1:00 p.m.

Place: Courtroom 210

Judge: Hon. Sandra B. Armstrong

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1 I, Andrew M. Oldham, pursuant to 28 U.S.C. § 1746, hereby declare as follows:

2 1. This declaration is based upon my personal knowledge.

3 2. I am an attorney currently licensed in good standing to practice law in the state of
4 California. I am a member at the law firm Oldham Law which is Class Counsel in this action.

5 3. I have been actively engaged in the practice of law since 1989. In 1989, I received
6 my Juris Doctor from Creighton University and worked as an associate at Caputo, Liccardo, Rossi,
7 Sturges & McNeil. Between 1997 and 2001, I was a Chief Executive Officer of Internet Home
8 Services, Inc. (eHome). In 2001, I joined American Title Insurance as a Vice-President in charge of
9 operations in multiple northern California counties. Between 2005 and 2007 I worked with
10 American Mutual Financial Services as an Executive Officer/Counsel/Licensing Officer. In 2007, I
11 started my own law office.

12 4. My practice is concentrated on complex civil and business litigation and real estate
13 transactions.

14 5. A copy of my firm's resume is attached as Exhibit A.

15 6. I have been involved in this litigation for five years. My firm's work on this case
16 has included all key aspects of the litigation, including research, preparation of pleadings,
17 discovery, mediation, and settlement.

18 7. Oldham Law worked extensively with Mauder and Alice Chao and Deogeneso and
19 Glorina Palugod to address Aurora's unfair loan practices.

20 8. Ms. & Mr. Chao owned a residential property on Fallingtree Drive in San Jose,
21 California. In 2008, the Chaos suffered financial hardship as a result of failed investments and a
22 drop of income as a result of Mr. Chao temporarily being laid off from his employment as an
23 engineer. Consequently, the Chaos fell behind on their loan. On or about July 17, 2009, Aurora
24 provided the Chaos with a first Workout Agreement. On or about October 12, 2009, Aurora
25 provided the Chaos with a second Workout Agreement. The Workout Agreement required the
26 Chaos to make an initial payment in of \$5,668, and then \$3,100 monthly thereafter, which they did.
27 During the Workout Agreement, the foreclosure was "dual tracked" with the sale date serially
28

1 postponed.

2 9. After the Workout Agreement term ended, the Chaos were advised to keep making
3 payments and that the foreclosure was on hold. They made additional payments of \$3,100 on or
4 about March 12, 2010, April 20, 2010 and May 18, 2010. In the meantime, Aurora asked for the
5 documents to review the loan modification and confirmed the receipt. On May 12, 2010, Aurora
6 confirmed that it received all the required documents and the foreclosure was on hold while the
7 loan modification was under review. The Chaos were also advised to call back on May 26, 2010, to
8 get a status update. On May 27, 2010, the Chaos called and were told that the modification was
9 denied on May 13, 2010, and their house was sold in foreclosure on May 24, 2010.

10 10. Similarly, Mr. and Mrs. Palugod owned a residence in San Jose, California. In 2009,
11 they suffered hardship as a result of a family member illness and the death of a parent. The
12 Palugods discussed the possible loan modification and eventually received a Workout Agreement
13 on or about September 9, 2009. The Workout Agreement required the Palugods to make an initial
14 payment of \$2,466.68 by October 1, 2009. Thereafter the Palugods were required to make
15 payments of \$2,653 on November 1, 2009, December 1, 2009, and January 1, 2010. The Palugods
16 made each of the payments and provided all of the requested documents that Aurora sought for
17 evaluating their loan.

18 11. After the original term of Workout Agreement ended on January 1, 2010, Aurora
19 told the Palugods to continue making payments while it claimed that foreclosure was on hold and
20 continued its review for possible loan modification. The Palugods made additional payments of
21 \$2,653 on February 1, 2010, March 1, 2010, April 1, 2010, and June 1, 2010. On June 2, 7, and 17
22 2010, Aurora asked for additional documents, all of which were sent as requested. On June 17,
23 2010, the Palugods were told that the foreclosure was on hold while the modification was under
24 review. However, on June 22, 2010, they were informed by a Realtor that their house was going to
25 be sold in foreclosure on June 24, 2010.

26 12. The Chaos and the Palugods devoted substantial time to assisting my associates and
27 me, as well as co-counsel, on the litigation of the claims and the settlement outcome for the class.

1 The Chaos and Palugods testified at depositions and attended mediation.

2 13. Class Counsel's and our Clients' efforts led to an excellent settlement for the
3 common benefit of the Class. The risk of non-recovery was substantial, particularly when viewed
4 against the winding down of Aurora's operations and the heavily litigated nature of this case.
5 Resolution only occurred on the eve of class certification after numerous settlement attempts over
6 the course of many months.

7 14. Oldham Law did not use the possibility of an incentive award to pressure the Chaos
8 and the Palugods to accept the settlement. I personally communicated with the Chaos and Palugods
9 to explain the risks of litigation, the proposed settlement relief, and its fairness to the Class. Based
10 upon these communications, I believe that the Chaos and Palugods understood and agreed that their
11 duty as the representative plaintiffs was to serve the interests of the Class as a whole, and that they
12 would receive no special treatment compared to other Class members. The Chaos and the Palugods
13 were informed of the possibility of a modest service award that would recognize their efforts in
14 bringing this litigation, cooperating with Class Counsel in discovery, and discussing the best
15 possible resolution of this case when viewed against risk factors. The Chaos and the Palugods were
16 also informed that any such service award would be subject to the complete discretion of the Court
17 and that an award of this sort cannot be promised. To my knowledge, my Clients expected nothing
18 in particular in exchange for her service as a class representative, other than fair and customary
19 treatment in recognition of their service.

20 15. Oldham Law made clear to the Chaos and Palugods that they had the right to
21 support, object to, or comment on the settlement in this case without affecting the possibility of a
22 service award. Oldham Law is informed and believes that the Chaos and the Palugods' decision to
23 sign and support the settlement had nothing to do with the possibility of obtaining a service award.

24 **Fees and Expenses Incurred in This Litigation**

25 16. I personally rendered the majority of all Oldham Law's attorney legal services in
26 this case, and was personally responsible for activities conducted on Plaintiffs' behalf by support
27 professionals at my firm, including overseeing all services rendered. Based on my activities and
28

1 oversight in this case, as well as my review of my firm's billing records maintained in this case, I
 2 have personal knowledge of the time attorneys and support professionals at my firm spent
 3 rendering services on behalf of Plaintiffs, the hourly rates charged for those services, and the
 4 necessary costs incurred in the normal course of this litigation.

5 17. My associate, Michael Lee, assisted in legal research, drafting, client meetings and
 6 attended depositions.

7 18. My associate, Irena M. Wesolowska, assisted with the notice inquiries from the
 8 Class members and drafting.

9 19. At various times I had the assistance of Jennifer Siem to assist with discovery and
 10 other support functions.

11 20. Exhibit B attached hereto sets forth the time expended by attorneys and support
 12 professionals at Oldham Law from June 2009 through November 3, 2014, split into six categories
 13 based upon the purpose of the work. Oldham Law's billing records are based on routine,
 14 contemporaneous timekeeping in increments of one-tenth hour. I have reviewed Oldham Law's
 15 time entries to sort those reflected tasks into six categories that generally include the following:
 16 factual and legal research into the case and the initial motion practice; discovery; class
 17 certification; additional motion practice; preparing for mediation and holding extensive settlement
 18 talks; and all time associated with preliminary approval and notice.

19 21. The rates of Oldham Law professionals who billed on this case are as follows:

Timekeeper	Position	Total Hours	Rate/Hour	Total
Andrew M. Oldham	Member	1354	\$550	\$744,700.00
Michael Lee	Associate	211.4	\$375	\$79,275.00
Irena M. Wesolowska	Associate	37.5	\$350	\$13,125.00
Jennifer Siem	Paralegal	163.4	\$150	\$24,510.00
Total		1,766.3		\$861,610.00

22 22. Based on my knowledge and experience, the rates charged by the attorneys and
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 27
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1 support professionals at my firm are the same as charged for non-contingent legal services by my
2 law firm, and are within the range of rates normally and customarily charged in the Northern
3 District of California by attorneys and support professionals of similar qualifications and
4 experience in cases of this kind.

5 23. As the primary attorney on this case at Oldham Law, fees for my time constitute just
6 over 85% of the total fees that Oldham Law incurred in this case. The cumulative total in fees of
7 me and three other billers is over 99% of the total fees charged to this case. Biographies of all
8 billers are provided below.

9 **Andrew M. Oldham** (Rate: \$550/hr; \$744,700.00 in total fees charged to case):

10 24. A summary of my experience and qualifications are set forth above in Paragraphs 2-5.

11 **Michael Lee** (Rate: \$375/hr; \$79,275.00 in total fees charged to this case):

12 25. Michael Lee worked at Oldham Law as a civil litigation and bankruptcy attorney.

13 **Irena M. Wesolowska** (Rate: \$350/hr; \$13,125.00 in total fees charged to this
14 case):

15 26. Irena M. Wesolowska is a civil litigation and business transactions attorney.

16 **Jennifer Siem** (Rate: \$150/hr; \$24,510.00 in total fees charged to this case):

17 27. Jennifer Siem served as a paralegal specializing in document review and
18 miscellaneous support issues.

19 28. In my judgment, and based on my years of experience, the number of hours
20 expended and the services performed by the attorneys and support professionals at my firm were
21 reasonable and expended for the benefit of Plaintiffs and the Class in this litigation. **However, in**
22 **light of the possibility of duplication of effort due to four law firms working on this case (even**
23 **though I have seen no indications of duplication), Class Counsel has decided to reduce each**
24 **firm's lodestar by 20% for purposes of determining the reasonableness of Class Counsel's fee**
25 **request. As a result, for purposes of the lodestar cross-check of the 30% fee sought, my firm**
26 **has reduced its lodestar to \$689,288.**

27 29. Oldham Law also incurred expenses in the amount of \$5,634.71, as of November 3,

1 2014. These expenses include: facsimile and copying charges, computer research, federal express
 2 and other delivery charges, travel expenses, and other case-related expenses, such as interpreter for
 3 depositions, that commonly benefitted Plaintiffs and the Class. Based on my knowledge and
 4 experience, all of these expenses were necessary and reasonable, and incurred for the benefit of
 5 Plaintiffs and the Class in this litigation. At the Court's request, Oldham Law can provide a
 6 detailed report itemizing each expense item charged to the case. The following table sets forth
 7 Oldham Law's expenses by category:

8 Travel, etc.	\$1,386.43
9 Copies, postage, etc.	\$2,324.00
10 Interpreter	\$1,270.00
11 Other	\$654.28
12 Total	\$5,634.71

13
 14 I declare under penalty of perjury that the foregoing is true and correct.

15
 16 Dated: November 14, 2014

/s/ Andrew M. Oldham

Andrew M. Oldham

Exhibit A

Oldham Law

901 Campisi Way, Ste 248, Campbell , CA 95008
Home: 888.842.4930 - aoldham@landcounsel.com

Executive Profile

Oldham Law Firm is a boutique litigation and transactional firm with a diversified practice focusing on civil litigation and real estate transactions. Based in the San Jose area, we offer a full range of litigation services in real estate and business litigation, class actions, and bankruptcy adversary proceedings.

Our attorneys have litigated individual lawsuits, class actions, and group actions in state and federal courts in California. We pride ourselves in representing consumer rights in the residential real estate arena.

Oldham Law Firm has been a long time contributor to the South Bay area. We have a longstanding commitment toward giving back through our pro bono practice, volunteer activities, and community service.

Our Attorneys:

Andrew Oldham

Highly accomplished attorney with more than 20 years of experience in business, start-up, and real estate law and successful career characterized by front-line positions in top law firm and mid-stage start ups and Fortune 500 companies.

Qualifications/achievements include:

Proven track record of effectively representing the legal needs of real property consumers, financial services companies, title insurance, escrow and brokerage companies.

As In-House Counsel and Vice-President of All-Cal Title Company, directed and coordinated the defense of escrow and title claims including class action claims. Negotiated and closed the sale of All-Cal to Alliance Title Company.

Founder and CEO of eHome, raising venture funding in excess of \$30 million and growing the company from start up to a national presence. Including overseeing the retention of in-house legal department and retention of outside counsel.

Fortune 500 company experience in business operations, licensing, contract negotiations, and regulatory compliance.

•Lecturer at real estate seminars and Realtor functions.

Licensed to practice in California since 1989 and Federal Court since 1989.

Areas of Expertise

Real Estate Law
Budget Management
Residential and Mortgage Disputes
Real Estate Purchases / Financing / Leases
Financial Services
Regulatory Compliance
Escrow Practice and Title Insurance

Professional Experience

July 2007 to Present – Law Office of Andrew Oldham, specializing in business, real property and class action

litigation. Successfully represented hundreds of clients in business and real property issues including TILA, lender, broker, and business disputes.

April 2005 to July 2007 – American Mutual Financial Services, Executive Officer/Counsel and Licensing Officer, full responsibility for bottom line factors, including company vision, long-range strategic planning, agent oversight, education and retention, licensing activities and government regulatory compliance.

August 2001 to March 2005 - American Title Insurance (acquired by Ticor Title Insurance a division of Fidelity National Financial) Vice-President in charge of operations in multiple northern California Counties. Oversight of all aspects of operations including relationships with multiple lenders, real estate brokerages, and consumers. Insured compliance with both state and federal regulations. Returned Santa Clara County to operational profitability, within six months and increased profitability incrementally thereafter.

September 1997 to February 2001 – Internet Home Services, Inc. (eHome) Chief Executive Officer, Led eHome from start-up into a national on-line real estate brokerage with offices in Texas, Florida, Washington, and California. Raised over \$30 million in funding from numerous venture capital firms. Was selected by Garage.com as a portfolio company. Responsible for all aspects of operations including funding, operational oversight, and growth. Recognized by Inc. Magazine for it's success and innovation.

June 1994 to August 1998 - All-Cal Title Company, began as corporate counsel responsible for overseeing all legal issues and became President in 1997, led company to doubling of market share and to a successful multi-million dollar acquisition. Responsible for implementing key relationships with multiple brokerages, including Century 21, Coldwell Banker, and ReMax.

September 1989 to July 1994 – Caputo, Liccardo, Rossi, Sturges, and McNeil, served as an associate attorney specializing in contracts, financing transactions, TILA and real estate litigation. Was first chair in trial work and one of the youngest attorneys in firm to sit first chair in litigation.

Education & Memberships:

United States Military Academy (West Point) 1982-1984

Creighton University - Bachelor of Arts 1984-1986

Creighton University - Juris Doctor 1986-1989

Member of the Real Property Section of the State Bar of California

Member of the National Association of Realtors

Member of the State Bar of California

Exhibit B

Chao et al. v. Aurora Loan Services, LLC

Case No. 10-CV-03188-SBA

Oldham Law
Time Categories

	<u>CATEGORY</u>	<u>HOURS</u>	<u>AMOUNT</u>
1.	Factual and Legal Research	356.1	\$188,025.00
2.	Discovery	854.3	\$417,887.50
3.	Additional Motion Practice	209.6	\$93,517.50
4.	Class Certification	98.5	\$50,250.00
5.	Mediation/Settlement	195.3	\$96,555.00
6.	Preliminary Approval/Notice	52.5	\$15,375.00
	TOTAL:	1,766.3	\$861,610.00