

INDIANA COMMERCIAL COURT

STATE OF INDIANA) ALLEN SUPERIOR COURT NO. 2
) SS:
COUNTY OF ALLEN) CAUSE NO. 02D02-2103-PL-000116

CLIFF DECKER and **WENDY**)
DECKER, individually and on)
behalf of all others similarly)
situated,)
)
Plaintiffs,)
)
v.)
)
STAR FINANCIAL GROUP,)
INC.,)
)
Defendant.)

**DECLARATION OF VESS A. MILLER IN SUPPORT OF
PLAINTIFFS’ MOTION FOR APPROVAL OF ATTORNEYS’
FEES, EXPENSES, AND SERVICE AWARDS FROM CLASS
ACTION SETTLEMENT**

I, Vess A. Miller, declare:

1. I am a partner in the class action group of the law firm of Cohen & Malad, LLP (“C&M”). I make this Declaration based on my own personal knowledge, and if called as a witness, I could and would competently testify to the matters stated herein.

2. C&M has more than fifty years of experience in complex and class action litigation in state and federal courts and has served as lead

and class counsel on behalf of numerous certified statewide and nationwide plaintiff classes. C&M enjoys a national reputation of prominence in the complex litigation arena for its work in class actions, pharmaceutical drug and medical device litigation, personal injury, eminent domain/condemnation law, medical malpractice, family law, bankruptcy, creditor's rights, and commercial & business law, business litigation, appellate law, commercial, real estate and business services and other complex cases, both at the trial and appellate levels.

3. This case was filed over three years ago and has been vigorously litigated by both parties.

4. At the risk of potentially recovering nothing, Class Counsel, working on a contingent fee basis, expended significant time and resources in the litigation and advanced no less than \$4,780.23 in expenses, the majority of which were mediation fees (\$3,183.05), with the remainder being travel (\$849.30), court fees (\$454.31), transcript costs (\$242.72), and FedEx fees (\$50.85). Class Counsel incurred these expenses with no guarantee of recovering them had the Class Representative not prevailed or achieved a settlement, and therefore, Class Counsel had every incentive to keep the expenses reasonable.

5. The Class Representatives also actively participated in the litigation and were a key component to achieving the settlement.

6. Federal and state courts across the country, including Indiana courts have routinely awarded Class Counsel one-third of the value of a settlement as a reasonable contingent attorney fee. *See, e.g.,* Order Granting Final Approval to Class Action Settlement, *Johnson v. Elements Financial Cred Union*, No. 49D01-2001-PL-004706 (Ind. Comm'l Ct. Oct. 29, 2020) (Welch, J.) (approving attorneys' fees of one-third of the value of the settlement, which was comprised of both cash payments and debt forgiveness); Final Approval Order and Order Granting Requests for Fees, Costs and Expenses, Costs of Settlement Administration, and Class Representative's Service Award, *Almon v. Independence Bank*, No. 19-CI-00817 (McCracken Cir. Ct. Ky. June 18, 2021) (same; awarding fee of one-third of the value of the settlement, which was comprised of both cash payments and debt forgiveness); Order Awarding Attorneys' Fees and Expenses and Class Representative Service Award from Common Fund, *Hill v. Indiana Members Credit Union*, No. 49D02-1804-PL-016174 (Marion Super. Ct. Ind. Jan. 21, 2021) (Oakes, J.) (approving attorneys' fees of one-third of the value of

the settlement); Order Granting Final Approval, *Holt v. CommunityAmerica Credit Union*, No. 4:19-CV-00629-FJG (W.D. Mo. Dec. 8, 2020), ECF No. 51 (same); Order Approving Attorneys' Fees, Expenses, and Service Award, *Louden v. Arvest Bank*, No. 60CV-19-5520 (Ark. Cir. Ct. June 8, 2021) (same); Order, *Wilmoth v. Celadon Trucking Servs., Inc.*, No. 49D01-1310-PL-036806 (Marion Super. Ct. Oct. 17, 2017) (Keele, J.) (awarding class counsel one-third of value of the settlement in class action); Order, *Todd v. The Nat'l Foundation for Special Needs Integrity, Inc.*, No. 29D01-1702-TR-000046 (Hamilton Super. Ct. Ind. June 20, 2017) (Nation, J.) (awarding one-third fee); Order Awarding Attorneys' Fees and Expenses and Class Representative Service Award from Common Fund, *Plummer v. Centra Credit Union*, No. 03D01-1804-PL-001903 (Bartholomew Super. Ct. Ind. Oct. 2, 202) (same); *In re Ready Mixed Concrete Litig.*, 2010 WL 3282591 (S.D. Ind. Aug. 17, 2010) (same); *Burkholder v. City of Ft. Wayne*, 750 F. Supp. 2d 990, 997 (N.D. Ind. 2010) (same); *Gaskill v. Gordon*, 160 F.3d 361, 362–63 (7th Cir. 1998) (noting that typical class action contingency fees are between 33% and 40%); *Kolinek v. Walgreen Co.*, 311 F.R.D. 483, 500 (N.D. Ill. 2015) (recognizing that courts “regularly allow attorneys to recoup one-third of

the first \$10 million of the class action settlement fund”). *See also* Preliminary Approval Order, *Perri v. Notre Dame Fed. Credit Union*, No. 71C01-1909-PL-000332 (St. Joseph Cnty. Ind. Cir. Ct. June 29, 2021) (granting preliminary approval to settlement that contemplates attorneys’ fees of one-third of value of settlement).

I declare, under the penalties for perjury, that the foregoing representations are true.

Dated: October 9, 2024

/s/ Vess A. Miller
Vess A. Miller