SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK

IN RE RENREN, INC.	Index No. 653594/2018
	Hon. Andrew Borrok
DERIVATIVE LITIGATION	Mot. Seq. No. 021

PLAINTIFFS' REPLY MEMORANDUM OF LAW IN SUPPORT OF PLAINTIFFS' MOTION FOR APPROVAL OF THE PROPOSED SETTLEMENT AND AN AWARD OF ATTORNEYS' FEES AND EXPENSES

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PRELIMINARY STATEMENT

No one objects to the Settlement Amount. But that $300+ million pie has garnered attention from *former* investors who now ask the Court to carve them a piece, even though they previously sold their Renren securities and made the business decision to forego the legal rights and avoid the economic risks incident to owning Renren securities. As a matter of well-settled law, however, *former* share ownership confers no right to derivatively bring, or receive proceeds of, a *company* claim. And the *only* claims asserted in this action belong to Renren and were brought derivatively on its behalf; no direct shareholder or other shareholder class claims were pursued. The former shareholders offer *no* legal support for their claim that they are entitled to share in this derivative settlement. No amount of incendiary rhetoric or distortion of the record[1] washes away the bedrock law that Renren's former investors are strangers to this derivative suit.

The two[2] coordinated objections to counsel's fee request—purportedly representing just 0.406% of the minority interest—are similarly full of invectives but empty on substance. Like the former shareholders, the fee objectors mistake this as a routine securities class action. But it is a derivative action that involved significant risks in obtaining derivative standing under Cayman law (never achieved previously in New York, and more challenging than demand futility under American law) and personal jurisdiction (not an issue in most derivative cases involving American corporations). And on an apples-to-apples basis, the fee request here—for the largest cash derivative settlement in history—compares favorably to that awarded in the largest derivative judgment on record.

[1] The objectors' attacks on Oasis are baseless. *See* Meyer Supp. Aff. ¶¶2-6.

[2] A third objector sold his interests and subsequently withdrew his objection on November 29, 2021. Epiq Supp. Aff. ¶11, Ex. D; Reid Supp. Aff. ¶10.

Moreover, the fee objectors ignore that the results achieved differ markedly from securities class action settlements. Counsel here faced uncharted legal and factual paths, unlike the dozens of securities class actions that settle each year, many with the benefit of parallel governmental actions. And the 87% recovery (under an aggressive damages model) achieved here and resulting sizable distribution to investors dwarf those in most securities class action settlements, where pennies on the dollar is the norm.

ARGUMENT

I. THERE IS NO BASIS TO REALLOCATE SETTLEMENT PROCEEDS.

No objector claims that the Settlement Amount, direct-pay structure, or other material Settlement terms are unfair or unreasonable, nor could they. NYSCEF No. 759 at 12-14. The objections submitted by Renren's former shareholders (the "Former Shareholders")[3] instead focus on one issue: whether *former* Renren investors who owned ADSs at the time of the 2018 Transaction are entitled to receive proceeds from the resolution of a litigation asset *belonging exclusively to Renren*.[4] These objections should be rejected because former shareholders lack standing to object to the Settlement, will release nothing if the Settlement is approved, and would receive nothing if Plaintiffs won at trial.

[3] Most Former Shareholders currently own no Renren ADSs or shares. *E.g.*, Altimeo Obj. at 9. Two objectors (Zhongqiang Fan and Qian Yang) state that they each currently own one ADS bought in November 2021. Another objector, GengBiao Liao, claims to currently own one ADS but did not provide supporting documentation. *See* Epiq Supp. Aff. ¶10 n.2.

[4] Some Former Shareholders frame their objection in terms of the Stipulation's Record Date. Under applicable securities rules, however, Renren must provide notice of any cash distribution to the NASD "10 days *prior* to the record date" and state "the amount of cash to be paid or distributed per share." 17 C.F.R. §240.10b-17; *see also* FINRA Rule 11140(b)(1); NYSCEF No. 99 at §§4.1 & 4.9. Accordingly, Renren cannot set a retroactive Record Date for a cash distribution. Moreover, Renren cannot set the Record Date until the True Up is calculated and the Court determines attorneys' fees and expenses.

Plaintiffs' claims arise from Defendants' taking of Renren's most prized assets for themselves. *E.g.*, Complaint ¶¶1, 301, 309, 315, 324. Just as the underlying assets belonged to Renren, *not* individual shareholders, the claims pursued here arising from the loss of those assets belong to Renren, *not* individual shareholders. Dawson Aff. ¶¶21-37; *cf. Abrams v. Donati*, 66 N.Y.2d 951, 953 (N.Y. 1985). Indeed, the "fraud on the minority" exception allowing derivative standing under Cayman law itself is framed in terms of preventing "directors from improperly benefitting themselves at the expense of the company." *Harris v. Microfusion, 2003-2 LLP* [2017] 1 BCLC 305, 317; *cf. Abrams*, 66 N.Y.2d at 953 (diversion of corporate asset claims "plead a wrong to the corporation only").

Because Plaintiffs' claims are exclusively derivative, the Former Shareholders have no individual claim or right to recoveries resulting from the pursuit of those claims. Dawson Aff. ¶¶46-47; *Prudential Assurance v. Newman Industries* [1982] 1 Ch. 204, 222 ("The company acquires causes of action … for torts which damage the company. No cause of action vests in the shareholder."). Nor could they pursue Renren's claims derivatively under Cayman law or New York Business Corporation Law ("BCL") §626(b). Dawson Aff. ¶¶48-49; *Birch v. Sullivan,* [1958] 1 All E.R. 56, 58 (derivative plaintiff "can no longer maintain the [derivative] action when he has ceased to be a registered holder"); *Honzawa Holding Co. v. Hiro Enterp. USA, Inc.*, 291 A.D.2d 318, 318 (1st Dep't 2002) (applying BCL §626(b)). In fact, Former Shareholders who no longer own ADSs have no more stake in the outcome of this litigation than someone who *never* owned Renren securities. *Independent Inv. Protective League v. Time, Inc.*, 50 N.Y.2d 259, 263-64 (N.Y. 1980) ("[A selling shareholder's] rights as a shareholder cease, and his interest in the litigation is terminated. Being a stranger to the corporation, the former stockowner lacks standing.").

Although Plaintiffs negotiated a direct-pay settlement so that the proceeds would not flow through Renren, which remains under Defendants' control, that does not change the fact that the Former Shareholders lack any interest in this case or the settlement proceeds. *See* Gordon v. Fundamental Investors, Inc., 362 F. Supp. 41, 48 (S.D.N.Y. 1973) (when "justified by unusual circumstances," "the recovery for the corporation in a derivative suit may be distributed directly to … ***present shareholders***") (emphasis added). When the Former Shareholders sold their stakes—despite believing that claims existed[5]—they chose to forego any benefit from Renren's potential claims, were compensated for that choice, and were free to use those funds to profit through other investments. *See* In re Triarc Companies, Inc., 791 A.2d 872, 875 (Del. Ch. 2001) (selling shareholders "chose to dissociate their economic interests from the corporation and, by doing so, to forego the … the potential benefit to the corporation of the derivative claims"); In re Prodigy Comms. Corp. S'holder Litig., 2002 WL 1767543, at *4 (Del. Ch. July 26, 2002) (selling shareholders "'ma[k]e a conscious business decision to sell their shares into a market that implicitly reflect[s] the value of the pending and any prospective lawsuits'").

The Former Shareholders therefore lack standing to object to the Settlement, and their claims that the Settlement is unfair or prejudicial to them are unfounded. Whatever direct claims the Former Shareholders may have for harms they individually suffered—which they have not pursued for over three years—remain intact. Renren is releasing its *own* claims, which never belonged to the Former Shareholders and which they lack standing to pursue. Stipulation ¶¶1(x), 16(a); Zupnick v. Fogel, 989 F.2d 93, 98-99 (2d Cir. 1993) (finding no "legal prejudice" where settlement did not release non-party claims).

[5] *See* Altimeo Obj. at 7; Epiq Supp. Aff. ¶10, Ex. A at 2-6.

Altimeo cites only inapposite class action cases involving intra-class disputes over the allocation of settlement proceeds. *See* *Vassalle v. Midland Funding LLC*, 708 F.3d 747, 755 (6th Cir. 2013); *In re BankAmerica Corp. Sec. Litig.*, 210 F.R.D. 694, 712 (E.D. Mo. 2002). But no former shareholder direct claims are asserted or released here, as in those cases. Altimeo does not (and cannot) cite any legal authority where former investors shared in the recovery achieved through a derivative case involving no direct claims. *Triarc*, 791 A.2d at 875 (selling shareholders choose to "forego the opportunity to benefit from … the potential benefit to the corporation from the derivative claims").

If anything, reallocating settlement proceeds to the Former Shareholders would be unfair and prejudicial to Renren's existing shareholders. Renren's existing shareholders—including those, like Plaintiffs, who have held their shares throughout this case—have borne the risk that this action would result in no recovery or benefit to them, as well as the economic risk and opportunity costs incident to holding Renren securities. For Renren and those shareholders who do have a stake in this case's outcome, the Settlement is entirely fair and reasonable.

Finally, the Former Shareholders' concerns that DCM and other Defendants may benefit from the Settlement are misplaced. The Stipulation not only precludes Defendants from receiving any Settlement Proceeds, but it also precluded Defendants from trading in Renren securities upon the Stipulation's execution (*i.e.*, before its public announcement). Stipulation ¶9. Relatedly, the objectors' concerns that DCM has already benefitted are unfounded because DCM exited its position before the Stipulation was signed or publicly announced.[6]

[6] https://www.sec.gov/Archives/edgar/data/0001297174/000110465921016707/tm215137-4_sc13ga.htm

II. THE REQUESTED FEE AND EXPENSES ARE REASONABLE.

Two individuals—who collectively hold 0.406% of the minority interest—object to the fee request. Reid. Supp. Aff. ¶¶10, 13-15, Exs. G, I. Their coordinated objections rely on securities class action cases and ignore the unique circumstances here that should guide the Court's exercise of its broad discretion to award the fee requested. *See* Seinfeld v. Robinson, 246 A.D.2d 291, 300 (1st Dep't 1998) (fee award subject to discretion of trial court); *see also* Gordon v. Verizon Comms., Inc., 148 A.D.3d 146, 165 (1st Dep't 2017) (listing "factors" to consider when exercising discretion).

A. The Requested Fee Is Reasonable Because it Represents Only 10.4% of the Company-Level Recovery.

A victorious judgment in this derivative action at trial would have provided a recovery (and counsel fee) measured at the company level. The $300 million direct pay Settlement here equates to a $955 million company-level recovery. NYSCEF No. 760 ¶6. And Counsel's requested fee is a modest 10.4% of that amount. *Id.* ¶60.

The requested fee compares favorably to that awarded for the largest derivative judgment, 15% of company-level damages equating to ***over 44%***[7] under an equivalent direct pay structure. *Americas Mining Corp. v. Theriault*, 51 A.3d 1213, 1252 (Del. 2012) (affirming a $304.7 million fee award which equated to $35,000 per hour and a 66x lodestar multiple). Notably, the court there rejected the argument that the fee should be based on the 19% minority's proportionate share because the "law does not analyze the 'benefit achieved' for the corporation in a derivative action, against a majority stockholder and others, as if it were a class action recovery for minority

[7] The $304.7 million fee divided by the sum of that fee and the minority's 19% share of the judgment (0.19 x $2.031 billion) equals 44.1%.

stockholders only." *Id.* at 1265. Likewise, any fee here following judgment would be measured at the company level, and not solely based on the minority's proportionate stake.

The analysis should not change here merely because the recovery results from a settlement rather than a judgment. And the minority shareholders' proportionate share should not control the reasonableness of a fee request where only company-level claims were available and pursued, and the Settlement Amount depended on Plaintiffs' company-level loss measure (with no offset for the Cash Dividend previously paid to minority shareholders).

Moreover, the Settlement is economically equivalent to Defendants paying $955 million to Renren coupled with an immediate dividend of those funds to all shareholders. Plaintiffs' negotiated structure is preferable to that economic equivalent because the Settlement: (a) saves Renren itself from administering the settlement; (b) puts the settlement funds in a trust account out of Chen's hands; and (c) nets out the Controlling Stockholders. Counsel should be commended for negotiating an efficient structure with safeguards, not punished with a reduced fee.[8]

B. The Circumstances of this Case Warrant a 33% Fee.

Even if the fee is measured as if this were a minority shareholder class action (which it is not), a 33% fee would be reasonable under the circumstances. The fee objectors' NERA studies of federal securities class actions, cherry-picked examples of securities cases with lower fee awards, and idiosyncratic metrics do not prove otherwise.

First, a 33% fee award is far more common than objectors acknowledge, even in large cases. *See, e.g., Hale v. State Farm Mut. Auto. Ins. Co.*, No. 12-0660-DRH, 2018 WL 6606079, at *11 (S.D. Ill. Dec. 16, 2018) (observing that "sophisticated parties … agree to flat percentages at

[8] Where putative wrongdoers retain majority ownership and control, direct pay settlements mitigate the risk of misuse of derivative settlement proceeds. In turn, counsel in such cases should not be perversely incentivized to seek only company-level recoveries.

or above 33.33% in cases that yield significant recoveries" and "[c]ourts regularly follow suit, even in megafund cases," by awarding "33% or more of recoveries between $105 million and $974 million"); *Cabot E. Broward 2 LLC v. Cabot*, No. 16-61218-CIV, 2018 WL 5905415, at *8 (S.D. Fla. Nov. 9, 2018) ("[C]ourts nationwide have repeatedly awarded fees of 30 percent or higher even in so-called 'megafund' settlements.").

Because the fee objectors myopically focus on the largest case settlements in NERA's analysis of exclusively securities class actions, they overlook the frequency of 33% fee awards in class actions more broadly. Indeed, Professor Brian T. Fitzpatrick, one of the leading scholars on class actions has noted that, in his analyses, "the most common fee awards actually fall in the 30%-35% range." Reid Supp. Aff. Ex. E at 5.

Second, the fee objectors' large securities class action examples involved settled law, parallel governmental and regulatory actions, and lawyers lining up to bring the claims. But the circumstances here involved the opposite, instead paralleling those in *Hale* that the court found warranted a 33.33% fee on a $250 million recovery. 2018 WL 6606079, at *16; Reid Supp. Aff. Ex. F. For example:

- Plaintiffs' Counsel "were not assisted by any governmental investigations or prosecution," as is "often the case" in "large class actions" and "unlike many cases where attorneys seek a substantial fee." *Hale*, 2018 WL 6606079, at *9.

- "[T]he burden of building this case was borne entirely by Plaintiffs." And although Plaintiffs subsequently marshalled significant evidence during discovery, that "does not undermine the complexity and uncertainty of the challenges Plaintiffs faced when they filed suit." *Hale*, 2018 WL 6606079, at *9.

- "On the law, too, Plaintiffs faced significant risks at the outset of this case," entailing "extensive[]" motion to dismiss briefing and appellate risk. *Id.* Indeed, Plaintiffs' Counsel fully briefed eight motions to dismiss, overcame four defendant appeals, and defeated four motions for Court of Appeals review. NYSCEF No. 760 ¶66.

- Like the legal obstacles in *Hale*, establishing personal jurisdiction and derivative standing under Cayman law here "were far from a foregone conclusion at the outset of this litigation." *Hale*, 2018 WL 6606079, at *9. Derivative claims are rare in the Cayman Islands, Dawson Aff. ¶¶38-45, and no other plaintiff had successfully established derivative standing under Cayman law in New York courts. Given the lack of prior success in this area, the "risk of non-payment at the outset of the case overwhelmingly favors [the] requested" 33% fee. *Hale*, 2018 WL 6606079, at *9.

- Because of the extreme risks involved, "[n]o other lawyers were interested in taking the case," *Hale*, 2018 WL 6606079, at *9, and several firms turned Oasis down.[9] NYSCEF No. 771 ¶4.

- "Counsel's work here, and the results they obtained, are both exemplary." *Hale*, 2018 WL 6606079, at *10. Counsel "achieved many significant victories," *id.*, including the first ruling from a New York appellate court upholding both (a) derivative standing under Cayman law, and (b) personal jurisdiction over a U.S.-listed Cayman company. This ruling should help deter future misconduct by increasing the risk that would-be wrongdoers will face accountability in New York courts. The results are particularly noteworthy "given the complexity and difficulty of both the factual and legal issues involved in this novel case." *Id.*

As in *Hale*, the data points that fee objectors rely upon simply "do not account for the riskiness of this case, and this case was extremely risky" or "the quality of counsel[s'] performance." *Id.* Indeed, the market itself assigned minimal value to this risky litigation; if there had been a clear and certain path to victory, then Renren's ADSs would not have languished below $1 throughout April 2020, the month before the motion to dismiss hearing.[10] Reid Supp. Aff. ¶7, Ex. B.

Third, scholars have suggested that "judges acting as good fiduciaries" should "follow" the market practice of "fixed one-third percentages or even higher escalating percentages based on litigation maturity…even in the most enormous cases." Brian T. Fitzpatrick, *A Fiduciary Judge's Guide to Awarding Fees in Class Actions*, 89 Fordham L. Rev. 1151, 1170–71 (2021) (hereinafter,

[9] *See also, e.g., Cabot*, 2018 WL 5905415, at *6 (other firms' rejections supported 33.33% fee).

[10] Even following the denial of the motion to dismiss, the ADS price remained in the single digits until Plaintiffs expanded the litigation and achieved victories throughout 2021.

"*Fiduciary Judge's Guide*"). Under this market-driven approach, 33% is a conservative metric. *See* Hale, 2018 WL 6606079, at *8 ("[S]ophisticated [plaintiffs] regularly agree to pay 33.33% or more in risky, complex litigation, even when potential rewards are very large.").

Fourth, although fee percentages are sometimes lower in large settlements, there is no reason to adjust the fee here.[11] Many courts reject a sliding-scale approach to fee awards, especially in high-risk cases like this one. *See*, *e.g.*, *In re Syngenta AG MIR 162 Corn Litig.*, 357 F. Supp. 3d 1094, 1114 (D. Kan. 2018) (awarding 1/3rd fee of over $503.3 million and rejecting sliding-scale because it "is fundamentally at odds with the percentage-of-the-fund approach"); *Hale*, 2018 WL 6606079, at *11-12; *In re Vitamins Antitrust Litig.*, No. MDL 1285, 2001 WL 34312839, at *12 (D.D.C. July 16, 2001) (rejecting sliding-scale approach and awarding $122.4 million fee because "it is not fair to penalize counsel for obtaining fine results," "a one-third recovery is a common percentage," and "the percentage of recovery method is meant to simulate" the market).[12] And the sliding-scale approach makes little sense because it is inconsistent with market norms, creates economic inefficiencies, and perversely incentivizes counsel. *See* Fitzpatrick, *Fiduciary Judge's Guide* at 1169–71.

Fifth, the results achieved here were extraordinary, breaking new ground for derivative settlements. And Cayman law derivative actions are rarely successful, quite unlike the securities

[11] Even if the Court were to apply a sliding-scale adjustment, it should do so on an apples-to-apples basis to other large cases by examining the gross value of the settlement at the company level (rather than the minority shareholder "sub-class"), including value associated with corporate governance reforms (which the objectors entirely ignore). The apples-to-apples 10.4% fee request here compares favorably to awards for settlements in the $500 million to $1 billion range even for courts applying a sliding-scale approach.

[12] *See also, e.g.*, *In re: Urethane Antitrust Litig.*, No. 04-1616-JWL, 2016 WL 4060156, at *5-8 (D. Kan. July 29, 2016) (1/3rd fee on $974 million); *In re Checking Acct. Overdraft Litig.*, 830 F. Supp. 2d 1330, 1367 (S.D. Fla. 2011) (awarding requested 30% fee on $410 million).

class action world where settlements are commonplace[13] and the contingency risk is often modest. *See* *Goldberger v. Integrated Res., Inc.*, 209 F.3d 43, 52 (2d Cir. 2000) (expressing doubt over whether there is "substantial contingency risk" in every securities class action).

Moreover, the recovery of 87% of an aggressive damages estimate is an outlier that strongly supports the requested fee. *See* *Hosp. Auth. of Metropolitan Gov't of Nashville v. Momenta Pharms., Inc.*, No. 3:15-CV-01100, 2020 WL 3053468, at *1 (M.D. Tenn. May 29, 2020) (awarding 1/3rd fee because recovery of half of class-wide damages was an "excellent outcome"); *In re Heritage Bond Litig.*, No. 02-ML-1475 DT, 2005 WL 1594403, at *19 (C.D. Cal. June 10, 2005) (36% recovery was "an exceptional result" that "weigh[ed] strongly in favor" of 1/3rd fee request) (gathering cases).

Indeed, the 87% recovery here is twenty times better than the typical securities class action recovery, and far more than securities class recoveries that courts have deemed exceptional. *See*, *e.g.*, *In re China Sunergy Sec. Litig.*, No. 07 CIV. 7895 DAB, 2011 WL 1899715, at *5 (S.D.N.Y. May 13, 2011) (awarding 1/3rd fee and observing 18% recovery "far surpasses" 3% to 7% typical recovery of estimated losses); *In re Omnivision Techs., Inc.*, 559 F. Supp. 2d 1036, 1046 (N.D. Cal. 2008) (settlement for "9% of the possible damages" was "more than triple the average recovery in securities class action settlements" and a "substantial achievement"). The fee objectors fail to account for the miniscule recoveries typical in securities class actions, especially large ones for which their NERA data reflects a median 1.2% recovery. Reid Supp. Aff. Ex. C at 19; Ex. D at 6 (median 2-3% recoveries in $500 million to $1+ billion cases).

[13] Fee objectors' NERA studies show that dozens of securities class actions settle every year. Reid Supp. Aff. Ex. C at 12. That such *annual* studies exist underscores the commonality of securities class action recoveries, unlike the extremely rare success under Cayman law achieved here.

Relatedly, unlike many securities class actions where investors receive pennies on the dollar, Renren's minority investors here will receive substantial distributions. A 33% fee award will result in a distribution of $25.92 per ADS (before deducting expenses). Reid Supp. Aff. ¶8. That is a significant recovery by any measure, but especially so relative to the market price of ADSs at the time of the Transaction and at all points thereafter. *Id.* ¶¶8, 9, Ex. C. Every minority investor who has a legally cognizable stake in Renren is a winner in this Settlement. And, therefore, any fairness concerns over fees that might arise in some class cases where the lawyers are the only winners are irrelevant here.

Sixth, the Court of Appeals has rejected hindsight-driven attacks on contingency fees:

> [T]he contingency system cannot work if lawyers do not sometimes get very lucrative fees, for that is what makes them willing to take the risk—a risk that often becomes reality—that they will do much work and earn nothing. If courts become too preoccupied with the ratio of fees to hours, contingency fee lawyers may run up hours just to justify their fees, or may lose interest in getting the largest possible recoveries for their clients.

In re Lawrence, 24 N.Y.3d 320, 339 (2014) (citations omitted).

Finally, for the same reasons, a lodestar cross-check does not warrant reducing the requested fee, even if conducted.[14] Lodestar multiples sometimes range well into the double-digits for large recoveries. *See* *Americas Mining*, 51 A.3d at 1252 (affirming $305 million fee equal to over $35,000 per hour worked and 66x multiple). Moreover, even in more modest settlements, "Courts regularly award lodestar multipliers of up to eight times the lodestar, and in some cases, even higher multipliers." *Yuzary v. HSBC Bank USA, N.A.*, No. 12 CIV. 3693 PGG, 2013 WL

[14] Counsel's moving papers established, and no objector disputed, that the percentage of recovery method should apply. Objectors' authorities likewise confirm its preferability. Although two of objectors' cases applied a lodestar cross-check, they did not hold that one is required. Thus far, no New York appellate court has held that a cross-check is mandatory when applying the percentage of fund method.

5492998, at *10 (S.D.N.Y. Oct. 2, 2013) (gathering cases). The 7.1 multiple here[15] is reasonable, especially given the substantial settlement achieved. *Id.* (multiple of 7.6 was reasonable and warranted to avoid creating perverse incentives to drag out litigation). Reducing the fee award here through a lodestar crosscheck would punish counsel for deploying some of their most creative lawyers to achieve a fantastic result before trial, thereby creating the sort of perverse incentives that the Court of Appeals cautioned against in *Lawrence*. And it would disincentive high risk, but societally beneficial cases like this one, from being pursued.[16]

CONCLUSION

The Settlement should be approved, and counsel's request for fees and expenses should be granted.

[15] *See* Gross Supp. Aff. ¶7. The objectors are wrong in suggesting that a lodestar cross-check requires close examination of billing records. *See* Goldberger, 209 F.3d at 50 ("[W]here used as a mere cross-check, the hours documented by counsel need not be exhaustively scrutinized…the reasonableness of the claimed lodestar can be tested by the court's familiarity with the case (as well as encouraged by the strictures of Rule 11"); Hale, 2018 WL 6606079, at *13 ("[I]t is well established that courts may rely on summaries and need not review actual billing records.").

[16] For example, there would be no economic incentive to bring a novel suit—no matter how societally beneficial—with a sub-10% chance of victory if a lodestar cross-check multiplier of 10 were impermissible. *See* Hale, 2018 WL 6606079, at *14 (reasoning that multiple should be inversely proportional to chances of prevailing when filing suit).

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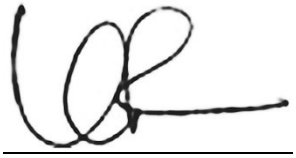

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