

EXHIBIT 9

K6BKDEUC

1 UNITED STATES DISTRICT COURT
2 SOUTHERN DISTRICT OF NEW YORK
-----x

3 NORBERT G. KAESS, et al,
4
5 Plaintiffs,

6 v. 09 CV 1714 (GHW) (RWL)
7 Telephone Conference

8 DEUTSCHE BANK AG, et al.,
9
10 Defendants.

-----x
11 New York, N.Y.
12 June 11, 2020
13 4:30 p.m.

14 Before:

15 HON. GREGORY H. WOODS,
16
17 District Judge

18 APPEARANCES

19 GLANCY PRONGAY & MURRAY LLP
20 Attorneys for Plaintiffs
21 BY: BRIAN P. MURRAY

22 -and-
23 ROBBINS GELLER RUDMAN & DOWD LLP
24 BY: THEODORE J. PINTAR
25 ERIC NIEHAUS
KEVIN LAVELLE

CAHILL GORDON & REINDEL LLP
Attorneys for Deutsche Bank Defendants
BY: DAVID JANUSZEWSKI
SAMUEL MANN

SKADDEN ARPS SLATE MEAGHER & FLOM LLP
Attorneys for Underwriter Defendants
BY: WILLIAM J. O'BRIEN
ANDREW BEATTY

K6BKDEUC

1 expended over 26,000 hours in total in this case, resulting in
2 a total lodestar of \$16,069,646. Niehaus fee declaration
3 paragraph 4, Exhibit A; Murphy fee declaration, Exhibit A.
4 Robbins Geller expended 17,356.85 hours with a lodestar of
5 \$12,021,477, Glancy Prongay & Murray LLP expended 8,097.8 hours
6 with a lodestar of \$3,639,826.50, the Frank Murray LLP expended
7 562.2 hours with a lodestar of \$355,902.50. Id. Plaintiffs'
8 counsel submitted declarations and time reports in support of
9 their motion for attorneys' fees. Id. Counsel submitted a
10 summary time records detailing the billable rate and hours
11 worked by each attorney and professional support staff in this
12 case. I find that these billable rates based on the
13 timekeeper's title, specific years of experience, and market
14 rates for similar professionals in their fields nationwide and
15 in New York, where Robbins Geller LLP is based, to be
16 reasonable in this context.

17 Based on plaintiffs' counsel's requested
18 fee - one-third of the settlement, or by the Court's
19 calculation, \$6,166,666.67 - the lodestar yields a negative
20 "cross-check" multiplier of about 0.38; therefore, the fee is
21 well below the typically awarded multipliers in this circuit.
22 "Courts regularly award lodestar multipliers from 2 to 6 times
23 lodestar in this circuit." *Fleisher v. Phoenix Life Insurance*
24 *Company*, 2015 WL 10847814, at *18 (S.D.N.Y. Sept. 9,
25 2020) (quotation omitted) (collecting cases). Thus, the lodestar