proposed lodestar and billable hour totals based on 96.5 hours [*78] from Mr. Yanchunis at $900 per hour and 32.7 hours from Ms. Ponder at $150 per hour, for a firm lodestar of $91,755. *See* ECF No. 96-9 Ex. 2.

As discussed, the Court may apply a multiplier to the lodestar "to account for the contingent nature or risk involved in a particular case and the quality of the attorney's work." *Rite Aid*, 396 F.3d at 306. The multiplier "need not fall within any pre-defined range, provided that the District Court's analysis justifies the award," *id.*, but courts "routinely find in complex class action cases that a lodestar multiplier between one and four is fair and reasonable." *Saini*, 2015 U.S. Dist. LEXIS 66242, 2015 WL 2448846, at *16 (approving multipliers of 1.09 and 1.13); *see also Boone v. City of Philadelphia*, 668 F. Supp. 2d 693, 714-15 (E.D. Pa. 2009) (approving multiplier of 2.3); *McCoy v. Health Net, Inc.*, 569 F. Supp. 2d 448, 479 (D.N.J. 2008) (approving multiplier of 2.3). Because Plaintiffs report a total of $133,358.30 in expenses, ECF No. 86 at 2, the portion of the total $2,320,000 award attributable to attorneys' fees alone is $2,186,641.70. The lodestar multiplier for Defendants' proposed mean rate fee, obtained by dividing $2,186,641.70 by $1,917,673.40, would be approximately 1.14. This multiplier falls well within the range approved by courts in this Circuit for complex, multi-state cases such as this one.

3. The percentage cross-check supports an award in [*79] the lodestar range

Having determined a range of attorneys' fees under a lodestar analysis, the Court now cross-checks this analysis using the percentage-of-recovery method. *See Ins. Brokerage*, 579 F.3d at 280; *Saini*, 2015 U.S. Dist. LEXIS 66242, 2015 WL 2448846, at *16 (performing percentage-of-recovery cross-check after adopting lodestar method to award attorneys' fees).

The Third Circuit has identified a non-exhaustive list of factors that a district court should consider in its percentage-of-recovery analysis:

> (1) the size of the fund created and the number of persons benefitted; (2) the presence or absence of substantial objections by members of the class to the settlement terms and/or fees requested by counsel; (3) the skill and efficiency of the attorneys involved; (4) the complexity and duration of the litigation; (5) the risk of nonpayment; (6) the amount of time devoted to the case by plaintiffs' counsel; and (7) the awards in similar cases.

Rite Aid, 396 F.3d at 301 (quoting *Gunter v. Ridgewood Energy Corp.*, 223 F.3d 190, 195 n.1 (3d Cir. 2000)). The Court need not apply the *Gunter* factors in a formulaic way and may afford some factors more weight than the others. *Id.* at 302.

The Court finds the *Gunter* factor to be especially relevant in this case. As discussed, the settlement agreement does not create a class fund of defined size, and the total benefit to N14 Class members [*80] will depend on the number and type of claims ultimately received and approved. Additionally, as discussed, the settlement agreement provides some Class Members with nonmonetary benefits, including a warranty extension on their Class Vehicles. At the July 14, 2016 fairness hearing, Class Counsel stated that it could not give a precise value of the settlement, and that even estimating an "approximate" value would be difficult. Counsel stated, however that a value of between $10 and $30 million would be a reasonable estimate. The Third Circuit has recognized that fee percentage-of-recovery fee awards commonly range from 19 percent to 45 percent of the settlement fund. *GM Truck Prods.*, 55 F.3d at 822. Using the rough $10-$30 million settlement

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