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10 **UNITED STATES DISTRICT COURT**
11 **DISTRICT OF NEVADA**

12 KATHLEEN JORDAN, *et al.*, individually
13 and on behalf of all others similarly
14 situated,

15 Plaintiffs,

16 v.

17 ABSOLUTE DENTAL GROUP, LLC, and
18 JUDGE CONSULTING, INC.,

19 Defendants.

Case No. 2:25-cv-00986-JAD-DJA

**PLAINTIFFS' MOTION FOR
ATTORNEYS' FEES, LITIGATION
EXPENSES, AND SERVICE AWARDS,
AND INCORPORATED MEMORANDUM
OF POINTS AND AUTHORITIES**

CLASS ACTION

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1 **I. INTRODUCTION**

2 Plaintiffs¹ submit the following Motion for Attorneys' Fees, Litigation Expenses, and
3 Service Awards and Incorporated Memorandum of Points and Authorities. Since the inception of
4 this case, Class Counsel and the Class Representatives have worked diligently to represent the
5 Settlement Class in this matter and obtain a favorable settlement on behalf of the Settlement Class.
6 As a result, Class Counsel and Class Representatives were able to obtain a non-reversionary
7 Settlement Fund of \$3,300,000.00 to resolve the Action as to Absolute Dental²—a tremendous
8 benefit to the Settlement Class. After payments for Administrative Expenses (including costs of
9 Notice), any court-approved Fee and Costs Award and Service Awards, and applicable taxes, the
10 Net Settlement Fund will be used to pay for Approved Claims for both Documented Loss Payments
11 up to \$5,000 per Class Member and *pro rata* Cash Fund Payments, and Class Members may elect
12 both benefits. In addition to the Settlement Fund, Class Representatives and Class Counsel achieved
13 meaningful remedial measures and data security commitments that ensure that Defendant's data
14 security infrastructure—which continues to hold Plaintiffs' and Settlement Class Members' Personal
15 Information—is as secure as possible. Defendant's cost of implementing (i.e., the value of) these
16 remedial measures is approximately \$1.26 million, and these measures will be maintained for a three-
17 year period under the Settlement. Defendant's Counsel has provided Class Counsel with a
18 confidential declaration describing the details of these measures.

19 Class Counsel fought hard to secure these Settlement Benefits in a timely fashion, all on a
20 contingency basis. Due to their honed skills, background in the field of data breach litigation, and
21 persistent efforts, Class Counsel obtained meaningful and timely relief in this case. The extended
22 negotiations were at arm's length, often tense, and the Parties reached a Settlement only after
23 experienced data privacy mediator Bennett G. Picker of Stradley Ronon LLP worked with the Parties
24

25 ¹ All capitalized terms shall have the same meaning as set forth in the Settlement Agreement (ECF
26 No. 77-2) ("SA"), unless otherwise noted or otherwise separately defined in this motion. *See* SA,
Section 1 (Definitions).

27 ² The Settlement does not purport to release claims against defendant Judge Consulting, Inc. The
28 Action and litigation with that defendant is ongoing.

1 through a full day mediation session and multiple weeks thereafter to round out the final details of
 2 the Settlement. Through the efforts of Class Counsel and their hard work securing an excellent result
 3 against a very well-respected national defense law firm with extensive expertise defending data breach
 4 class actions, the Settlement was reached consisting of a non-reversionary common fund of \$3,300,000
 5 and important remedial measures.

6 Consistent with the Settlement Agreement, Class Counsel requests a reasonable attorneys fee
 7 of one-third of the cash value of the Settlement in the amount of \$1,100,000—not including the highly
 8 valuable remedial measures—which is a fair multiplier of 1.9 to their collective lodestar to date. Class
 9 Counsel’s current lodestar does not include additional time that will be spent seeking final approval of
 10 the class settlement, or time working with the Settlement Administrator and Settlement Class Members
 11 through settlement administration issues over many months following the Final Approval Hearing,
 12 which will likely include more than 100 hours of additional attorney time. Class Counsel also seek
 13 reimbursement of their expenses in the amount of \$16,228.33, and the approval of a \$2,500 Service
 14 Award for each of the five Class Representatives (\$12,500 in total). For all the foregoing reasons and
 15 those that follow, the Court should grant this motion.

16 A proposed Final Approval Order relating to this motion will be submitted in connection with
 17 the forthcoming final approval motion.

18 **II. RELEVANT FACTUAL AND PROCEDURAL BACKGROUND**

19 The Court is aware of the facts and circumstances surrounding this litigation and the
 20 Settlement. For the purposes of brevity and efficiency, Plaintiffs incorporate by reference the
 21 Factual Background and Procedural Background outlined in Plaintiffs’ Memorandum of Law in
 22 Support of Plaintiffs’ Unopposed Motion for Preliminary Approval of Class Action Settlement.
 23 *See* ECF No. 77-1, at pp. 2:11-4:15.

24 **III. CLASS COUNSEL’S EFFORTS ON BEHALF OF PLAINTIFFS AND THE** 25 **CLASS**

26 As the Court is aware, on October 29, 2025, the Parties engaged in a remote, all-day
 27 mediation session with experienced data breach litigation mediator Bennett G. Picker. *See* Joint
 28 Counsel Declaration (“Counsel Decl.”), attached as **Exhibit 1**, ¶ 11 (Pg. 30). Prior to mediation,

1 the Parties exchanged informal discovery related to liability and damages, including, but not
2 limited to, details concerning the Data Incident, the number of individuals impacted by the Data
3 Incident, the categories of Personal Information involved, and information as to applicable
4 insurance. *Id.* ¶ 12. This information enabled the Parties to conduct informed and meaningful
5 negotiations to the end of amicably resolving this action. *Id.*

6 At mediation, the Parties were able to reach an agreement in principle to settle this matter
7 as to Absolute Dental only (and not as to defendant JCI, who did not participate in mediation) and
8 thereafter they were able to finalize all the terms of the Settlement Agreement and related
9 documents. *Id.* ¶ 14. The proposed Settlement does not impact the ongoing litigation between
10 Plaintiffs and JCI, or seek to release any of Plaintiffs' claims against JCI. *Id.*

11 Class Counsel undertook this large class action on a contingency basis litigating a very
12 complex case against experienced counsel. *Id.* ¶ 8. Class Counsel used their experience and skills
13 to obtain a meaningful and timely class-wide resolution for the Class Members. Prior to reaching
14 the Settlement, Class Counsel: (a) investigated the Data Incident; (b) interviewed witnesses and
15 Class Members; (c) prepared informal discovery requests and negotiated discovery with Absolute
16 Dental's Counsel; (d) worked with the Plaintiffs, other Plaintiffs' Counsel, and Class Members to
17 determine relevant damages arising from the Data Incident; (g) analyzed Defendant's statutory,
18 regulatory, ethical and common-law duties to securely maintain Class Members' Personal
19 Information; (h) researched Defendant's defenses and affirmative defenses, including Defendant's
20 potential success for future motions (e.g., a motion to dismiss, opposition to class certification,
21 motion for summary judgment); and (i) engaged in tedious arm's-length negotiations. *Id.* ¶ 9.

22 Upon conducting a thorough investigation of the claims in this case, Class Counsel filed
23 numerous cases in Nevada state and federal court. After organizing litigation efforts amongst
24 Plaintiffs' counsel and dismissing the state court actions, Plaintiffs filed the First Amended
25 Complaint (ECF No. 9) in this Action. On September 19, 2025, the Court appointed Interim Co-
26 Lead Class Counsel pursuant to Fed. R. Civ. P. 23(g). ECF No. 49. Thereafter, Plaintiffs filed the
27 Second Amended Complaint (ECF No. 48), adding JCI as an additional named defendant. On
28 November 10, 2025, Plaintiffs filed the TAC. ECF No. 61.

1 After filing the initial complaints, Class Counsel continued investigating (and continues to
2 investigate) the claims in the Action, vetting potential lead plaintiffs, and conducting meaningful
3 discussions with Absolute Dental’s Counsel. Counsel Decl. ¶ 10. Due to Class Counsel’s efforts and
4 vigilance, Plaintiffs obtained significant informal discovery early in this case. *Id.* Class Counsel
5 continued to prosecute this case, incurring substantial time and expenses, before and after the Parties
6 agreed to mediation. *Id.* To adequately prepare for mediation and zealously advocate for Plaintiffs
7 and the Class Members, Class Counsel spent weeks researching the factual and legal issues in this
8 case and preparing a lengthy and informative mediation statement to educate the mediator. *Id.* ¶ 12.

9 This Action has been hard-fought from inception (both as against Absolute Dental prior to
10 the Settlement and as it continues as against JCI), and the extensive efforts of Plaintiffs and Class
11 Counsel are reflected in the resolution achieved. Class Counsel will continue to spend a large
12 amount of time and resources through final Settlement approval ensuring that Class Members
13 receive Notice of the Settlement, including answering questions from the Settlement Administrator
14 and Class Members, and assisting Class Members with navigating the Settlement Website and
15 completing the Claims Form.

16 **IV. SETTLEMENT CLASS MEMBERS WILL BE SIGNIFICANTLY**
17 **COMPENSATED THROUGH A STREAMLINED CLAIMS PROCESS**

18 The proposed Settlement secures significant cash Settlement Payments from the Settlement
19 Fund and meaningful injunctive relief to better protect the Personal Information that remains in
20 Defendant’s possession. Class Members can elect a Documented Loss Payment up to \$5,000 (to
21 be supported by Reasonable Documentation) and a *pro rata* Cash Fund Payment. SA ¶ 3.4. Based
22 on the claims rate to date, each Class Member who elects the *pro rata* Cash Fund Payment is
23 estimated to receive approximately \$90.³ Counsel Decl. ¶ 21.

24 The Settlement provides cash Settlement Payments to Class Members who complete a
25 simple, straightforward claims process. Critically, Class Members are not required to identify any
26

27 ³ This is merely an estimate based on claims received to date. The actual amount of the *pro rata*
28 Cash Fund Payment will be determined once all claims have been processed. Counsel Decl. ¶ 21.

1 specific harm they may have suffered due to the Data Incident or provide any supporting
2 documentation to qualify for the *pro rata* Cash Fund Payment. For the Cash Fund Payment, the
3 fact that a Class Member’s Personal Information was potentially impacted in the Data Incident is
4 sufficient. To receive a Documented Loss Payment, Class Members need only prove that their
5 losses were related to the Data Incident.

6 In addition to the foregoing monetary Settlement Benefits, Defendant also has agreed to
7 make changes and enhancements to its data and information security posture, which are designed
8 to strengthen its data and information security. SA ¶¶ 2.1-2.2. The costs to implement enhanced
9 data security practices will be paid by Defendant separate from and in addition to the Settlement
10 Fund. *Id.* The Settlement is designed to exhaust the entirety of the \$3.3 million Settlement Fund,
11 and no portion of it will ever revert to Absolute Dental (or its insurers). *Id.* at ¶ 3.9.

12 As relevant to the instant motion, the Settlement Agreement provides that Class Counsel
13 may file a motion seeking up to one-third of the Settlement Fund in attorneys’ fees. *Id.* ¶ 9.1. Class
14 Counsel may also seek Court approval to recover, separately, their reasonably incurred litigation
15 expenses and costs. *Id.* The Settlement Agreement further provides that Class Counsel may move
16 for Court approval of \$2,500 in Service Awards to each of the five Class Representatives. *Id.* ¶
17 8.1. There is no “clear sailing” clause in the Settlement Agreement; while Defendant agrees that
18 the Settlement Administrator will pay any fees or expenses ultimately awarded by the Court from
19 the Settlement Fund (*id.* ¶ 9.1), Defendant “reserves the right to oppose or challenge Plaintiffs’
20 request for Class Counsel’s Fee and Costs Award, and . . . Service Awards” (*id.* ¶ 9.3).

21 **V. APPLICABLE LEGAL STANDARDS**

22 It is well established that “a litigant or a lawyer who recovers a common fund for the benefit
23 of persons other than himself or his client is entitled to a reasonable attorney’s fee from the fund
24 as a whole.” *Boeing Co. v. Van Gemert*, 444 U.S. 472, 478 (1980). “Under Ninth Circuit law, the
25 district court has discretion in common fund cases to choose either the percentage-of-the-fund or
26 the lodestar method.” *Vizcaino v. Microsoft Corp.*, 290 F.3d 1043, 1047 (9th Cir. 2002); *In re*
27 *Bluetooth Headset Prods. Liab. Litig.*, 654 F.3d 935, 942 (9th Cir. 2011) (same), *distinguished on*
28 *other grounds by Campbell v. Facebook, Inc.*, 951 F.3d 1106 (9th Cir. 2020). “[T]he choice

1 between lodestar and percentage calculation depends on the circumstances, but . . . either method
2 may . . . have its place in determining what would be reasonable compensation for creating a
3 common fund.” *Six (6) Mexican Workers v. Ariz. Citrus Growers*, 904 F.2d 1301, 1311 (9th Cir.
4 1990). The Ninth Circuit also “encourage[s] courts to guard against an unreasonable result by
5 cross-checking their calculations against a second method.” *In re Bluetooth*, 654 F.3d at 944.

6 Where the percentage-of-recovery method is employed, it is well established that one-third
7 of the common fund is the standard award of attorneys’ fees for data breach cases. *See, e.g.*,
8 *Marshall v. Northrop Grumman Corp.*, No. 16-CV-6794 AB (JCX), 2020 WL 5668935, at *8
9 (C.D. Cal. Sept. 18, 2020) (“An attorney fee of one third of the settlement fund is routinely found
10 to be reasonable in class actions.”); *Barbosa v. Cargill Meat Sols. Corp.*, 297 F.R.D. 431, 450
11 (E.D. Cal. 2013) (collecting cases awarding 33% of the common fund); *Multi-Ethnic Immigrant*
12 *Workers Org. Network v. City of Los Angeles*, No. CV 07-3072 AHM (FMMx) 2009 WL 9100391,
13 at *4 (C.D. Cal. June 24, 2009) (reviewing empirical research and stating: “[n]ationally, the
14 average percentage of the fund award in class actions is approximately one-third.”).

15 Under the lodestar method, a “lodestar figure is calculated by multiplying the number of
16 hours the prevailing party reasonably expended on the litigation (as supported by adequate
17 documentation) by a reasonable hourly rate for the region and for the experience of the lawyer.”
18 *In re Bluetooth*, 654 F.3d at 941. The Court may adjust this lodestar figure “upward or downward
19 by an appropriate positive or negative multiplier reflecting a host of ‘reasonableness’ factors.” *Id.*
20 at 941–42.

21 The percentage of the fund award must be supported “by findings that take into account all
22 of the circumstances of the case.” *Vizcaino*, 290 F.3d at 1048. The Ninth Circuit has identified five
23 factors that may inform this inquiry: (1) the results achieved; (2) the risk of the litigation; (3) the
24 skill required and the quality of the work; (4) the contingent nature of the fee and the financial
25 burden carried by the plaintiffs; and (5) awards made in similar cases. *Id.* at 1048–50. In data
26 breach cases,

1 **VI. THE REQUESTED ATTORNEYS' FEE IS REASONABLE**

2 On March 6, 2026, the Court granted preliminary Settlement approval (ECF No. 92)⁴ and
 3 authorized dissemination of Notice, which informed Class Members that Class Counsel would
 4 seek attorneys' fees of up to one-third of the cash portion of the Settlement (or \$1.1 million),
 5 reimbursement of litigation expenses and costs incurred in prosecuting this Action, and Service
 6 Awards not to exceed \$2,500 for each of the five Class Representatives (\$12,500.00 in total).
 7 Although the Objection Deadline has not passed and Plaintiffs will respond to any objections to
 8 the Settlement or the fee request in the forthcoming motion for final approval, thus far, in contrast
 9 to the 10,494 claims received as of May 22, 2026, no objections to the Settlement, requested fees
 10 and expenses, and requested Service Awards have been filed. Plaintiffs respectfully ask the Court
 11 to exercise its discretion to award the full amounts requested here.

12 **A. The Requested Fee is Reasonable Under the Percentage-of-Recovery**
 13 **Method**

14 The Supreme Court has long held that, in common fund cases class counsel is entitled to a
 15 reasonable fee based “on a percentage of the fund bestowed on the class.” *Blum v. Stenson*, 465
 16 U.S. 886, 900 n.16 (1984). Consistent with this long-standing rule, the Ninth Circuit has
 17 consistently approved awards of attorneys' fees using the percentage-of-recovery method. *See*,
 18 *e.g.*, *Vizcaino*, 290 F.3d at 1047–48. In recent years, this method has become the preferred one. *In*
 19 *re Omnivision Techs., Inc.*, 559 F. Supp. 2d 1036, 1046 (N.D. Cal. 2008) (recognizing the “use of
 20 the percentage method in common fund cases appears to be [the] dominant” method for
 21 determining attorneys' fees); American Law Institute, *Principles of the Law of Aggregate*
 22 *Litigation* §3.13(b) (2010) (“[A] percentage-of-the-fund approach should be the method utilized
 23 in most common-fund cases.”).

24 The percentage-of-the-fund approach offers several advantages which militate in favor of
 25 its use as the principal method for determining the reasonableness of Class Counsel's fee request.

26
 27 _____
 28 ⁴ The Court subsequently entered an Amended Preliminary Approval Order on March 10, 2026.
 ECF No. 93.

1 First, it reduces the burden on this Court to undertake the painstaking process of applying the
2 lodestar method. *See, e.g., Hefler v. Wells Fargo & Co.*, 16-cv-05479-JST, 2018 WL 6619983, at
3 *12 (N.D. Cal. Dec. 18, 2018) (reasoning that courts may “award attorneys a percentage of the
4 common fund in lieu of the often more time-consuming task of calculating the lodestar”)
5 *distinguished on other grounds by Tekion Corp. v. Brinkley*, No. 3:24-cv-08827-AMO (KAW),
6 2025 WL 3254936 (N.D. Cal. Sept. 25, 2025); *In re Bluetooth*, 654 F.3d at 942. Moreover, other
7 data breach settlements have found the lodestar method to be less suitable for these types of
8 complex cases. *In re Anthem, Inc. Data Breach Litig.*, No. 15-MD-02617-LHK, 2018 WL
9 3960068, at *5 (N.D. Cal. Aug. 17, 2018) (“[T]he combination of novel legal issues and technical
10 subject matter present in the instant [data breach] case counsels against the lodestar method
11 because there is no set baseline against which to compare whether hours were reasonably
12 expended.”). The percentage approach also offers the significant benefit of aligning the interests
13 of class counsel with the class they represent. *Cf. Kirchoff v. Flynn*, 786 F.2d 320, 325-26 (7th Cir.
14 1986) (a contingency fee “automatically aligns interests of lawyer and client, rewards exceptional
15 success, and penalizes failure”). The percentage method also mimics the private marketplace
16 where contingent fee plaintiffs’ attorneys are customarily compensated 33% to 40%.

17 To apply the percentage method, the Court selects a reasonable percentage considering all
18 the circumstances of the case, multiplies the gross settlement amount by that percentage, and
19 awards class counsel the resulting amount. Based on empirical research, most fee awards range
20 between 25.00% and 35.00%. Brian Fitzpatrick, *An Empirical Study of Class Action Settlements*
21 *and Their Fee Awards*, 7 J. EMPIRICAL L. STUD. 811, 833, 838 (2010). Indeed, courts in this Circuit
22 have noted that “[c]ases of under \$10 Million will often result in fees above 25%.” *Craft v. Cnty.*
23 *Of San Bernardino*, 624 F. Supp. 2d 1113, 1127 (C.D. Cal. 2008), *distinguished on other grounds*
24 *by Kang v. Wells Fargo Bank, N.A.*, No. 17-CV-06220-BLF, 2021 WL 5826230 (N.D. Cal. Dec.
25 8, 2021); *see also Van Kraken v. Atl. Richfield Co.*, 901 F. Supp. 294, 297–98 (N.D. Cal. 1995)
26 (noting awards of “30-50 percent of the fund” where the funds were “less than \$10 million”).

27 Here, as explained below, the requested fee is fair and reasonable under all circumstances
28 of this case. The requested fee is one-third of the cash portion of (only) the Settlement Fund. No

1 fee is being sought for the additional remedial benefits provided under the Settlement. This amount
 2 is fair and reasonable based on significant monetary relief obtained on behalf of the Class, the
 3 meaningful injunctive relief, and the circumstances of this Action.

4 **B. The Requested Fee is Typical of Data Breach Class Action Cases**

5 As Judge Fallon explained in the *Vioxx* case:

6 Consumer class actions . . . have value to society more broadly, both as
 7 deterrents to unlawful behavior—particularly when the individual injuries
 8 are too small to justify the time and expense of litigation—and as private
 9 law enforcement regimes that free public sector resources. If we are to
 10 encourage these positive societal effects, class counsel must be adequately
 compensated – even when significant compensation to class members is out
 of reach (such as when contact information is unavailable, or when
 individual claims are very small).

11 *In re Vioxx Prods. Liab. Litig.*, MDL No. 1657, 2018 WL 4613941, at *8 (E.D. La. Sept. 26, 2018)
 12 (quoting *Gascho v. Glob. Fitness Holdings, LLC*, 822 F.3d 269, 286 (6th Cir. 2016)).

13 Here, Class Counsel worked hard and expeditiously to move this class action forward as
 14 against Absolute Dental and obtained a meaningful resolution for the Class Members in a very
 15 timely manner. Class Counsel aggressively prosecuted the Action and negotiated with a nationally
 16 renowned law firm and experienced counsel representing Absolute Dental who spared no expense
 17 or argument in defense of Plaintiffs’ allegations. Class Counsel’s efforts were clearly effective, as
 18 evidenced by Plaintiffs’ arrival at a bargaining position strong enough to negotiate a cash
 19 Settlement of \$3,300,000 plus remedial measures following many weeks of negotiations. For their
 20 efforts, Class Counsel should receive one-third of the monetary Settlement.

21 This requested amount does not account for the additional benefits that Class Counsel
 22 obtained on behalf of the Class in the form of substantial remedial measures.⁵ As a result of the
 23

24 ⁵ The Ninth Circuit has held that courts should “take into account the present nonmonetary
 25 benefit bestowed upon plaintiffs’ class” when evaluating the appropriateness of a fee award.
 26 *Loring v. City of Scottsdale*, 721 F.2d 274, 275 (9th Cir. 1983); *In re Anthem*, 2018 WL 3960068,
 27 at *8 (“[T]he Court elects to consider the value of this nonmonetary relief as a relevant
 28 circumstance in determining what percentage of the common fund class counsel should receive as
 attorneys’ fees”); *Smith v. Am. Greetings Corp.*, No. 14-cv-02577-JST, 2016 WL 362395, at *8-9
 (N.D. Cal. Jan. 29, 2016) (“In addition to compensating Plaintiffs . . . , class counsel’s efforts have
 remedied many of the corporate policies that led to this lawsuit. These benefits support an upward

1 Action, Defendant enhanced its data security infrastructure. *See* SA ¶¶ 2.1-2.2. These remedial
 2 measures will cost Defendant approximately \$1.26 million, and will benefit every Class Member,
 3 regardless of whether the Class Member submits a Claim under the Settlement. Notably, these
 4 injunctive relief measures also benefit non-Class Members whose Personal Information may, in
 5 the future, come into Defendant’s possession, so there is a public benefit of the relief obtained in
 6 this Settlement that extends beyond the Class. These measures will provide valuable enhancements
 7 to Defendant’s data security infrastructure on a go-forward basis.

8 Class Counsel’s request for attorneys’ fees does not factor in these substantial remedial
 9 measures (i.e., the cost of implementing them). Rather, Class Counsel seeks one-third of only the
 10 monetary Settlement Fund as compensation for their time, substantial efforts, and results rendered
 11 on behalf of the Class. This request is fair and reasonable considering (1) the exceptional results
 12 of this Settlement, (2) the risks associated with this case and complex issues of fact and law,
 13 (3) Class Counsel’s tenacious and skilled representation in the case, (4) the contingency nature of
 14 the case, (5) other similar awards in data breach cases, and (6) that there are no objections to date
 15 to the request.

16 **1. Class Counsel Achieved an Exceptional Result**

17 The results achieved by Class Counsel for the benefit of the Class are the single most
 18 important factor in evaluating the reasonableness of the attorney fee. *See, e.g., In re Bluetooth*, 654
 19 F.3d at 942; *Vizcaino*, 290 F.3d at 1048. This factor weighs heavily in favor of approving the full
 20 amount of the requested fee in this matter.

21 Here, the Settlement provides an excellent result for and is in the best interests of the
 22 Settlement Class. The Settlement provides for a \$3,300,000 cash non-reversionary Settlement
 23 Fund, from which Class Members who submit a valid and timely Claim Form can receive a
 24 Documented Loss Payment of up to \$5,000 per Claimant (with Reasonable Documentation) and/or

25
 26
 27 departure from the Ninth Circuit’s 25% standard.”); *Wren v. RGIS Inventory Specialists*, No. C-
 28 06-05778 JSC, 2011 WL 1230826, at *29 (N.D. Cal. Apr. 1, 2011) (approving settlement with an
 average award to class members of \$207.69 and 42% of the settlement amount as attorneys’ fees
 because, in part, “the results achieved . . . include both monetary and injunctive relief”).

1 a *pro rata* Cash Fund Payment. It also provides robust forward-looking and highly valuable
2 remedial measures. When evaluating this Settlement on a per capita basis, it is comparable to and
3 exceeds many similar data breach settlements of comparable size.⁶ *See, e.g., In re Anthem, Inc.*
4 *Data Breach Litig.*, 327 F.R.D. 299, 318 (N.D. Cal. 2018) (describing settlement value of \$0.68
5 per class member as “meaningful consideration” in a data breach case); *In re The Home Depot,*
6 *Inc., Customer Data Sec. Breach Litig.*, No. 14-md-02583-TWT, 2016 WL 6902351, at *5 (N.D.
7 Ga. Aug. 23, 2016) (finding an estimated settlement value of \$0.52 per class member fair and
8 reasonable given the substantial risks of data breach litigation); *In re Target Corp. Customer Data*
9 *Sec. Breach Litig.*, MDL No. 14-2522 (PAM), 2017 WL 2178306, at *2 (D. Minn. May 17, 2017)
10 (noting that an estimated settlement value of approximately \$0.21 per class member was fair and
11 reasonable); *Barletti v. Connexin Software, Inc.*, No. 2:22-CV-04676-JDW, 2024 WL 3564556, at
12 *1 (E.D. Pa. July 24, 2024) (approving settlement that included a \$4 million fund for a breach
13 affecting approximately 3 million individuals, or \$1.33 per capita).

14 Class Counsel also have secured extremely valuable injunctive relief that requires
15 Defendant to enact significant changes to its business practices designed to enhance Defendant’s
16 data security infrastructure. Defendant confirmed that this injunctive relief will cost approximately
17 \$1.26 million to implement and maintain (Counsel Decl. ¶ 15)—which it will do so for a period of
18 three years—and it provides substantial benefits to the Settlement Class by securing Class
19 Members’ (and non-Class Members’ who may, in the future, become customers of Defendant)
20 Personal Information against future unauthorized access and exfiltration attempts.

21 The result achieved is highly favorable, both substantively and procedurally, especially
22 considering the time value of money. The Settlement provides immediate benefits to the
23 Settlement Class without further delay, additional fees and expenses, the uncertainty of ongoing
24 litigation in this Court, and the lengthy appeals that would inevitably follow a trial verdict. The

25
26 ⁶ This number is calculated by taking the Settlement Fund (\$3,300,000) and dividing it by the size
27 of the deduplicated Settlement Class size (1,214,586 people), which is approximately \$2.72. This
28 number is not equivalent to the amount each individual may receive under the Settlement. Rather,
it is intended to help the Court evaluate the size of the fund in comparison to the Class size.

1 fact that Class Counsel achieved such a favorable result through the compromise of contested
2 claims against formidable adversaries weighs strongly in favor of an award of the full amount of
3 attorneys' fees requested.

4 **2. The Litigation Is Risky and Presented Complex Issues of Law**
5 **and Fact**

6 Courts also consider the risk and complexity of the issues of law and fact as a relevant
7 factor in evaluating the reasonableness of fee requests. *In re Portfolio Recovery Assocs. Tel.*
8 *Consumer Prot. Act Litig.*, No. 11md02295-JAH, 2017 WL 10777695, at *1 (S.D. Cal. Jan. 25,
9 2017) (citing *Vizcaino*, 290 F.3d at 1048 (“[r]isk is a relevant circumstance” for an award of fees)).
10 The “prosecution and management of a complex national class action requires unique legal skills
11 and abilities” that are to be considered when determining a reasonable fee. *In re Omnivision Techs.,*
12 *Inc.*, 559 F. Supp. 2d at 1047 (citation omitted). The Ninth Circuit has made clear that the particular
13 circumstances of a case relating to this factor justify an upward departure from the 25% benchmark
14 rate. *See Hanlon v. Chrysler Corp.*, 150 F.3d 1011, 1029 (9th Cir. 1998) (the “complexity and
15 novelty of the issues” may justify upward departure); *In re Pac. Enters. Sec. Litig.*, 47 F.3d 373,
16 379 (9th Cir. 1995) (affirming award of 33% based on “complexity of the issues and the risks”).

17 This case presented and continues to present difficult challenges that required exceptional
18 lawyering. In general, data breach class actions are relatively uncharted territory, and no data
19 breach case has gone to trial. Data breach cases are especially risky, expensive, and complex because
20 data breach law is constantly evolving and there are numerous hurdles that Plaintiffs must overcome
21 before getting to trial, including class certification and summary judgment. Courts in the Ninth
22 Circuit routinely grant fee awards of one-third of the common fund in data breach actions. *See, e.g.,*
23 *Thomas & Thomas Rodmakers, Inc. v. Newport Adhesives & Composites, Inc.*, No. CV-99-07796-
24 FMC(RNBx) (C.D. Cal. Oct. 17, 2005) (slip op) (fee award equal to 33% of recovery); *In re*
25 *Lifescan, Inc. Consumer Litig.*, No. C-98-20321-JF (N.D. Cal. Mar. 18, 2002) (slip op) (fee award
26 of 33%); *In re Kannact, Inc. Data Security Incident*, No. 6:23-cv-1132-AA, ECF No. 43 (D. Or. Jan.
27 22, 2025) (granting fees at 1/3 of the settlement fund); *In re Fortive Data Sec. Litig.*, No. 2:24-cv-
28 01668, 2026 WL 178738, at *3 (W.D. Wash. Jan. 22, 2026) (deviating from the benchmark and

1 awarding one-third in fees because of the novelty, complexity, and skill required in data breach
2 class actions); *Barbosa*, 297 F.R.D. 431 (holding that an award of attorneys' fees of 33 percent of
3 settlement was appropriate); *Millan v. Cascade Water Servs.*, No. 12-cv-01821, 2016 WL 3077710,
4 at *11 (E.D. Cal. May 31, 2016) (awarding 33% in fees), *distinguished on other grounds by Ferreri*
5 *v. Bask Tech., Inc.*, No. 15-CV-1899-CAB-MDD, 2016 WL 6833927 (S.D. Cal. Nov. 21,
6 2016); *Boyd v. Bank of Am. Corp.*, No. SACV 13-0561-DOC, 2014 WL 6473804, at *9-12 (C.D.
7 Cal. Nov. 18, 2014) (awarding one-third in fees), *distinguished on other grounds by Cuellar v. First*
8 *Transit, Inc.*, No.20-cv-01075-JWH-JDE, 2024 WL 83231 (C.D. Cal. Jan. 8, 2024); *Moreyra v.*
9 *Fresenius Med. Care Holdings, Inc.*, No. SACV 10-517 JVS, 2013 WL 12248139, at *3-4 (C.D.
10 Cal. Aug. 7, 2013) (awarding one-third in fees).

11 Moreover, this Action involves novel issues which were investigated and vetted at length by
12 Class Counsel outside of the Court, and continue to be developed and refined through litigation in
13 Court as this Action proceeds against the remaining defendant. Counsel Decl. ¶ 23. Class Counsel
14 took this case, filed numerous cases and organized the litigation into this Action, spoke with
15 numerous Class Members and vetted many named plaintiffs, and engaged in meaningful and
16 efficient discovery of the issues in this case, despite the significant risks associated with data
17 breach litigation. Although Plaintiffs and Class Counsel believe their claims could have ultimately
18 prevailed on the merits, they are also cognizant of the time and expense that would have been
19 required to prosecute this action through summary judgment, trial, and any subsequent appeals, as
20 well as the difficulties and delays inherent to the litigation and claims processes. *Id.* ¶¶ 10, 24-25.

21 The Settlement result obtained by Class Counsel here was no *fait accompli*. This Action
22 raised complex issues of law and fact that required great skill to maneuver, including novel issues
23 yet to be fully litigated. Absolute's Counsel stood ready to pursue numerous avenues of legal and
24 factual attacks against the named Plaintiffs and the claims, including an eventual motion to
25 dismiss, an opposition to any future motion for class certification, and a motion for summary
26 judgment. *Id.* ¶ 25.

27 Among other risks, Class Counsel faced the possibility that Plaintiffs' future motion for
28 class certification could have been denied, or reversed on appeal, leaving Plaintiffs with a narrowed

1 class or no class at all—a result which would have deprived the Class of any recovery whatsoever
2 or, at best, significantly reduced the value of any subsequent settlement.

3 Class Counsel is also cognizant that bringing any case to trial involves inherent risks,
4 including the possibility that the jury fails to return a unanimous verdict in Plaintiffs' favor. *Id.* In
5 complex litigation, even a victory at trial does not spell ultimate success. Both trial and judicial
6 review are unpredictable and can erode a recovery or eliminate it altogether. *In re Warner*
7 *Comm'ns Sec. Litig.*, 618 F. Supp. 735, 747-48 (S.D.N.Y. 1985).

8 The outcome of this Action as against Absolute Dental was far from predestined. Plaintiffs
9 unquestionably faced an uncertain road with a possible motion to dismiss, difficult discovery
10 addressing attorney/client privilege, class certification, summary judgment, and any appeals. Class
11 Counsel worked diligently to achieve an excellent result in the face of substantial risks.
12 Accordingly, this factor also weighs in favor of awarding the requested fee.

13 **3. Class Counsel Were Tenacious and Skilled in Their** 14 **Representation of the Settlement Class**

15 The quality of the representation by Class Counsel is another important factor that supports
16 the reasonableness of the requested fee here. *In re Portfolio Recovery Assocs.*, 2017 WL 10777695,
17 at *1.

18 It is no surprise that this Settlement is so favorable to the Settlement Class. There is a
19 straight line from the quality of the representation by Class Counsel to the result achieved. As this
20 Court knows from prior experience with many of the attorneys comprising Class Counsel, Class
21 Counsel are very capable attorneys with many decades of experience. Class Counsel include
22 attorneys nationally recognized by the bench and bar for their extensive experience in class actions,
23 including data breach and privacy cases. Counsel Decl, Exs. A-E (Class Counsel firm resumes).

24 As detailed above, Class Counsel engaged in substantial research, investigations, plaintiff
25 vetting, informal discovery, out of court research and briefing, discussions, and negotiations
26 regarding the claims in this case. It was Class Counsel's tenacious and skilled representation of
27 Plaintiffs and the Settlement Class that enabled them to obtain such a favorable Settlement. After
28

1 working diligently to represent the Settlement Class and obtain relief, Class Counsel has continued
2 to serve the Class Members to finalize this Settlement.

3 Class Counsel worked with Defendant and the Settlement Administrator to negotiate and
4 finalize the Settlement and Notice Plan. Counsel Decl. ¶ 17. Class Counsel evaluated bids from
5 several nationally recognized class action settlement administrators and negotiated a favorable bid
6 with Epiq. *Id.* Class Counsel gathered information to ensure that the Notice Plan provided the best
7 notice available to the Class. *Id.* Throughout the process, Class Counsel worked together to finalize
8 the Settlement Agreement and Notice Plan to comply with all governing laws and to the benefit of
9 the Class.

10 To date, Class Counsel continues to serve the Class Members and protect the best interests
11 of the Class. Class Counsel continues to receive calls and emails from Class Members with
12 questions about the Settlement and requests to discuss the Settlement. *Id.* ¶ 22. Class Counsel
13 continues to work diligently to ensure that Class Members' questions and concerns are resolved to
14 the best of their ability and work with the Settlement Administrator to do so. *Id.*

15 The subject matter involved in litigating this case is highly technical, involving extensive
16 facts about Defendant's cybersecurity platform and practices, and requiring the consultation of
17 cybersecurity and damages experts. As detailed below, Class Counsel undertook immense efforts
18 in document review, discovery, drafting pleadings, discussions with Class Members, and
19 negotiations.

20 In the face of formidable opposition, the complexity and uniquely challenging nature of
21 this particular data breach class action, the responsibility and risk undertaken, and the difficulty in
22 proving liability and damages, Class Counsel were nonetheless able to develop a case that was
23 sufficiently strong to persuade Defendant to agree to a comprehensive settlement that provides for
24 significant monetary benefits *and* valuable injunctive relief. Accordingly, this factor weighs in
25 favor of awarding the requested fee.

1 **4. Class Counsel Has Represented the Settlement Class on a**
2 **Contingent Basis for Nearly a Year**

3 This Court has also recognized that contingent representation and the burden carried by
4 class counsel may warrant an upward adjustment to the benchmark percentage. *See In re Portfolio*
5 *Recovery Assocs.*, 2017 WL 10777695, at *1. As the Ninth Circuit has explained:

6 It is an established practice in the private legal market to reward attorneys
7 for taking the risk of non-payment by paying them a premium over their
8 normal hourly rates for winning contingency cases. Contingent fees that
9 may far exceed the market value of the services if rendered on a non-
10 contingent basis are accepted in the legal profession as a legitimate way of
assuring competent representation for plaintiffs who could not afford to pay
on an hourly basis regardless [of] whether they win or lose.

11 *In re Wash. Pub. Power Supply Sys. Sec. Litig.*, 19 F.3d 1291, 1299 (9th Cir. 1994) (internal
12 citation omitted); *see also In re Heritage Bond Litig.*, No. 02-ML-1475-DT(RCX), 2005 WL
13 1594389, at *14 (C.D. Cal. June 10, 2005) (“The risks assumed by Class Counsel, particularly the
14 risk of non-payment or reimbursement of expenses, is a factor in determining counsel’s proper fee
15 award.”). The risk of non-payment is even more pronounced in complex class actions, like this
16 one, as they are highly technical, expert-intensive, and protracted. Contingent counsel advance
17 their time, effort, and expenses to subsidize litigation that faces many substantive challenges.

18 For all these reasons, the risk of getting paid nothing or not recovering their expenses in a
19 case like this is real. There are many instances in which Class Counsel have expended many hours
20 and yet were paid nothing. Counsel Decl. ¶ 27. Even the most promising case can be eviscerated
21 by a sudden change in the law after years of litigation. *See, e.g., In re Alstom SA Sec. Litig.*, 741
22 F. Supp. 2d 469, 471-73 (S.D.N.Y. 2010) (after completing extensive discovery, 95% of plaintiffs’
23 damages were eliminated by the Supreme Court’s reversal of some 40 years of unbroken circuit
24 court precedents in *Morrison v. Nat’l Austl. Bank Ltd.*, 561 U.S. 247 (2010), *superseded on other*
25 *grounds by statute as stated in City of Highland Park, Michigan v. Env’t Prot. Agency*, 817 F.
26 App’x 42 (6th Cir. 2020)).

27 Because Class Counsel undertook their representation on a contingent fee basis and have
28 done so since June 2025—nearly a year and continuing—the only certainty was there would be no

1 fee without a successful result, and no successful result without many months or years of sustained
2 hard work and skillful effort. In the meantime, Class Counsel collectively advanced the costs and
3 expenses (\$16,228.33) and worked over 700 hours in this Action to date. *Id.* ¶ 29. “This type of
4 substantial outlay, when there is a risk that [no money] will be recovered, further supports the
5 award of the requested fees.” *In re Am. Apparel, Inc. S’holder Litig.*, No. CV 10-06352-MMM,
6 2014 WL 10212865, at *22 (C.D. Cal. July 28, 2014).

7 **5. The Requested Fee is in Line with Other Awards**

8 This Court has recognized that a requested fee may also be supported by awards in similar
9 cases. *In re Portfolio Recovery Assocs.*, 2017 WL 10777695, at *1. This factor considers the
10 percentages awarded in other class actions and contingency-fee agreements in individual cases. *See*
11 *Vizcaino*, 290 F.3d at 1049–50.

12 As to the former, empirical research shows that the majority of fee awards in common fund
13 settlements range from between 25% and 35%. *See* Fitzpatrick, 7 J. Empirical L. Stud. At 833,
14 838, *supra*. Ninth Circuit courts have departed from the benchmark and awarded fees over 30% in
15 class actions. *See, e.g., Siracusano v. Matrixx Initiatives, Inc.*, No. CV-04-0886-PHX-NVW (D.
16 Ariz. Nov. 13, 2012) (slip op) (fee award of 30%); *Thomas & Thomas Rodmakers, Inc. v. Newport*
17 *Adhesives & Composites, Inc.*, No. CV-99-07796-FMC(RNBx) (C.D. Cal. Oct. 17, 2005) (slip op)
18 (fee award equal to 33% of recovery); *In re Lifescan, Inc. Consumer Litig.*, No. C-98-20321-JF
19 (N.D. Cal. Mar. 18, 2002) (slip op) (fee award of 33%); *In re Kannact, Inc. Data Security Incident*,
20 No. 6:23-cv-1132-AA, ECF No. 43 (D. Or. Jan. 22, 2025) (granting fees at 1/3 of the settlement
21 fund); *Owens et al. v. MGM Resorts International*, No. 2:23-cv-01480-GMN, ECF No. 98; 2025
22 WL 4067198 (D. Nev. June 18, 2025) (awarding 30% of a \$45 million settlement equaling
23 \$13,500,000.00 for attorney’s fees and \$801,631.96 for costs).

24 As to the latter category of analogous fee awards, the requested fee is at the low end of the
25 prevailing percentage for standard contingency-fee agreements in individual cases. *See Vizcaino*,
26 290 F.3d at 1049. Surveys have estimated that contingency-fee percentages in individual litigation
27 start at 33% and go up to 40%. *See, e.g., Lester Brickman, ABA Regulation of Contingency Fees:*
28

1 *Money Talks, Ethics Walks*, 65 Fordham L. Rev. 247, 248 (1996) (“standard contingency fees” are
2 “usually thirty-three percent to forty percent of gross recoveries”).

3 Thus, the requested fee is supported by awards in similar cases and the private marketplace
4 for contingency fee work.

5 **6. No Settlement Class Member Has Objected to the Fee to Date**

6 Finally, courts have considered the class’s reaction in awarding fees. *See, e.g., In re*
7 *Heritage Bond*, 2005 WL 1594389, at *15 (“The presence or absence of objections . . . is also a
8 factor in determining the proper fee award.”); *In re Immune Response Sec. Litig.*, 497 F. Supp. 2d
9 1166, 1177 (S.D. Cal. 2007) (“[T]he lack of objection from any Class Member supports the
10 attorneys’ fees award.”). While some objections are to be expected in a class action of this size,
11 “the absence of a large number of objections to a proposed class action settlement raises a strong
12 presumption that the terms of a proposed class settlement action are favorable to the class
13 members.” *Nat’l Rural Telecomms. Coop. v. DIRECTV, Inc.*, 221 F.R.D. 523, 529 (C.D. Cal.
14 2004).

15 Here, while the objection deadline is June 9, 2026, to date not one Class Member has
16 objected to the fee request (or the Settlement). Counsel Decl. ¶ 20. This is not for lack of
17 information or interest in the Settlement: Class Members received Notice through the Court-
18 approved Notices that Class Counsel would seek these amounts in attorney fees, expenses, and
19 Service Awards, and were also informed about what they could do if they disagreed. *Id.* Instead of
20 objecting to these requests, thus far Class Members have demonstrated substantial approval of the
21 Settlement as evidenced by the 10,494 claims submitted as of May 22, 2026. *Id.* ¶¶ 19-20.
22 Accordingly, this factor also supports an award of the requested fee.

23 **C. A Lodestar Crosscheck Buttresses the Reasonableness of the** 24 **Requested Fee**

25 The Court is not obligated to perform a lodestar cross-check in evaluating the percentage
26 of the fund to be awarded. *In re Google Referrer Header Privacy Litig.*, 869 F.3d 737, 748 (9th
27 Cir. 2017) (district court did but was not required to do a lodestar cross-check) *vacated and*
28 *remanded sub nom., Frank v. Gaos*, 586 U.S. 485 (2019); *Yamada v. Nobel Biocare Holding AG*,

1 825 F.3d 536, 547 (9th Cir. 2016) (“a cross-check is entirely discretionary”); *Farrell v. Bank of*
 2 *Am. Corp.*, N.A., 827 F. App’x 628, 630 (9th Cir. 2020). Nevertheless, the reasonableness of the
 3 fee request is also supported by a lodestar crosscheck (or lodestar method, if the Court prefers).
 4 *See Vizcaino*, 290 F.3d at 1050 (“[T]he lodestar may provide a useful perspective on the
 5 reasonableness of a given percentage award”).

6 “A lodestar cross-check first computes the plaintiffs’ attorneys’ reasonable hourly rate for
 7 the litigation and multiplies that rate by the number of hours dedicated to the case. The cross-check
 8 then compares that figure with the attorneys’ fees award, typically resulting in a positive
 9 multiplier.” *In re Genworth Fin. Sec. Litig.*, 210 F. Supp. 3d 837, 845 (E.D. Va. 2016). When the
 10 lodestar is used as a cross-check, “the focus is not on the necessity and reasonableness of every
 11 hour of the lodestar, but on the broader question of whether the fee award appropriately reflects
 12 the degree of time and effort expended by the attorneys.” *In re Tyco Int’l, Ltd.*, 535 F. Supp. 2d
 13 249, 270 (D.N.H. 2007).⁷

14 Here, a lodestar cross-check demonstrates that the requested fee is reasonable. Class
 15 Counsel collectively have spent 725 hours to date prosecuting and resolving this Action as against
 16 Absolute Dental from its inception. Counsel Decl. ¶ 29. Based on Class Counsel’s standard rates,
 17 this amounts to a collective lodestar of \$574,769.74.⁸ *Id.* This does not include all the time that
 18 will be spent preparing for and attending the Final Approval Hearing, overseeing the claims review
 19 and distribution process, and assisting Class Members until every last check is cashed, which could
 20 be 100 hours or more. *Id.* ¶ 33.

21 **D. The Multiplier is Fair and Reasonable**

22 “The district court *must* apply a risk multiplier to the lodestar ‘when (1) attorneys take a case
 23 with the expectation they will receive a risk enhancement if they prevail, (2) their hourly rate does
 24

25 ⁷ *See also In re Apollo Grp. Inc. Sec. Litig.*, No. CV 04-2147-PHX-JAT, 2012 WL 1378677, at
 26 *7 n.2 (D. Ariz. Apr. 20, 2012) (“[A]n itemized statement of legal services is not necessary for an
 appropriate lodestar cross-check”).

27 ⁸ Class Counsel’s hourly rates are reasonable as they are in line with the hourly rates approved
 28 by Nevada and California federal courts in other class action settlements. Counsel Decl. ¶ 31
 (discussing cases approving Class Counsel rates).

1 not reflect that risk, and (3) there is evidence the case was risky.’ Failure to apply a risk multiplier in
2 cases that meet these criteria is an abuse of discretion.” *Stetson v. Grissom*, 821 F.3d 1157, 1166 (9th
3 Cir. 2016) (quoting *Stanger v. China Elec. Motor, Inc.*, 812 F.3d 734, 741 (9th Cir. 2016), and
4 *Fischel v. Equitable Life Assurance Soc’y*, 307 F.3d 997, 1008 (9th Cir. 2002)). As discussed above,
5 this case presents a significant risk of prosecution, and the complexity of this case required
6 experienced legal skills and high-quality work.

7 Class Counsel’s requested fee award in the amount of \$1,100,000 equates to a fair
8 multiplier of approximately 1.9 to Class Counsel’s actual lodestar of \$574,769.74, and that
9 multiplier will continue to decrease as Class Counsel continues to handle this matter beyond final
10 approval. The Ninth Circuit recognizes the appropriateness of an upward multiplier where, as here,
11 certain risk and reasonableness factors are present, such as the result achieved for the class, quality
12 of representation, and complexity of the issues. *Stetson*, 821 F.3d at 1166; *Kerr v. Screen Extras*
13 *Guild, Inc.*, 526 F.2d 67, 70 (9th Cir. 1975). Thus, courts routinely approve multipliers of up to 4,
14 and sometimes more. See, e.g., *In re Facebook Biometric Info. Priv. Litig.*, No. 21-15553, 2022
15 WL 822923, at *1-2 (9th Cir. Mar. 17, 2022) (affirming 4.71 multiplier in class action privacy
16 case); *Vizcaino*, 290 F.3d at 1051 (approving 3.65 multiplier and finding most multipliers range
17 from 1 to 4, citing cases with multipliers as high as 19.6); *Buccellato v. AT&T Operations, Inc.*,
18 No. C10-00463-LHK, 2011 WL 3348055, at *1-2 (N.D. Cal. June 30, 2011) (a “multiplier of 4.3
19 is reasonable”); *In re Volkswagen “Clean Diesel” Mktg., Sales Prac., & Prod. Liab. Litig.*, MDL
20 No. 2672 CRB (JSC), 2017 WL 1047834, at *5 (N.D. Cal. Mar. 17, 2017) (“Multipliers in the 3-4
21 range are common in lodestar awards for lengthy and complex class action litigation.”); *In re*
22 *Nasdaq Market-Makers Antitrust Litig.*, 187 F.R.D. 465, 489 (S.D.N.Y. 1998) (“In recent years
23 multipliers of between 3 and 4.5 have become common”) (citation omitted), *distinguished on other*
24 *grounds by In re Bristol-Myers Squibb Sec. Litig.*, 361 F. Supp. 2d 229 (S.D.N.Y. 2005); *Maley v.*
25 *Del Global Techs. Corp.*, 186 F. Supp. 2d 358, 371 (S.D.N.Y. 2002) (holding “modest” multiplier
26 of 4.65 “fair and reasonable”).

1 That the considerable risks here were undertaken by Class Counsel on an entirely contingent
 2 basis further justifies the requested multiplier. *Stetson*, 821 F.3d at 1166; *Vizcaino*, 290 F.3d at 1050.⁹
 3 “It is an established practice in the private legal market to reward attorneys for taking the risk of non-
 4 payment by paying them a premium over their normal hourly rates for winning contingency cases.”
 5 *In re Washington Pub. Power Supply Sys. Sec. Litig.*, 19 F.3d 1291, 1299 (9th Cir. 1994).

6
 7 **VII. THE REQUESTED LITIGATION EXPENSES ARE FAIR AND REASONABLE**

8 Class Counsel seeks reimbursement of \$16,228.33 in litigation expenses incurred in the
 9 prosecution of this litigation on behalf of the Class.

10 “Class counsel are entitled to reimbursement of reasonable out-of-pocket expenses.”
 11 *Wakefield v. Wells Fargo & Co.*, No. 3:13-cv-05053 LB, 2015 WL 3430240, at *6 (N.D. Cal. May
 12 28, 2015); *see also Acosta v. Frito-Lay, Inc.*, No. 15-cv-02128-JSC, 2018 WL 646691, at *11
 13 (N.D. Cal. Jan. 31, 2018) (“There is no doubt that an attorney who has created a common fund for
 14 the benefit of the class is entitled to reimbursement of reasonable litigation expenses from that
 15 fund.”); Fed. R. Civ. P. 23(h). This includes expenses that are reasonable, directly related to the
 16 litigation, and normally charged to a fee-paying client. *Willner v. Manpower Inc.*, No. 11-cv-
 17 02846-JST, 2015 WL 3863625, at *7 (N.D. Cal. June 22, 2015).

18 Here, Class Counsel seek reimbursement of a collective \$16,228.33 in reasonable and
 19 necessary litigation expenses and costs. Counsel Decl. ¶¶ 32, 34. These amounts were advanced
 20 by Class Counsel with no guarantee that they would be reimbursed. *Id.* ¶ 35. Accordingly, Class
 21 Counsel were motivated to, and did, take significant steps to minimize expenses wherever
 22 practicable without jeopardizing the vigorous prosecution of the case. *See, e.g., Beesley v. Int’l*
 23 *Paper Co.*, No. 3:06-cv-703-DRH-CJP, 2014 WL 375432, at *3 (S.D. Ill. Jan. 31, 2014) (“Class
 24

25 _____
 26 ⁹ Although the *Bluetooth* court suggested that “whether the fee was fixed or contingent” is “no
 27 longer [a] valid” factor, citing *Davis v. City and Cnty. of S.F.*, 976 F.2d 1536, 1546 (9th Cir.1992)
 28 *opinion vacated in part on denial of reh’g*, 984 F.2d 345 (9th Cir. 1993), *Vizcaino*, which post-
 dates *Davis*, suggests otherwise, and the *Bluetooth* court nonetheless considered “the risk of
 nonpayment” among the “‘reasonableness’ factors” courts should consider when awarding fees.
In re Bluetooth, 654 F.3d at 942.

1 Counsel had a strong incentive to keep expenses at a reasonable level due to the high risk of no
2 recovery when the fee is contingent.”).

3 Class Counsel’s expenses were necessarily incurred and are the types of expenses routinely
4 charged to clients. Counsel Decl. ¶ 35; see *Knight v. Red Door Salons, Inc.*, No. 08-01520 SC,
5 2009 WL 248367, at *7 (N.D. Cal. Feb. 2, 2009) (granting award because “[a]ttorneys routinely
6 bill clients for all of these expenses”). Thus, the Court should award the litigation expenses and
7 costs requested.

8 **VIII. THE SERVICE AWARDS ARE REASONABLE**

9 Finally, Class Counsel seek service awards of \$2,500.00 to each of the five Class
10 Representatives in recognition of their years of service and diligence in protecting the interests of
11 absent Class Members.

12 Courts routinely award service awards for the time and effort of class representatives.
13 *Staton v. Boeing Co.*, 327 F.3d 938, 977 (9th Cir. 2003) (named plaintiffs are eligible for
14 reasonable payments as part of a class action settlement). In evaluating the reasonableness of a
15 service award, the Court considers “the actions the plaintiff has taken to protect the interests of the
16 class, the degree to which the class has benefitted from those actions, . . . the amount of time and
17 effort the plaintiff expended in pursuing the litigation.” *Id.*; see also *In re NCAA Grant-in-Aid Cap
18 Antitrust Litig.*, No. 14-md-2541-CW, 2017 WL 6040065, at *11 (N.D. Cal. Dec. 6, 2017)
19 (awarding \$20,000 where, as here, “the class representatives spent a significant amount of time
20 assisting in the litigation of this case, in preparing for and having their depositions taken, in
21 searching for and producing documents . . . , and in conferring with counsel throughout the
22 litigation”), distinguished on other grounds by *Kang v. Wells Fargo Bank, N.A.* 17-cv-06220, 2021
23 WL 5826230 (N.D. Cal. Dec. 8, 2021).

24 Here, each Plaintiff endured nearly a year of litigation, individually contributing many
25 hours toward the success of the litigation, and will continue to do so as the Action proceeds against
26 JCI. Counsel Decl. ¶¶ 36-38. Each Plaintiff diligently monitored the progress of the litigation and
27 reviewed drafts of important pleadings. *Id.* Each Plaintiff stayed vigilant in ensuring that Class
28 Counsel stayed up to date on all claims and updated damages. *Id.* Plaintiffs also have been diligent

1 in participating in the discovery process. *Id.* Throughout the course of this litigation, Plaintiffs
2 made themselves available to respond to any task requested by Class Counsel or the Court and
3 ultimately authorized this Settlement on behalf of the Settlement Class. *Id.*

4 Without the Class Representatives’ time and effort, there would be no Settlement. Service
5 Awards are an important acknowledgement of Plaintiffs’ dedication and time, and they should be
6 approved consistent with other awards in the past. *See In re Mego Fin. Corp. Sec. Litig.*, 213 F.3d
7 454, 463 (9th Cir. 2000) (affirming service award of \$5,000.00); *In re Online DVD-Rental*
8 *Antitrust Litig.*, 779 F.3d 934, 947 (9th Cir. 2015) (finding \$5,000.00 service award reasonable);
9 *In re Anthem*, 2018 WL 3960068, at *31 (awarding \$5,000.00 to plaintiffs who responded to
10 discovery requests and were deposed); *Low v. Trump Univ., LLC*, 246 F. Supp. 3d 1295, 1314
11 (S.D. Cal. 2017), *aff’d*, 881 F.3d 1111 (9th Cir. 2018) (awarding service awards of \$15,000 to each
12 named plaintiff) *distinguished on other grounds by In re Volkswagen “Clean Diesel” Marketing,*
13 *Sales Practices, and Products Liability Litigation*, No. 22-16898, 2024 WL 1635593 (N.D. Cal.
14 Apr. 2, 2024).

15 Accordingly, the Court should award \$2,500.00 Service Awards to each Class
16 Representative.

17 **IX. CONCLUSION**

18 Class Counsel respectfully request that the Court award them attorneys’ fees in the amount
19 of \$1,100,000, and litigation expenses in the amount of \$16,228.33, to be paid from the Settlement
20 Fund. Class Counsel also request that Service Awards in the amount of \$2,500.00 be awarded to
21 each Class Representative.

22 Plaintiffs will submit a proposed Final Approval Order with the forthcoming motion for
23 final approval, and that order will address the requests herein and seek the Court’s approval of
24 these amounts.

25 DATED: May 26, 2026

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Additional Plaintiffs' Counsel

CERTIFICATE OF SERVICE

I hereby certify that on May 26, 2026, I electronically filed the foregoing document with the Clerk of the Court using the CM/ECF system, which will send notice of electronic filing to all counsel of record.

/s/ Andrew W. Ferich
Andrew W. Ferich

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