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Class Counsel

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES**

HEATHER HEATH, BRIAN HEINZ, ROBERT
RUMA, MATTHEW RUTLEDGE, and
ANDREA HANS, individually and on behalf of
all others similarly situated,

Plaintiffs,

vs.

KEENAN & ASSOCIATES, and DOES 1
through 20, inclusive,

Defendant.

Case No. 24STCV03018

*[Assigned for all purposes to Honorable Timothy
Patrick Dillon]*

**PLAINTIFFS' NOTICE OF MOTION AND
MOTION FOR AWARD OF SERVICE
PAYMENTS, ATTORNEYS' FEES, AND
REIMBURSEMENT OF EXPENSES;
MEMORANDUM OF POINTS &
AUTHORITIES IN SUPPORT**

*[Joint Declaration of Class Counsel, filed
concurrently herewith]*

Final Fairness Hearing

Date: November 14, 2025
Time: 10:00 A.M.
Dept. 15

Compl. Filed: February 2, 2024
Trial Date: None

1 **TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:**

2 **PLEASE TAKE NOTICE** that on November 14, 2025, at 10:00 A.M., or as soon as the matter
3 may be heard before the Honorable Timothy P. Dillon located in Department 15 at the Superior Court
4 for the County of Los Angeles, Spring Street Courthouse, 312 N. Spring Street, Los Angeles, California
5 90012, Plaintiffs will (and hereby do) move the Court to award (i) the five Class Representatives
6 Service Payments in the amount of \$2,000.00 each (totaling to \$10,000.00), and (ii) Class Counsel the
7 total amount of \$4,975,000.00 for attorneys' fees and reimbursement of expenses.

8 This Motion is based on this Notice of Motion and Motion, the accompanying Memorandum of
9 Points and Authorities, the Joint Declaration of Class Counsel, the Declarations of the Class
10 Representatives filed on December 26, 2024 (with Plaintiffs' Motion for Preliminary Approval), the
11 Amended Settlement Agreement of March 7, 2025, the complete file and record in this action, and any
12 such further briefing, additional documents or information, and oral argument as the Court may
13 consider in deciding this motion.

14
15 DATED: September 24, 2025

Respectfully submitted,

16
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28	<i>Hope Med. Enters., Inc. v. Fagron Compounding Serv. LLC</i> , (C.D. Cal. Mar. 14, 2022, No. 2:19-CV-07748-CAS (PLAx))	
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1 **MEMORANDUM OF POINTS AND AUTHORITIES**

2 **I. INTRODUCTION**

3 Through their zealous advocacy, Plaintiffs secured a \$14 million non-reversionary common
4 fund settlement that delivers meaningful payments to Class Members and safeguards them against
5 future harms arising out of the Data Security Incident that occurred at Keenan & Associates. (“Keenan”
6 or “Defendant”).¹ This is an outstanding result given the significant factual, merits, and class
7 certification hurdles Plaintiffs would have faced had the litigation continued, and considering the
8 efficiency with which the Settlement was reached. Plaintiffs respectfully request that the Court approve
9 (i) a total of \$10,000 in Service Payments (\$2,000 per Class Representative), and (ii) attorneys’ fees
10 and expense reimbursement of \$4,975,000 (\$4,913,796 for fees and \$61,204 in expense
11 reimbursement). Both awards will be paid from the Settlement Fund.

12 The attorneys’ fees and expense reimbursement request together equal 35% of the \$14 million
13 Settlement Fund, which is well within the range of common fund settlement fee awards in this Court.
14 The attorney fee and expense award request, however, is 10.7% of the Settlement’s total current value
15 of \$46,095,456 (which is the sum of (i) the \$14 million Settlement Fund, (ii) the \$29,595,456 current
16 value of the Credit Monitoring and Identity Theft Insurance (“CMIS”), and (iii) the \$2,500,000 value
17 of the Settlement’s Prospective Relief for one year).

18 The requested fees represent a 2.27 multiplier on Class Counsels’ collective lodestar of
19 \$2,166,656. This multiplier falls well within the range awarded by this and other California courts and
20 is warranted considering the significant risks of the case, the complexity of the issues presented, and
21 the excellent result achieved with this Settlement. Class Counsel will devote additional billable time
22 not accounted for in this motion as they work to secure final approval of the Settlement, litigate any
23 appeals, and assist Class Members through the claims process.

24 Finally, the requested Service Payments of \$2,000 each are warranted for the five Class
25 Representatives in recognition of their willingness to step forward, commitment throughout the
26

27 ¹ Capitalized terms have the same meaning as in the Amended Settlement Agreement dated March 7,
28 2025.

1 litigation, and significant contributions in achieving this successful resolution. For these reasons and
2 those below, Plaintiffs respectfully request that the Court should this motion.

3 **II. BACKGROUND**

4 **A. The Data Security Incident, Pre-filing Investigations, and the Litigation in** 5 **Federal and State Court**

6 Keenan is a Torrance, California-based insurance broker that provides coverage to millions of
7 employees, including benefit policies for 80% of California’s schools. In doing so, Keenan collects,
8 maintains, and stores personally identifiable information (“PII”) and protected health information
9 (“PHI”) of employees, including names, Social Security numbers, passport numbers, driver’s license
10 numbers, as well as PHI. (Concurrently filed, Joint Declaration of Class Counsel In Support Of Motion
11 for Award of Service Payments, Attorneys’ Fees, and Reimbursement of Expenses (“Joint Decl.”) ¶
12 17.)

13 Between August 21, 2023, and August 27, 2023, Keenan experienced a data security incident
14 that compromised the PII and PHI of approximately 1,780,595 persons, approximately 79% of whom
15 were California residents. (“Data Security Incident”). (*Id.* ¶¶ 15-16.) As a result, Plaintiffs, victims of
16 the Data Security Incident, filed their separate complaints against Keenan, generally alleging that
17 Keenan failed to adequately safeguard the sensitive information that was entrusted to it. (*Id.* ¶ 18.)

18 Before filing their separate detailed class action complaints, Class Counsel independently
19 investigated Keenan’s business practices, its relationships to Class Members, and the circumstances
20 surrounding the incident. (*Id.* ¶¶ 21-22.) This included public research, interviews with victims of the
21 data breach, analysis of state-mandated data breach notices, review of Keenan’s response, and retention
22 of a cybersecurity expert to search the dark web for related data. (*Id.* ¶¶ 22, 25.) Class Counsel also
23 closely monitored all developments concerning the incident. (*Id.* ¶ 26.) After filing, Class Counsel
24 continued investigating, including assessing whether additional entities might bear liability,
25 scrutinizing Keenan’s compliance with state notification requirements, and analyzing the adequacy of
26 Keenan’s remedial measures. (*Id.* ¶ 24.)

27 Following public notice of the breach, numerous related class actions were filed in this Court
28 and the USDC for the Central District of California. (*Id.* ¶ 18.) Keenan removed all state cases to federal

1 court in early March 2024, and Plaintiffs promptly moved to remand. (*See, e.g., Heath, et al. v. Keenan*
2 *& Assoc.*, No. 2:24-cv-01733-MCS-DTBx (C.D. Cal.), ECF 9, 18; Joint Decl. ¶ 19.)²

3 On May 29, 2024, this action was remanded back to this Court pursuant to the Parties'
4 stipulation. (*Id.* ¶ 19.) On September 25, 2024, Plaintiffs filed a Second Amended Complaint ("SAC")
5 on behalf of a Class comprised of all residents of the United States who were notified by Keenan that
6 their PII was or may have been affected in the Data Security Incident. (SAC ¶ 93; Joint Decl. ¶ 27.)

7 **B. Arm's Length Settlement Negotiations and Confirmatory Discovery**

8 After the filing of the lawsuits, the Parties engaged in meet and confer discussions and reached
9 agreement to participate in mediation. (*Id.* ¶ 32.) Prior to mediation, the Parties exchanged information
10 to prepare for and facilitate a productive mediation, and confidential mediation briefs stating their
11 position on the merits and settlement. (*Id.* ¶¶ 33-34.)

12 The mediation occurred on May 1, 2024, with Hon. Jay C. Gandhi (Ret.), an experienced class
13 action mediator. (*Id.* ¶ 35.)³ After a hard-fought negotiation, the Parties reached a settlement in principle
14 resolving all claims on a class-wide basis. (*Id.* ¶ 36.) Over the following months, the Parties negotiated
15 the extensive details of the Settlement. (*Id.* ¶ 37.) During this time, Plaintiffs' counsel solicited, and
16 compared bids from multiple third-party administrators, ultimately determining CPT's proposal to be
17 the most competitive, and negotiating an agreement with CPT. (*Id.* ¶ 38.)

18 Prior to finalizing the Settlement, Plaintiffs conducted detailed confirmatory discovery. (*Id.* ¶¶
19 41, 45-47.) Plaintiffs received and analyzed data and verified facts relating to the impact of the Data
20

21 ² After the parties reached a settlement in principle, all the federal actions against Keenan in the
22 California Central District were stayed pending final approval of this Settlement (*Rutledge*, 5:24-cv-
23 00263, ECF 53; *Heinz*, 2:24-cv-01735, ECF 19; *Barfield*, 5:24-cv-00320, ECF 21; *Sargent*, 8:24-cv-
24 00260, ECF 20; *Ruma*, 2:24-cv-01070, ECF 22; *Reyes*, 8:24-cv-00274, ECF 19; *Hans*, 2:24-cv-01737,
25 ECF 18; *Mahaffey*, 2:24-cv-01288, ECF 18; *Vanover*, 2:24-cv-0174, ECF 29; *Nell*, 2:24-cv-01409,
26 ECF 17; *Gaines*, 2:24-cv-01732, ECF 18; *Culberson*, 2:24-cv-01437, ECF 14; *Lopez*, 2:24-cv-01573,
ECF 15; *Combs*, 2:24-cv-01739, ECF 20; *Teague*, 2:24-cv-01609, ECF 17; *Thomas*, 2:24-cv-01620,
ECF 26; *Spina*, 2:24-cv-01699, ECF 19; *Joffre*, 2:24-cv-02853, ECF 14; *Ghyam*, 8:24-cv-00544, ECF
31). (Joint Decl. ¶ 19 n.4.)

27 ³ At the time of the mediation, Judge Gandhi was with JAMS but has since moved to Phillips ADR
28 Enterprises. (<https://phillipsadr.com/our-team/jay-c-gandhi>/<https://phillipsadr.com/our-team/jay-c-gandhi/> <last visited Sep. 24, 2024.>.)

1 Security Incident, including specific information concerning the timeline of the incident; the total
2 number of individuals who were potentially or actually impacted nationally and in California; the
3 categories of information potentially accessed by the breach; and communications with the threat actors
4 regarding a ransom demand and ransom payment. (*Id.*)

5 **C. Preliminary Approval of the Settlement**

6 On December 26, 2024, Plaintiffs filed their motion for preliminary settlement approval. (*Id.* ¶
7 48.) On January 28, 2025, after a hearing and in-court discussion with counsel, Judge Kenneth R.
8 Freeman issued a minute order that continued the preliminary approval hearing and directed the Parties
9 to address several items related to preliminary approval. (*Id.*)

10 On March 7, 2025, Plaintiffs filed supplemental briefing, and an Amended Settlement
11 Agreement, which addressed the issues raised by Judge Freeman. (*Id.*) Thereafter, the case was
12 reassigned to the Honorable Timothy P. Dillon. (*Id.* ¶ 48 n.5.) Following a hearing on July 1, 2025, the
13 Court preliminarily approved the amended Settlement and its exhibits and scheduled a Final Fairness
14 Hearing for November 14, 2025. (*Id.* ¶ 48.) Notice was disseminated to the class on August 1, 2025.⁴
15 (*Id.*)

16 **D. Summary of the Settlement**

17 Under the Settlement, Keenan will establish a \$14 million non-reversionary Settlement Fund
18 that will provide all Settlement Class Members who submit a claim with the following Settlement
19 Benefits:

20 *First*, the Settlement permits Settlement Class Members to submit a Claim Form seeking up to
21 \$10,000 per Claimant for documented, out-of-pocket losses more likely than not attributable to the Data
22 Security Incident incurred on or after August 21, 2023. (Amended Class Action Settlement Agreement
23 and Release (“SA”) § 4.2.2.)⁵

25 ⁴ Plaintiffs will provide a comprehensive report regarding the implementation of the Notice Plan and
26 its results in their forthcoming motion for final approval, which is due on October 24, 2025.

27 ⁵ The Amended Class Action Settlement Agreement and Release was filed on March 7, 2025, as
28 Exhibit 1 to Plaintiffs’ Renewed Motion for Preliminary Approval; for the Court’s convenience it is
attached to Class Counsels’ Joint Decl. as Exhibit 1. (Joint Decl. Ex. 1.)

1 *Second*, in lieu of seeking compensation for documented out-of-pocket losses, Settlement Class
2 Members may alternatively elect to receive a pro rata cash fund payment. (*Id.*, § 4.2.1.)

3 *Third*, in addition to electing one of the above Settlement Payments, all Settlement Class
4 Members may elect to receive three years of CMIS. The CMIS will include three-bureau credit
5 monitoring (providing notice of changes participant’s credit profile), fraud consultation, identity theft
6 restoration services, and up to \$1 million of identity theft insurance coverage. (*Id.* § 4.3.) A Class
7 Member who already maintains a similar service can elect to defer their enrollment in the CMIS for up
8 to a year at no charge. (*Id.*)

9 As of September 19, 2025, CPT reports that it has received 30,448 Claims for CMIS, valued at
10 \$27 a month for 36 months (or \$972 each). (Declaration of Robert Siciliano (“Siciliano Decl.”), ¶¶ 6-7
11 (filed December 26, 2024)). Thus, the value of the CMIS to the Class, at current claim numbers, is
12 \$29,595,456 (before excluding the cost of that benefit).

13 In addition to the monetary compensation, Keenan has improved its data security in response
14 to the Data Security Incident and this litigation and has implemented additional security changes to
15 prevent future cybersecurity instances. (SA § 4.1.) The value of this Prospective Relief is approximately
16 \$2,500,000 per year. (Joint Decl. ¶¶ 14 n.3, 41.)

17 **E. Dissemination of Notice and Settlement Administration**

18 Since the entry of the Preliminary Approval Order, Class Counsel worked alongside the
19 Settlement Administrator, CPT, to ensure that the dissemination of notice and administration of the
20 claims process is a success. (*Id.* ¶ 50.) The Settlement Administrator disseminated notice to Class
21 Members pursuant to the terms of the Settlement Agreement. (*Id.* ¶ 48.) Class Counsel supervised the
22 implementation of the Notice Plan, audited the Settlement Website to ensure its accuracy and
23 functionality, reviewed weekly reports from, and conferred with, CPT about the progress of the Notice
24 Plan and the claims process, and responded to inquiries from Class Members. (*Id.* ¶ 50.)

25 To date, Class Member reaction to the Settlement has been overwhelmingly positive. As of
26 September 19, 2025, CPT has received 49,590 claims and there are no opt outs or objections. (*Id.* ¶ 11.)
27 Class Members have until October 15, 2025, to request exclusion from or submit an objection to the
28 Settlement, and until October 30, 2024, to submit a Claim. (*Id.*)

1 **F. Class Counsels’ Future Efforts.**

2 Following the filing of this Motion, Class Counsel will continue to oversee the notice and claims
3 process, respond to Class Member inquiries, seek final approval of the Settlement, respond to any
4 criticism that may be filed with respect to the Settlement, and litigate any appeals (if any). (*Id.* ¶ 64.)
5 The lodestar presented to the Court in this Motion does not include this significant effort.

6 **G. Attorneys’ Fees, Expenses, and Service Payments.**

7 The Settlement provides that each Class Representative may seek an award of up to \$2,000 as
8 a service payment to be paid from the Settlement Fund. (SA § 10.1.) This maximum amount was
9 negotiated independently from the other terms of the Settlement, under the supervision of Judge
10 Gandhi. (*Id.* § 10.4.)

11 While the Settlement contemplates an award of attorneys’ fees and reimbursement of expenses,
12 there is no agreement between the Parties with respect to the amounts to be sought (i.e., there is no free
13 sailing clause). The Settlement only provides that any fees or expenses awarded by the Court will be
14 paid from the Settlement Fund. (*Id.* §§ 11.1, 11.5.) The Long Form Notice states that Class Counsel
15 will seek a total of \$4,975,000 for attorneys’ fees and expenses, in addition to the Service Payments.
16 (*Id.* at Exhibit E.)⁶

17 **H. Class Counsel Fee Sharing Agreement**

18 As previously disclosed in the Preliminary Approval Motion, Class Counsel have entered a fee
19 sharing agreement which stipulates that any fees awarded by the Court shall be split evenly among the
20 four Class Counsel law firms. (Joint Decl. ¶ 14 n.2.) Pursuant to Rule 1.5.1 of the California Rules of
21 Professional Conduct, all clients of the four firms (the proposed Class Representatives) provided their
22 written consent to the fee splitting agreement. (*Id.*) Class Counsel shall make such documentation
23 available to the Court upon request. (*Id.*)

24
25
26
27 _____
28 ⁶[https://www.keenanbreachsettlement.com/Content/Docs/4935_KeenanAndAssociates_LongFormNot
ice_v2.pdf](https://www.keenanbreachsettlement.com/Content/Docs/4935_KeenanAndAssociates_LongFormNotice_v2.pdf) ¶ 12, 25 <last visited Sep. 24, 2025>.

1 **III. ARGUMENT**

2 **A. The Court Should Approve Class Counsel’s Attorneys’ Fees.**

3 Any ruling on the award of attorneys’ fees will be reviewed “on an abuse of discretion standard.
4 ‘The experienced trial judge is the best judge of the value of professional services rendered in his court,
5 and while his judgment is of course subject to review, it will not be disturbed unless the appellate court
6 is convinced that it is clearly wrong.’ . . . ‘Fees approved by the trial court are presumed to be
7 reasonable, and the objectors must show error in the award.’” *Laffitte v. Robert Half International Inc.*
8 (2016) 1 Cal.5th 480, 488 (citations omitted).

9 There are two generally accepted methods for determining an award of attorneys’ fees under
10 California law: (1) the percentage-of-the-recovery (“POR”) method; and (2) the lodestar-multiplier
11 method. *Wershba v. Apple Computer* (2001) 91 Cal.App.4th 224, 254. In 2016, the California Supreme
12 Court held that a trial court may determine attorneys’ fees solely based on a POR method. (*Laffitte v.*
13 *Robert Half Int’l, Inc., supra*, 1 Cal.5th at 485-86, 489 (holding that a court may use the POR method
14 as its primary basis for calculating attorneys’ fees). Where the amount of a settlement is a “certain
15 easily calculable sum of money,” California courts calculate attorneys’ fees as a reasonable percentage
16 of the settlement. (Weil and Brown, California Practice Guide: Civil Procedure Before Trial, § 14:145.)
17 The POR approach is preferred in class and representative actions where, as here, a common fund is
18 created because “it better approximates the workings of the marketplace than the lodestar approach.”
19 (*Lealao v. Beneficial California, Inc.*, (2000) 82 Cal.App.4th 19, 49.)

20 Alternatively, the “lodestar” method is based on multiplying the number of hours reasonably
21 expended by counsel by their reasonable hourly rate. (*Thayer v. Wells Fargo Bank, N.A.*, (2001) 92
22 Cal.App.4th 819, 833.) Once the court has fixed the lodestar, it may increase the amount by applying a
23 “multiplier” to consider a variety of other factors, including: (1) the quality of the representation; (2)
24 the novelty and complexity of the issues; (3) the results obtained; and (4) the contingent risk presented.
25 (*Id.* at 833.)

26 **1. The Fee Requested as a Percentage of the Fund is Reasonable**

27 California courts have long awarded attorneys’ fees as a percentage of the benefit created by
28 counsel in pursuing claims on behalf of a class. “When a number of persons is entitled in common to a

1 specific fund, and an action brought by . . . plaintiffs for the benefit of all results in the creation . . . of
2 that fund, such . . . plaintiffs may be awarded attorneys’ fees out of the fund.” (*Serrano v. Priest*, (1977)
3 20 Cal.3d 25 34, quoting *D’Amico v. Board of Medical Examiners* (1974) 11 Cal.3d 1); *Laffitte, supra*,
4 1 Cal.5th at 503 (endorsing use of percentage method in common fund cases.) Through this litigation,
5 Plaintiffs have secured significant monetary benefits for the Class, in addition to non-monetary benefits
6 in the form of security enhancements. (*McCoy v. Health Net, Inc.* (D.N.J. 2008) 569 F.Supp.2d 448,
7 478 (recognizing that the value of a settlement’s non-monetary benefits “is a highly relevant
8 circumstance in determining what percentage of the common fund class counsel should receive as
9 attorneys’ fees”).) The total combined value of the monetary and non-monetary relief is substantially
10 greater than the monetary relief alone, with Keenan undertaking substantial business practice changes
11 to improve its security following the Data Security Incident and subsequent litigation.

12 Plaintiffs here seek a total fee award of \$4,913,795. This amount represents 10.7% of the
13 Settlement’s current value of \$46,095,456 and is 35% of the \$14 million Settlement Fund. The total
14 Fee and Expense Award request of \$4,975,000, which was disclosed in the notice to Class Members in
15 the Notice and is approximately 35.5% of the Settlement Fund, is reasonable. (*In Re Planned*
16 *Parenthood Los Angeles Data Incident Litigation* (LASC (CCW) Aug. 8, 2024) No. 21STCV44106
17 (awarding fees equal to 10.8% of Settlement’s total value and 40% of cash Settlement Fund and);
18 *Gonzalez v. Hunt Enterprises Inc. et. al.*, Dkt. 22STCV15057 (Cal. Super. Ct., Oct. 31, 2023) (awarding
19 fees equal to 35% of the settlement fund, in addition to expenses); *Laffitte, supra*, 1 Cal.5th at 487
20 [upholding fee award of 33% but stating an award of 40% “is within a historical range of 20 to 50
21 percent of a common fund.”]); *Feao v. UFP Riverside, LLC* (C.D. Cal. Oct. 22, 2019, No.
22 CV173080PSGJPRX) 2019 WL 12340202 at *7 (“ . . . Class Counsel’s request for attorneys’ fees in
23 the amount of 35 percent of the common fund is reasonable.”).

24 Class Counsel’s efforts here generated an exceptional Settlement that is currently valued at
25 \$46,095,456 (the sum of the 1) \$14 million fund, 2) the value of one year of the Settlement’s
26 Prospective Relief (SA § 4.1) which is \$2,500,000 per year (Joint Decl. ¶ 41), and the current value of
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1 the CMIS at \$29,595,456⁷ (before excluding the cost of that benefit)). The retail value of the CMIS
2 services (rather than the cost) is the proper gauge to apply here, given that this is the benefit that the
3 Class Members actually receive. (*In re Equifax Inc. Customer Data Sec. Breach Litig.*, (N.D. Ga. Mar.
4 17, 2020, 1:17-MD-2800) 2020 WL 256132 at *38, *aff'd as to attorneys' fees*, 999 F.3d 1247 (11th
5 Cir. 2021) ["...[C]ourts have often recognized the benefit of credit monitoring, use its retail cost as
6 evidence of value, and consider that value in awarding fees."]); *In re Experian Data Breach Litig.*,
7 (C.D. Cal. May 10, 2019) No. 8:15-cv-01592, Dkt. 322 at 8-10 ["Based on current claims figures, the
8 Credit Monitoring and Insurance Services will add a value of at least \$138.8 million."]; *see also Laffitte*,
9 1 Cal.5th at 489 ["The percentage method calculates the fee as a percentage share of a recovered
10 common fund or the monetary value of plaintiffs' recovery."].)

11 Thus, Class Counsel attorney fee request (exclusive of expenses), which amounts to 10.7% of
12 the current total Settlement value⁸ (and 35% of the Settlement Fund) is reasonable.

13 2. A Lodestar Analysis Confirms the Reasonableness of the Requested Fee.

14 Although not required by the California Supreme Court, a lodestar "cross-check" analysis is
15 typically performed to evaluate a fee request. This usually requires a three-step analysis. First, the trial
16 court determines a baseline guide or "lodestar" figure based on the time spent and reasonable hourly
17 compensation for counsel involved in the case. (*Serrano v. Priest*, *supra*, 20 Cal.3d at 48.) Second, the
18 court sets a reasonable hourly fee to apply to the time expended, with reference to the prevailing rates
19 in the geographical area in which the action is pending. (*Bihun v. AT&T Information System*, (1993) 13
20 Cal.App.4th 976, 997.) Finally, a "multiplier" is selected with reference to several factors, including
21 the novelty and difficulty of issues, and thus the risk factor; the skill displayed in presenting the issues;
22 whether the litigation precluded other employment; and the contingent nature of the fee award. (*Serrano*

24 ⁷ This valuation is based on the number of claims for CMIS received by CPT as of September 19, 2025:
25 30,448. Thus, the value of the CMIS (which retails for \$27 per month (Siciliano Decl. ¶ 6) is equal to
26 30,448 Claims received, at \$27 per month, for 36 months, or \$46,095,456 (before excluding the cost of
the benefit).

27 ⁸ This percentage is expected to decrease as additional claims are received through the remainder of
28 the Claims Period; to this end, Class Counsel will provide an update prior to the Final Fairness
Hearing.

1 *v. Priest, supra*, 20 Cal.3d at 49.) California courts are empowered to adjust the baseline lodestar with
2 a multiplier that reflects the fair market value of legal services. (*Graham v. Daimler Chrysler Corp.*,
3 (2004) 34 Cal.4th 553, 579; *Wershba*, 91 Cal.App.4th at 255 [under California law, multipliers typically
4 range from 2 to 4]; *Glendora Comm. Redev. Agency v. Demeter*, (1984) 155 Cal.App.3d 456, 465
5 [affirming multiplier of 12, and expressly rejecting argument that fee was either exorbitant or
6 unconscionable].)

7 **a. The Hours Expended by Class Counsel Are Reasonable.**

8 Class Counsel maintained contemporaneous, detailed time records billed in six-minute
9 increments. The hours each firm has expended to date are detailed in the accompanying Joint Class
10 Counsel Declaration. In anticipation of filing this Motion, Class Counsel reviewed all the time
11 submissions, audited them, and reduced hours that appeared duplicative, excessive, or unnecessary.
12 Class Counsel performed an audit eliminating time and expenses incurred that did not contribute to the
13 advancement of the litigation as a whole. (Joint Decl. ¶¶ 60-61) As a result of this audit, for all Class
14 Counsel the total number of billable hours was 2,532 hours, and the total lodestar of \$2,166,656. (*Id.*
15 ¶¶ 61, 63.)

16 These hours are reasonable in light of the substantial efforts undertaken by Class Counsel.
17 Before filing the complaint, Class Counsel conducted extensive independent investigations into the
18 Data Security Incident and Keenan's business practices. (*Id.* ¶¶ 21-22.) They researched the pertinent
19 caselaw, reviewed notices concerning the Data Security Incident, sent notices required by the California
20 Consumer Privacy Act, and ultimately drafted numerous separate complaints. After Keenan removed
21 the state actions to the federal court, Class Counsel thoroughly investigated the residency of the Class
22 Members, repeatedly conferred with defense and plaintiffs' counsel in the related cases, and promptly
23 moved to remand.

24 As described above, Class Counsel self-organized and then engaged in settlement discussions
25 with Defense Counsel. Their coordinated efforts led to a scheduling of a mediation with Judge Gandhi.
26 As part of that process Class Counsel required pre-mediation and confirmatory discovery, which
27 Keenan provided, to evaluate the risks and benefits of an early resolution. Class Counsel reviewed and
28

1 analyzed this information in order to determine the scope of necessary injunctive relief and the
2 appropriate measure of settlement benefits to Plaintiffs and the Class. (*Id.* ¶¶ 33, 45-47.)

3 In advance of the mediation session on May 1, 2024, the Parties prepared and exchanged
4 extensive mediation briefs. (*Id.* ¶ 34.) As noted above, the Parties were able to reach an agreement in
5 principle at the mediation session with Judge Gandhi (Ret.) on May 1, 2024. The Parties subsequently
6 spent months negotiating the extensive details of the Settlement Agreement, the Notice plan, and other
7 details. (*Id.* ¶¶ 37-38.) In addition to these tasks already performed, significant uncompensated work
8 remains. Class Counsel must still: (1) attend the Final Fairness Hearing, including the research and
9 drafting of any replies that may be required; (2) continue to respond to inquiries from Class Members;
10 (3) oversee the Settlement through final approval of benefits distribution; (4) oversee the claims
11 administration process, including addressing any claim review issues; and (5) handle any appeals. (*Id.*
12 ¶ 64.)

13 This summary, along with the accompanying Joint Declaration submitted by Class Counsel,
14 provides a detailed and sufficient explanation of the substantial work performed. (*Lobatz v. U.S. West*
15 *Cellular of Cal., Inc.* (9th Cir. 2000) 222 F.3d 1142, 1148-49.) When all this effort is considered, the
16 total number of hours expended is reasonable. (*Hartless v. Clorox Co.* (S.D. Cal. 2011) 273 F.R.D. 630,
17 643-44 [holding 5,995.4 hours spent on a consumer class action that settled prior to class certification
18 reasonable].)

19 **b. The Hourly Rates Requested Are Reasonable**

20 Class Counsel is entitled to hourly rates charged by attorneys of comparable experience,
21 reputation, and ability for similar complex litigation. (*Serrano v. Unruh* (1982) 32 Cal.3d 621, 640,
22 n.31; *Syers Props. III, Inc. v. Rankin* (2014) 226 Cal.App.4th 691, 702 “[T]he reasonable hourly rate
23 used for the lodestar calculation ‘is that prevailing in the community for similar work.’”) Payment at
24 full market rates is essential to entice well-qualified counsel to undertake difficult cases such as this
25 one. (*San Bernardino Valley Audubon Soc’y v. County of San Bernardino* (1984) 155 Cal.App.3d 738,
26 755 “[T]he court is obliged to use the ‘market value’ approach which is more likely to entice competent
27 counsel to undertake difficult public interest cases.”.)

1 Class Counsel have served as lead counsel in some of the largest data breach cases in the
2 country. (Joint Decl. ¶¶ 74-77 and Exs. 2-5.) Class Counsel’s requested hourly rates are fully supported
3 by their experience and reputation in handling complex litigation and are commensurate with prevailing
4 market rates in California for attorneys of comparable experience and skill. (*Id.* ¶ 65.) They are also
5 within the range of rates charged by private attorneys or attorneys of similar skill, reputation, and
6 experience for comparably complex litigation. (*Id.*; *Blum v. Stenson*, 465 U.S. 886, 895 n. 11 (1984)
7 [“[T]he requested rates are in line with those prevailing in the community for similar services by
8 lawyers of reasonably comparable skill, experience, and reputation.”].) Furthermore, Class Counsel’s
9 rates have been approved by other courts. (Joint Decl. ¶ 65; *Fleming v. Impax Lab’s Inc.* (N.D. Cal.
10 July 15, 2022, No. 16-cv-06557-HSG) 2022 WL 2789496, at *9 (approving rates of up to \$1,325 for
11 partners); *Hope Med. Enters., Inc. v. Fagron Compounding Serv. LLC*, (C.D. Cal. Mar. 14, 2022, No.
12 2:19-CV-07748-CAS (PLAx) 2022 WL 826903, at *3 (finding rates “of \$895 to \$1,295 per hour for
13 partners and counsel, and between \$565 and \$985 for associates is reasonable within the legal
14 community of Los Angeles for attorneys of similar skill and experience”); *Bianucci v. Rite Aid Corp.*
15 (E.D. Pa., July 30, 2025, No. CV 24-3356) 2025 WL 2166015, at *9, n.6 (approving hourly rates
16 ranging from \$1,300 to \$850 for partners, \$800 to \$520 for associates, and \$350 to \$150 for support
17 staff to be reasonable in a data breach case). As such, the rates are “presumptively reasonable” and
18 should be utilized for a lodestar calculation. (*Gusman v. Unisys Corp.* (7th Cir. 1993) 986 F.2d 1146,
19 1150 [“[T]he best measure of the cost of an attorney’s time is what the attorney could earn from paying
20 clients.”].)

21 **c. A Positive Multiplier Is Justified**

22 The Court has substantial discretion in adjusting the lodestar to account for various factors
23 inadequately reflected therein. (*Lealao, supra*, 82 Cal.App.4th at 45-53 [describing factors courts
24 consider in awarding a multiplier and noting that “awards that are too small can . . . chill the private
25 enforcement essential to the vindication of many legal rights and obstruct the representative actions
26 that often relieve the courts of the need to separately adjudicate numerous claims.”].) The Court may
27 augment the lodestar upon consideration of variables such as the contingent nature of the fee award,
28

1 the novelty and difficulty of the questions involved, and the skill displayed in presenting them.
2 (*Serrano, supra*, 20 Cal.3d at 49.)

3 Based on these factors, as further explained below, Class Counsel respectfully submit that the
4 requested multiplier of 2.27 is warranted given the excellent results obtained on a contingency basis in
5 this complex case. (*Wershba*, 91 Cal.App.4th at 255) [“Multipliers can range from 2 to 4 or even
6 higher.”], overruled on other grounds by *Hernandez v. Restoration Hardware, Inc.*, (2018) 4 Cal.5th
7 260; *Lavinsky v. City of L.A.* (LASC (CCW) Oct. 9, 2019) No. BC542245 [awarding a multiplier of
8 3.84]; *Eck v. City of L.A.* (LASC (CCW) Feb. 26, 2018) No. BC577028 [awarding a multiplier of 5.80];
9 *Sternwest Corp. v. Ash* (1986) 183 Cal.App.3d 74, 76 (remanding to determine the appropriateness of
10 a multiplier of “two, three, four or otherwise”); *In re Cal. Indirect Purchaser X-Ray Film Antitrust*
11 *Litig.* (Alameda Cty. Super. Ct. Oct. 22, 1998, No. 960886) 1998 WL 1031494, at *10 (“Cases from
12 California and other jurisdictions reflect that multipliers of two or more are commonplace in class
13 actions.”); *Glendora Community Redevelopment Agency v. Demeter, supra*, 155 Cal.App.3d
14 [approving multiplier of 12].)

15 The complexity of this case required experienced legal skills and high-quality work. All class
16 actions involve a high level of risk, expense, and complexity, but the emerging and evolving area of
17 data breach litigation is especially risky and complex. (*Hashemi v. Bosley, Inc.* (C.D. Cal., Feb. 22,
18 2022, No. 21-cv-946) 2022 WL 2155117, at *7 [“[D]ata breach class actions are a relatively new type
19 of litigation and that damages methodologies in data breach cases are largely untested and have yet to
20 be presented to a jury.”]; *Cheryl Gaston v. FabFitFun, Inc.* (C.D. Cal., Dec. 9, 2021, No. 2:20-cv-
21 09534) 2021 WL 6496734, at *3 [“Historically, data breach cases have experienced minimal success
22 in moving for class certification.”]; *Gordon v. Chipotle Mexican Grill, Inc.* (D. Colo., Dec. 16, 2019,
23 No. 17-cv-01415) 2019 WL 6972701, at *1 [“Data breach cases such as the instant case are particularly
24 risky, expensive, and complex.”]; *In re Sonic Corp. Customer Data Security Breach Litig.* (N.D. Ohio,
25 Aug. 12, 2019, No. 1:17-md-2807) 2019 WL 3773737, at *7 [“Data breach litigation is complex and
26 risky.”].) Further, “[b]eyond the novel state of the law in regards to identity theft, there are inherent
27 issues of causation” that make litigation uncertain. (*In re Countrywide Fin. Corp. Customer Data Sec.*
28 *Breach Litig.* (W.D. Ky. Aug. 23, 2010, No. 3:08-md-01998) 2010 WL 3341200, at *4; *Koenig v. Lime*

1 *Crime, Inc.*, (C.D. Cal. Apr. 2, 2018, No. 16-cv-503) 2018 WL 11358228, at *3 [approving data breach
2 settlement and finding, in part, “[b]ecause of the difficulty of proving damages and causation, Plaintiff
3 faced a substantial risk of losing at summary judgment or at trial.”]; *In re The Home Depot, Inc.*,
4 *Customer Data Sec. Breach Litig.* (N.D. Ga. Aug. 23, 2016, No. 1:14-md-02583) 2016 WL 6902351,
5 at *5 [“[E]stablishing causation . . . has been a barrier to consumer plaintiffs’ success” in data breach
6 litigation].)

7 As discussed above, Class Counsel have extensive experience litigating and serving in
8 leadership positions in numerous consumer class actions, including in other large data breach cases.
9 (Joint Decl. ¶¶ 74-77.) This case has been prosecuted by Class Counsel on a purely contingent basis
10 for nearly 20 months. Class Counsel spent more than 2,532 hours advancing this case without any
11 compensation and without knowing whether their efforts would ever be rewarded, thus supporting the
12 reasonableness of the current fee request and the application of a multiplier. (*Id.* ¶ 61.) Because it is
13 reasonable to compensate Class Counsel commensurate with their skill, reputation and experience, the
14 requested amount is justified here.

15 The requested fee award for Class Counsel equates to the application of a multiplier of 2.27,
16 which is well within the range of reasonableness considering the risk of non-recovery, the excellent
17 and expedient result achieved, and the complex and novel nature of the claims at issue. Given the
18 additional tasks yet to be performed by Class Counsel, such as preparing for the Final Fairness Hearing
19 and continuing to monitor the settlement and claims process, that multiplier will continue to diminish.

20 **d. The Fees and Costs Award Was Negotiated at Arms’ Length.**

21 Approval is warranted when nothing before the Court suggests collusion between the parties.
22 (*Lobatz v. U.S. West Cellular of Cal., Inc.*, *supra*, 222 F.3d at 1148-1149.) Here, “[t]he fee was
23 negotiated at arm’s length with sophisticated defendants by the attorneys who were intimately familiar
24 with the case, the risks, the amount and value of their time, and the nature of the result obtained for the
25 class.” (*In re First Capital Holdings Corp. Fin. Prods. Sec. Litig.* (C.D. Cal., June 10, 1992, MDL No.
26 901) 1992 U.S. Dist. LEXIS 14337, at *13.) Importantly, and as noted above, there is no agreement
27 from Keenan as to the amount of the Fee and Expense Award. (SA § 11.5.) Under such circumstances,
28 where there is no evidence of self-dealing or conflicts of interest, the court should be “reluctant to

1 interpose its judgment as to the amount of attorneys’ fees in the place of the amount negotiated by the
2 adversarial parties in the litigation.” (*In re First Capital Holdings Corp. Fin. Prods. Sec. Litig.*, *supra*,
3 1992 U.S. Dist. LEXIS at *13; *Consumer Privacy Cases* (2009) 175 Cal.App.4th 545, 553 (noting the
4 practice of negotiating the fee “serves to facilitate settlements and avoids a conflict, and yet it gives the
5 defendant a predictable measure of exposure of total monetary liability for the judgment and fees in a
6 case.”).)

7 **B. Class Counsel Are Entitled to Recovery of Litigation Costs**

8 Class Counsel respectfully request that they be reimbursed for \$61,204.29 in expenses incurred
9 prosecuting this action from inception to September 23, 2025. (Joint Decl. ¶¶ 69-73.) California law
10 allows recovery of pre-settlement litigation costs in the context of class action settlements. Expenses
11 of the type normally charged to hourly paying clients are reimbursable. (*Harris v. Marhoefer* (9th Cir.
12 1994) 24 F.3d 16, 19 [recovery of “those out-of-pocket expenses that ‘would normally be charged to a
13 paying client’” are reimbursable]; *Beasley v. Wells Fargo Bank N.A.* (1991) 235 Cal.App.3d 1407,
14 1419; *Bussey v. Affleck* (1990) 225 Cal.App.3d 1162, 1166.) Class Counsel here seek reimbursement
15 for filing fees, the mediation, legal research, retention of a dark web expert, necessary travel costs,
16 photocopies, postage, and other fees incurred in the ordinary operation of practicing law. All these
17 charges are commonly accepted as reimbursable. As noted above, any litigation expenses approved by
18 the Court for reimbursement will be paid out of the Settlement Fund and is inclusive of the total
19 \$4,975,000 amount being sought here for both attorneys’ fees and expenses.

20 **C. The Court Should Approve Service Payments for the Class Representatives**

21 Finally, Class Counsel respectfully request that the Court approve Service Payments of \$2,000
22 to each of the Class Representatives. Their participation in this action was critical in this action and the
23 resulting Settlement obtained for the benefit of the Settlement Class. As detailed in the of the Class
24 Representatives (Heath, Heinz, Ruma, Hans, and Rutledge) filed with preliminary approval on
25 December 26, 2024, all the factors that courts consider weigh in favor of awarding the \$2,000 Service
26 Payments. (*Golba v. Dick’s Sporting Goods, Inc.* (2015) 238 Cal.App.4th 1251, 1272; *Munoz v. BCI*
27 *Coca-Cola Bottling Co. of L.A.* (2010) 186 Cal.App.4th 399, 412; *Cellphone Termination Fee Cases*
28 (2010) 186 Cal.App.4th 1380, 1395; *Rodriguez v. W. Publ’g Corp.* (9th Cir. 2009) 563 F.3d 948, 958-

59; *see also* Joint Decl. ¶¶ 51-53.) The amount of the Service Payments requested for each of the Class Representatives is consistent with or below the amounts typically awarded in similar litigation. (*Cellphone Termination Fee Cases*, *supra*, 186 Cal.App.4th at 1380 (approving incentive payments of \$10,000 each); *Lee v. Glob. Tel*Link Corp.* (C.D. Cal., Sep. 24, 2018, No. 2:15-cv-02495) 2018 U.S. Dist. LEXIS 163410, at *34-35 (“[I]n the Ninth Circuit, a \$5,000 incentive award is presumed reasonable.”); *Gergetz v. Telenav, Inc.* (N.D. Cal., Sep. 27, 2018, No. 16-cv-04261) 2018 U.S. Dist. LEXIS 167206, at *21-22 (approving incentive award of \$5,000); *Fulford v. Logitech, Inc.* (N.D. Cal. Mar. 5, 2010, No. 08-cv-02041), 2010 U.S. Dist. LEXIS 144437, at *7 n.1 (collecting cases awarding service payments ranging from \$5,000 to \$40,000); *In re Mego Fin.* (9th Cir. 2000) 213 F.3d 254, 457, 463 (approving \$5,000 awards).)

IV. CONCLUSION

Based on the foregoing, Plaintiffs respectfully request that the Court grant Class Counsel’s requested Fee and Expense Award, as well as the Service Payments requested for the Class Representatives in this action.

DATED: September 24, 2025

Respectfully submitted,

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