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IN THE CIRCUIT COURT OF THE FIFTEENTH JUDICIAL CIRCUIT
IN AND FOR PALM BEACH COUNTY, FLORIDA

EMILY BENNETT, on behalf of herself and all others similarly situated,

Plaintiff,

v.

HOLISTIX TREATMENT CENTERS, LLC d/b/a LAKE WORTH HOLISTIX DETOX d/b/a LEVEL UP TREATMENT LAKE WORTH,

Defendant.

No. 502025CA005943XXXAMB

PLAINTIFF'S MOTION FOR
<u>ATTORNEY'S FEES, COSTS, AND SERVICE AWARD</u>

Plaintiff, Emily Bennett, respectfully moves for approval of her request for attorneys' fees and litigation costs and expenses in the amount of $160,000.00, and a service award of $2,500.00 for the Settlement Class Representative in this preliminarily approved class action settlement with Defendant Holistix Treatment Centers, LLC.[1]

I. INTRODUCTION

In July 2024, Defendant experienced a Data Incident involving unauthorized access to certain systems on its network. Defendant's investigation revealed that the files and folders that were accessed without authorization contained the Private Information of 6,567 individuals, including their names, Social Security numbers, mailing addresses, and protected health information.

Plaintiff alleges that Defendant failed to ensure that access to the affected data systems was reasonably safeguarded, failed to acknowledge and act upon industry warnings, failed to use proper

[1] Unless otherwise noted, all capitalized terms are defined in the Settlement Agreement ("S.A."), which was attached to the Motion for Preliminary Approval as Exhibit 1.

security systems and protocols to detect and deter the type of attack that occurred, and failed to provide timely and adequate notice to Plaintiff and other proposed Class Members that their Private Information had been stolen, putting Plaintiff and the proposed Class Members at a substantially increased risk of identity theft. Defendant disputes those allegations.

Defendant filed a motion to dismiss on December 20, 2024. After fully briefing the Motion to Dismiss and exchanging informal discovery, the Parties agreed to and did retain Christopher Griffin, Esq., a highly experienced mediator, to assist the Parties in settlement negotiations. Declaration of Alex Phillips filed concurrently herewith ("Phillips Decl."), ¶ 8, attached hereto as **Exhibit 1**. Prior to the mediation, the Parties briefed their respective positions on the facts, claims, defenses, and assessments of the risk of litigation. *Id*. ¶ 9.

In May 2025, the Parties, through their respective counsel, engaged in a full-day mediation session before Mr. Griffin. *Id.* ¶ 10. The negotiations were hard-fought throughout and the settlement process was conducted at arm's length. *Id*. With the assistance of Mr. Griffin, the Parties were able to come to an agreement on the central terms of a settlement agreement—subject to final mutual agreement on all necessary documentation. *Id.* ¶ 11. In the subsequent months, the Parties continued their negotiations and eventually negotiated resolution on a class-wide basis that provides monetary relief to Class Members and obligates Defendant to continue to take remedial measures to safeguard against the reoccurrence of a data security incident. *Id.* ¶ 12. As part of the negotiations, Plaintiff voluntarily dismissed her Southern District of Florida action and refiled her case in the Circuit Court of the Fifteenth Judicial Circuit in and for Palm Beach County Florida.

During the ensuing months, the Parties continued the exchange of information and negotiations as to the final details of the Settlement Agreement. *Id.* ¶ 14. Based on Plaintiff's counsel's independent investigation of the relevant facts and applicable law, experience with other data breach cases, the information provided by Defendant, and the strengths and weaknesses of the Parties' respective positions (including the defenses articulated in Defendant's Motion to Dismiss and Reply to Plaintiff's Opposition thereto), Plaintiff's counsel determined that the Settlement is fair, reasonable, adequate, and in the best interest of the Settlement Class. *Id.* ¶ 13.

On March 10, 2026, Plaintiff moved for preliminary approval of the settlement she had initially negotiated with Level Up. The Court preliminarily approved that nationwide class action settlement on March 30, 2026. Plaintiff now respectfully requests an award of attorneys' fees and litigation costs and expenses in the amount of $160,000.00, and a service award of $2,500.00 for the Settlement Class Representative consistent with the Settlement Agreement.[2]

II. ARGUMENT

A. Attorney's Fees, Costs, and Expenses.

Pursuant to the Settlement Agreement and the notice of class action settlement, and consistent with recognized class action practice and procedure, Plaintiff respectfully requests an award of attorneys' fees and litigation costs and expenses in the amount of $160,000.00. Plaintiff and Defendant negotiated and reached agreement regarding attorneys' fees, costs, and expenses only after reaching agreement on all other material Settlement terms. Phillips Decl. ¶¶13, 14. The requested fee is within the range of reason under established Florida law. For the reasons detailed herein, Plaintiff submits that the requested fee is appropriate, fair, and reasonable and respectfully request that it be approved by the Court.

In a class action case, "the trial court should have broad discretion to determine whether the fees requested … are fair and reasonable in order to protect the interests of the class members."

[2] For the sake of brevity, Plaintiff does not repeat the details of the Settlement herein, but instead refer the Court to their Unopposed Motion for Preliminary Approval, the Settlement Agreement filed therewith as Exhibit 1, and the Declaration of Alex Phillips in Support of Plaintiff's Motion for Preliminary Approval.

Nelson v. Wakulla Cnty., 985 So. 2d 564 (Fla. 5th DCA 2008). First, the court must determine an appropriate lodestar figure. Second, the court must determine whether a fee multiplier is appropriate and, if so, what such multiplier should be.

i. Class Counsel's lodestar is reasonable.

A lodestar figure should be determined by "an evaluation of all the factors enumerated in rule 4–1.5 of the Rules Regulating the Florida Bar except for the contingency risk factor and the results obtained for the benefit of the class. These two factors are accounted for in determining the applicability and amount of a multiplier." *Kuhnlein v. Dep't of Revenue*, 662 So. 2d 309, 315 (Fla. 1995). In other words, the factors to be considered in determining the lodestar are as follows:

1) the time and labor required, the novelty, complexity, difficulty of the questions involved, and the skill requisite to perform the legal service properly;

2) the likelihood that the acceptance of the particular employment will preclude other employment by the lawyer;

3) the fee, or rate of fee, customarily charged in the locality for legal services of a comparable or similar nature;

4) the significance of, or amount involved in, the subject matter of the representation, and the responsibility involved in the representation;

5) the time limitations imposed by the client or by the circumstances and, as between attorney and client, any additional or special time demands or requests of the attorney by the client;

6) the nature and length of the professional relationship with the client;

7) the experience, reputation, diligence, and ability of the lawyer or lawyers performing the service and the skill, expertise, or efficiency of effort reflected in the actual providing of such services.

8) whether the fee is fixed or contingent, and, if fixed as to amount or rate, then whether the client's ability to pay rested to any significant degree on the outcome of the representation

See Rule 4–1.5 of the Rules Regulating the Florida Bar. To date, Class Counsel's lodestar figure is $93,403.75 for 164.53 hours of work. Phillips Decl. ¶ 33. Settlement Class Counsel's billing records have been reviewed for duplicative work, and to ensure appropriate tasks were delegated to paralegals or support staff. *Id.* Settlement Class Counsel also incurred reasonable and necessary costs of $3,533.95 for filing fees, mediation, and postage. *Id.* ¶ 33.

1. The time and labor required, the novelty, complexity, difficulty of the questions involved, and the skill requisite to perform the legal service properly.

Prosecuting and settling these claims demanded considerable time and labor. Phillips Decl. ¶¶ 17, 30-32. The work performed included the following:

- Investigating the data breach and discussing it with potential clients;
- Drafting the various complaints;
- Analyzing and responding to Defendant's motion to dismiss the complaint;
- Preparing the mediation statement and attending the mediation;
- Preparing the settlement agreement and exhibits thereto, including the notice and claim forms, and negotiating with opposing counsel;
- Preparing the motion for preliminary approval and exhibits thereto, including the proposed order, and negotiating with opposing counsel;
- Communicating with class members re: the settlement; and
- Preparing this motion for attorney's fees, costs, expenses, and service awards.

Id. ¶¶ 30-32.

"[P]rosecution and management of a complex national class action requires unique legal skills and abilities." *Edmonds v. U.S.*, 658 F. Supp. 1126, 1137 (D.S.C. 1987). This is particularly true for data breach litigation. *See e.g.*, *In re Sonic Corp. Customer Data Sec. Breach Litig.*, No. 1:17-md-2807, 2019 WL 3773737, at *7 (N.D. Ohio Aug. 12, 2019) ("The realm of data breach litigation is complex and largely undeveloped."); *Fulton-Green v. Accolade, Inc.*, 2019 WL 4677954 (E.D. Pa. Sep. 24, 2019) ("This is a complex case in a risky field of litigation because data breach class actions are uncertain and class certification is rare."). The Court in *In re TD*

Ameritrade Account Holder Litig., 2011 WL 4079226 (N.D. Cal. Sep. 13, 2011) has noted that "many [data breach class actions] have been dismissed at the pleading stage." Here, Defendant filed a motion to dismiss Plaintiff's claims in their entirety. Had the parties not reached the Settlement, Plaintiff would have had to survive that motion to dismiss to proceed with this case.

As a result of the high caliber of attorneys representing the Plaintiff and the Settlement Class, a Settlement was reached that provides significant benefits to the class now rather than enduring the risk and time of years of litigation. Similarly, Defendant was defended by highly skilled and experienced counsel. *Walco Inv., Inc. v. Thenen*, 975 F. Supp. 1468, 1472 (S.D. Fla. 1997) (explaining that "[g]iven the quality of defense counsel from prominent national law firms, the Court is not confident that attorneys of lesser aptitude could have achieved similar results"); *see also Camden I Condo. Ass'n v. Dunkle*, 946 F.2d 768, 772 (11th Cir. 1991) (in assessing the quality of representation by Class Counsel, the court should also consider the quality of their opposing counsel); *see also Ressler v. Jacobson*, 149 F.R.D. 651, 654 (M.D. Fla. 1992) (same). "[T]hat this level of legal talent was available to the Settlement Class is another compelling reason in support of the fee requested . . . . In the private marketplace, as pointed out by several of Plaintiff's experts, counsel of exceptional skill commands a significant premium." *Torres v. Bank of Am. (In re Checking Account)*, 830 F. Supp. 2d 1330, 1363 (S.D. Fla. 2011).

2. The likelihood that the acceptance of the particular employment will preclude other employment by the lawyer.

Here, the time spent on this litigation precluded Class Counsel were from using that time to represent other individuals in different class action cases. Phillips Decl. ¶¶ 25-26. Thus, this factor also supports the requested fee.

3. The fee, or rate of fee, customarily charged in the locality for legal services of a comparable or similar nature.

Class Counsel has submitted evidence that the requested hourly rates are the usual and customary reasonable hourly rates that Class Counsel charge for similar work, Phillips Decl. ¶¶ 20-21, and no evidence has been submitted to the contrary. *See Kuhnlein*, 662 So. 2d at 315 (approving hourly rates where "evidence was submitted as to the usual hourly rates charged by class counsel's firms for those hours" and "no evidence [was presented] upon which it could be concluded that the hours expended were not reasonably necessary or that the hourly rates were not usual and customary for the services rendered").

4. The significance of, or amount involved in, the subject matter of the representation, and the responsibility involved in the representation.

The subject matter of the representation was an alleged data breach that impacted approximately 6,567 individuals. Class Counsel was responsible for securing reimbursement of out-of-pocket expenses for all of these individuals and for securing equitable relief to decrease the likelihood of a future data breach. And through the work of Class Counsel, they achieved exactly that through the Settlement, which provides reimbursement for out-of-pocket expenses, extraordinary losses, lost time, or an alternative cash payment, as well as free credit monitoring. *See* S.A. § II. Additionally, the Settlement ensures that Defendant makes and maintains cybersecurity improvements. *Id.*

5. The time limitations imposed by the client or by the circumstances and, as between attorney and client, any additional or special time demands or requests of the attorney by the client.

The Settlement Class Representative was at all times apprised of the status of the litigation, approving complaints, litigation strategy, and ultimately the Settlement that was reached in this case. Phillips Decl., ¶ 22.

6. The nature and length of the professional relationship with the client.

Class Counsel have maintained a professional relationship with the Settlement Class

Representative since this case was filed in October 2024. Throughout the course of this case the relationship has remained professional and cordial. Phillips Decl., ¶ 23.

7. The experience, reputation, diligence, and ability of the lawyer or lawyers performing the service and the skill, expertise, or efficiency of effort reflected in the actual providing of such services.

Here, Class Counsel have a strong reputation in the area of complex, and in particular privacy and data breach class action litigation. Phillips Decl. ¶ 1. Class Counsel have successfully litigated and settled similar cases across the country and, in this case, have been challenged by highly experienced and skilled counsel who deployed very substantial resources on Defendant's behalf. *Id*.

ii. The proposed fee award in this case falls within the acceptable range of multiplier.

"Under *Kuhnlein*, a court must review the 'contingency risk' factors and the 'results obtained for the benefit of the class' as required by rule 4–1.5 of the Rules Regulating the Florida Bar to establish whether the multiplier is proper." *Ramos v. Philip Morris Companies, Inc.*, 743 So. 2d 24, 32 (Fla. 3d DCA 1999).

A "multiplier which increases fees to five times the accepted hourly rate is sufficient to alleviate the contingency risk factor involved and attract high level counsel to common fund cases while producing a fee which remains within the bounds of reasonableness." *Kuhnlein*, 662 So. 2d at 315. A maximum multiplier of 5 is permissible even when a class action settlement is not a common fund. *Ramos*, 743 So. 2d at 33 (Fla. 3d DCA 1999) (citing *Kuhnlein*, 662 So. 2d at 311; *Standard Guar. Ins. Co. v. Quanstrom*, 555 So. 2d 828 (Fla. 1990); *Florida Patient's Compensation Fund v. Rowe*, 472 So. 2d 1145, 1146 (Fla. 1985).

In *Ramos*, the Third DCA approved a 5x multiplier where, as here, (1) "the settlement was agreed to prior to fee negotiations between class counsel and defendants," (2) "[a]ny reduction in the fee award would benefit *only* the [defendant] and *not* the class members," and (3) "[the] case presented a high contingency risk and the need for high-level counsel, regardless of whether the fee is paid from the common fund or is negotiated separately. 743 So. 2d at 33 & n.8.

Here, the proposed fee award is presently a modest multiplier of 1.71, and Counsel will endure additional hours preparing the motion for final approval, attending the hearing, responding to any inquiries from class members, defending any class-wide judgment on appeal, and overseeing the administration of benefits to completion. Thus, the *Kuhnlein* factors counsel in favor of awarding the full fee award of $160,000 to Class Counsel.

1. The contingency risk factors.

a. The Claims Entailed Serious Risk.

Given the context of this case—a data breach class action—the risks incurred in pursuing it were significant. "The simple fact is that there were a larger than usual number of ways that Plaintiffs could have lost this case, and he still managed to achieve a successful settlement. A significant amount of the credit for this must be given to Class Counsel's strategy choices, effort and legal acumen." *In re Checking*, 830 F. Supp. 2d at 1364. "A court's consideration of this factor recognizes that counsel should be rewarded for taking on a case from which other law firms shrunk." *In re Sunbeam Sec. Litig.*, 176 F. Supp. 2d 1323, 1336 (S.D. Fla. 2001). Further, "[t]he point at which plaintiffs settle with defendants . . . is simply not relevant to determining the risks incurred by their counsel in agreeing to represent them." *Skelton v. General Motors Corp.*, 860 F.2d 250, 258 (7th Cir. 1988).

The Settlement is particularly noteworthy given the combined litigation risks. Defendant would likely raise substantial and potentially meritorious defenses. Indeed, prosecuting this matter was risky from the outset. *See, e.g., In re Countrywide Fin. Corp. Customer Data Sec. Breach Litig.*, 2010 WL 3341200, at *6 (W.D. Ky. Aug. 23, 2010) (approving data breach settlement, in part, because "proceeding through the litigation process in this case is unlikely to produce the plaintiffs' desired results"). Few cases in this area have gone through the certification stage, and none have yet been tried.

Through this Settlement, however, Plaintiff and Class Members gain significant benefits without having to face further risk. The benefits obtained here are substantial, given the complexity of the litigation and the significant risks and barriers that loomed in the absence of Settlement. Any of these risks could easily have impeded, if not prevented, Plaintiff's and the Settlement Class' successful prosecution of these claims.

As explained in Plaintiff's motion for preliminary approval, data breach cases are especially risky, expensive, and complex. *See, e.g.*, *In re Sonic*, 2019 WL 3773737, at *7 ("Data breach litigation is complex and risky. This unsettled area of law often presents novel questions for courts. And of course, juries are always unpredictable."). Although data breach law is continuously developing, data breach cases are still relatively new, and courts around the country are still grappling with what legal principles apply to the claims. *In re Anthem, Inc. Data Breach Litig.*, 327 F.R.D. 299, 315 (N.D. Cal. 2018) (noting that "many of the legal issues presented in [] data-breach case[s] are novel"). Since the "legal issues involved [in data breach litigation] are cutting-edge and unsettled . . . many resources would necessarily be spent litigating substantive law as well as other issues." *In re Target Corp. Customer Data Security Breach Litig.*, No. 14-2522 (PAM/JJK), 2015 WL 7253765, at *2 (D. Minn. Nov. 17, 2015).

The recovery achieved by this Settlement must be measured against the fact that any recovery by Plaintiff and Settlement Class Members through continued litigation could only have been achieved if: (i) Plaintiff was able to certify a class; (ii) Plaintiff was able to defeat summary judgment; (iii) Plaintiff was able to establish liability and damages at trial; and (iv) the final judgment was affirmed on appeal. The Settlement here is a fair and reasonable recovery for the Settlement Class in light of Defendant's defenses, and the challenging and unpredictable path of likely protracted litigation Plaintiff and the certified class would have faced absent the Settlement. Phillips Decl. ¶¶ 13, 18-19.

b. Class Counsel Assumed Considerable Risk to Pursue This Matter on a Pure Contingency Basis.

In undertaking to prosecute this case on a contingent fee basis, Class Counsel assumed a significant risk of nonpayment or underpayment. Phillips Decl. ¶¶ 24-29. That risk warrants an appropriate fee. Indeed, "[a] contingency fee arrangement often justifies an increase in the award of attorney's fees." *Sunbeam*, 176 F. Supp. 2d at 1335 (quoting *Behrens v. Wometco Enterprises, Inc.*, 118 F.R.D. 534, 548 (1988)); *see also In re Continental Ill. Sec. Litig.*, 962 F.2d 566 (7th Cir. 1992) (holding that when a common fund case has been prosecuted on a contingent basis, plaintiffs' counsel must be compensated adequately for the risk of non-payment); *Ressler*, 149 F.R.D. at 656 ("Numerous cases recognize that the attorney's contingent fee risk is an important factor in determining the fee award"); *Walters v. Atlanta*, 652 F. Supp. 755, 759 (N.D. Ga. 1985), *modified*, 803 F.2d 1135 (11th Cir. 1986); *York v. Alabama Senate Bd. of Ed.*, 631 F. Supp. 78, 86 (M.D. Ala. 1986). As Judge King observed:

> Generally, the contingency retainment must be promoted to assure representation when a person could not otherwise afford the services of a lawyer... A contingency fee arrangement often justifies an increase in the award of attorney's fees. This rule helps assure that the contingency fee arrangement endures. If this "bonus" methodology did not exist, very few lawyers could take on the representation of a class client given the investment of substantial time, effort, and money, especially in light of the risks of recovering nothing.

Behrens, 118 F.R.D. at 548.

The progress of this case to date shows the inherent risk faced by Class Counsel in accepting and prosecuting this matter on a contingency fee basis. Despite Class Counsel's effort in litigating this case, Class Counsel remain uncompensated for the time invested, in addition to the expenses they advanced. Phillips Decl. ¶¶ 24, 28. There can be no dispute that this case entailed substantial risk of nonpayment for Class Counsel.

2. The results obtained for the benefit of the class.

Given the significant litigation risks Class Counsel faced, the Settlement represents a successful result. Rather than facing years of costly and uncertain litigation, each Settlement Class Member (approximately 6,567) is eligible to receive (i) ordinary losses up to $375, (ii) lost time up to $30 per hour for up to 3 hours, and (iii) extraordinary losses up to $5,000.00, or, in the alternative, Class Members may elect to receive a cash payment of $40. Additionally, all Settlement Class Members can receive two (2) years of credit monitoring with $1 million in identity theft insurance. S.A. §II.

With regard to the monetary benefits provided to Settlement Class Members alone, this settlement compares favorably to other data breach class action settlements. *See Jackson et al. v. Wendy's International, LLC*, No. 6:16-cv-21-PGB-DCI (M.D. Fla.) (Doc. 157) (Feb. 26, 2019) (approving settlement that provides class members reimbursement of documented losses of up to $5,000); *Albert v. School Bd. of Manatee Cty., Fla.*, No. 12-CA-004113 (Doc. 53) (Fla. 12th Cir. Ct. Nov. 19, 2018) (approving settlement that provides for reimbursement of identity theft protection, out-of-pocket expenses for tax fraud for up to $250 and other incidents of identity theft or expenses for up to $500, and also helps Settlement Class Members protect against future harm through extended identify theft protection); *see also Hapka v. CareCentrix, Inc.*, No. 2:16-CV-02372-KGG, 2018 WL 1879845, at *3 (D. Kan. Feb. 15, 2018) ("The Settlement addresses past harms through reimbursement of Out-of-Pocket Losses or the alternative minimum $200 payment for tax fraud and also helps Settlement Class Members protect against future harm through the

Credit Monitoring Services."). Here, the monetary benefits offered compare favorably to past data breach settlements. SA §§ II.

Furthermore, the injunctive relief provided for in this Settlement is significant and ensures the rights of the Settlement Class because it swiftly commits Level Up to certain security measures and protection of personal information. These remedial measures are attributable to the Settlement and are squarely consistent with the claims on which Plaintiff has focused in the Litigation. SA ¶ 44. These commitments will ensure the adequacy of Defendant's data security practices, and will provide ongoing protection for any consumers' information, as well as providing protection for consumers in the future. Without this Settlement, there is little Settlement Class Members could do individually to achieve similar promises from Level Up regarding data security going forward. The Settlement is calculated to ensure that Level Up not only employs the necessary, immediate resources to address existing data security vulnerabilities, but also employs the consistent best practices and accountabilities needed for long-term, proactive data security.

Finally, the Settlement treats all Settlement Class Members equitably relative to one another because all who have been damaged are eligible to receive reimbursement based on expenses incurred, not on any inequitable basis. SA §§ II. Class Counsel do not expect to encounter a high degree of opposition to the settlement considering the variety of benefits provided by the Settlement Class. The proposed Settlement would provide Settlement Class members with an excellent recovery at the level of what Plaintiff might recover if she were to prevail at trial, but with immediate recovery and without continued litigation risk and cost. Given the hurdles Plaintiff would have to overcome if she were to litigate this case to verdict and the benefits provided by the Settlement, the parties submit that the proposed Settlement is in the best interest of the Class and represents a fair, reasonable and adequate recovery.

B. Costs.

Plaintiff's counsel has incurred reasonable out-of-pocket costs of $3,533.95 through the date of this filing. Phillips Decl., ¶ 33. These costs are largely attributable to mediation, service costs, and filing fees. *Id.* Courts regularly award reasonable costs and expenses to class counsel in class settlements. *See, e.g. In re: Lincare Holdings Inc. Data Breach Litig.*, 2024 WL 3104286 (M.D. Fla. June 24, 2024) (applying Florida law); *Stoll v. Musculoskeletal Inst.*, 2022 WL 16927150 (M.D. Fla. July 27, 2022) (applying Florida law). Here, the costs incurred are reasonable and were clearly related to the prosecution, and settlement, of this action. Plaintiff asks that the requested fees, to be paid from the Settlement Fund, be awarded.

C. Service awards.

"Courts routinely approve incentive awards to compensate named plaintiffs for the services they provided during the course of class action litigation. Such awards are justified when the class representatives expend considerable time and effort on the case, especially by advising counsel, or when they risk retaliation as a result of their participation. In addition, the magnitude of the relief the named plaintiffs obtain on behalf of the class may warrant a substantial incentive award." *Dreidame v. Village Center Community Development Dist.*, No. 2007-CA-3177, 2008 WL 7079074 (Fla. 5th Jud. Cir. (Lake County) Mar. 29, 2008); *see Cole v. Echevarria, McCalla, Raymer, Barrett & Frappier*, No. 98-3763, 2008 WL 6161610 (Fla. 2d Jud. Cir. (Leon County) Mar. 26, 2008) ("Courts have approved incentive awards to compensate named plaintiffs for the services they provided and the risks they incurred during the course of the class action litigation.").

Florida courts have approved service awards far greater than the $2,500 for the Settlement Class Representative sought here. *See, e.g.*, *Hands on Chiropractic PL v. Infinity Indem. Ins. Co.*, No. 2017-CA-011237-O, 2020 WL 5640827 (Fla. 9th Jud. Cir. (Orange County) Aug. 21, 2020) (approving $5,000 service award); *Lewis v. PGT Industries, Inc.*, No.

502013CA011785XXXXMB, 2020 WL 10817495 (Fla. 15th Jud. Cir. (Palm Beach County) Apr. 29, 2020) (approving service awards ranging from $7,500 to $15,000); *Broward Psychology, P.A. v. Singlecare Services, LLC*, No. CACE-18-022689, 2019 WL 3715043 (Fla. 17th Jud. Cir. (Broward County) June 04, 2019) (approving $5,000 service award).

Here, the Settlement Class Representative consulted with Class Counsel throughout the course of this case, including the settlement process, and provided facts and documentation to Class Counsel. Phillips Decl. ¶ 22. Given her time and effort, the risks inherent in this litigation, and the magnitude of the relief obtained on behalf of the class, a service award of $2,500 for the Settlement Class Representative is justified and appropriate.

III. CONCLUSION

For the foregoing reasons, Plaintiff respectfully requests that the Court approve the requested award of attorneys' fees and litigation costs and expenses in the amount of $160,000.00, and the requested service award of $2,500.00 for the Settlement Class Representative.

Dated: June 29, 2026

Respectfully submitted,

/s/Joshua R. Jacobson

Joshua R. Jacobson
Florida Bar No. 1002264
JACOBSON PHILLIPS PLLC
2277 Lee Road, Suite B
Winter Park, FL 32789
Telephone: (321) 447-6461
joshua@jacobsonphillips.com

Alex Phillips*
STRAUSS BORRELLI, PLLC
980 N. Michigan Avenue, Suite 1610
Chicago, Illinois 60611
T: (872) 263-1100
F: (872) 263-1109
aphillips@straussborrelli.com

** pro hac vice*
Attorneys for Plaintiff and the Putative Class

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on June 29, 2026, I electronically filed a true and correct copy of the foregoing motion with the Clerk of the Court using the court’s electronic filing system, which will send notification to all attorneys of record in this matter.

/s/Joshua R. Jacobson
Joshua R. Jacobson