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**UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA  
SOUTHERN DIVISION**

*In re loanDepot Data Breach Litigation*

**Case No. 8:24-cv-00136-DOC-JDEx**

This Document Relates to: All Cases

**ORDER GRANTING PLAINTIFFS'  
MOTION FOR AWARD OF  
ATTORNEYS' FEES, COSTS, AND  
SERVICE AWARDS [89]**

1 **INTRODUCTION**

2 Before the Court is Plaintiffs’ Alphonso Woods, David Ware, Deborah McPhail,  
3 Josh Krieghauser, Daroya Isaiah, Joshua Beller, Maurice Beckwith, Robert Lash, Ryan  
4 Azinger, Lorenz Praefcke, Varun Singh, Debra Coe, Loretta Montgomery, Vidal  
5 Hernandez, Tracy Brown, Branislav Sasic, Jessica Schuler, Kyle Nunnely, Nailah  
6 Ricco-Brown, and Matthew McFall (“Plaintiffs”) Motion For Award of Attorneys’ Fees,  
7 Costs, and Service Awards (“Attorneys’ Fees Motion”) (Dkt. 89). Having reviewed the  
8 papers and considered the parties’ arguments, the Court **GRANTS** Plaintiffs’ Attorneys’  
9 Fees Motion.

10 **I. BACKGROUND**

11 **A. Facts**

12 This case concerns a class action that arose out of an alleged massive data breach  
13 that affected 16.9 million customers of Defendant loanDepot (“Defendant”). Motion for  
14 Final Approval of Class Action Settlement (“Final Approval Motion”) (Dkt. 92) at 2.  
15 This data breach resulted in the customers’ personally identifiable information being  
16 accessed and exfiltrated by unauthorized parties. Information such as the customer’s  
17 names, addresses, email addresses, financial account numbers, Social Security numbers,  
18 phone numbers, and dates of birth were accessed in the breach. *Id.* at 2-3. Numerous  
19 plaintiff’s lawyers initially filed lawsuits—resulting in twenty putative class action  
20 lawsuits against loanDepot. *Id.* at 3. However, the majority of the plaintiffs’ counsel self-  
21 organized and the Court appointed Daniel S. Robinson of Robinson Calcagnie, Inc., Tina  
22 Wolfson of Ahdoot & Wolfson, PC, Abbas Kazerounian of Kazerouni Law Group APC,  
23 Stephen G. Larson of Larson LLP, and Gary M. Klinger of Milberg Coleman Bryson  
24 Phillips Grossman, PLLC as Interim Co-Lead Counsel. *Id.*

25 Throughout this case both Plaintiffs and Defendants have engaged in arms-length  
26 settlement discussions. *Id.* On June 6, 2024, the parties engaged in a full-day mediation  
27 with JAMS before Hon. Jay C. Gandhi (Ret.). *Id.* As part of the mediation the parties  
28 exchanged mediation briefs addressing each parties’ claims and defenses, and loanDepot

1 provided information and documents concerning the cause and scope of the data breach  
2 and loanDepot's remedial actions taken after the breach. *Id.* The parties continued to  
3 negotiate through Judge Gandhi after the formal mediation and came to agreement on  
4 the general contours of a settlement. *Id.*

5 The parties then negotiated over the terms of a settlement agreement and shuttled  
6 drafts of the agreement back-and-forth. *Id.* They also conducted confirmatory discovery  
7 about the size and origins of the data breach, loanDepot's business practices, and its  
8 financial condition. *Id.* This discovery included a Rule 30(b)(6) deposition of  
9 loanDepot's Chief Information Security Officer and written confirmatory discovery. *Id.*  
10 Class counsel also solicited bids from various settlement administrators and financial  
11 monitoring companies in order to select the best option for the settlement. *Id.* at 3-4.

12 After this Court preliminarily approved the Settlement on January 13, 2025,  
13 Angeion and Class Counsel worked to ensure that both notice to class member and the  
14 claims process were conducted in accordance with the Court's preliminary approval. *Id.*  
15 at 4. Class Counsel diligently engaged in efforts—and promises to continue doing so—to  
16 ensure that the benefits reach class members following class approval. *Id.*

17 The final settlement class will comprise of approximately 16,924,007 individuals  
18 and approximately 2,449,083 of a California subclass. *Id.* at 5-6. It excludes: judges who  
19 are presiding over the action, and their family members; loanDepot and associated  
20 companies and individuals; and others who properly opt out from the settlement. *Id.* at 6.

21 The settlement provides for a non-reversionary cash Settlement Fund of \$25  
22 million, used to pay (i) all Administrative Expenses; (ii) any Taxes; (iii) the cost of the  
23 Financial Monitoring and Insurance Services; (iv) any Monetary Payments, Out-of-  
24 Pocket Costs Payments, and California Subclass Payments; (v) any court-approved  
25 Service Awards; (vi) any court-approved Fee Award and Costs; and (vii) any other  
26 Settlement Benefits. *Id.* at 6.

27 The Financial Monitoring and Insurance Services provided to as part of the  
28 settlement is two years of Financial Shield Pro provided through CyEx by Pango Group.

1 *Id.* at 7. Class counsel proposes that it should be valued at \$12.95 per month, or \$310.80  
2 for the total two-year period. *Id.*

3 Class members are eligible to receive up to \$5,000 for reimbursement of out-of-  
4 pocket costs incurred as a result of Defendant's data breach, along with a pro rata  
5 payment from the Settlement Fund for the alleged damages they suffered from having  
6 their private information allegedly disclosed during the data breach. *Id.* at 8. The pro rata  
7 determination of the latter amount will be calculated by as a share of the remaining  
8 settlement fund, after all other benefits have been paid out. *Id.* at 8. California Subclass  
9 members will also receive a separate payment that will be determined pro rata out of the  
10 California Subclass Settlement Fund, which is \$3,650,000. *Id.* As of June 27, 2025, the  
11 general settlement fund payment was estimated to be approximately \$44.28 and the  
12 California Subclass Payment is estimated to be around \$91. *Id.*

13 loanDepot also allegedly made remedial efforts and changed its business practices  
14 in light of the data breach, including improvements to its security and data management  
15 systems. *Id.* at 9. These changes are estimated to have cost Defendant \$9,341,000.00 and  
16 the parties submit that these improvements are a substantial benefit to the class  
17 members. *Id.*

18 Class Counsel estimates the total value of the settlement to be \$98,869,661.39. *Id.*  
19 at 10-11. This estimate is comprised of: the \$25 million non-reversionary Settlement  
20 Fund; the \$9,341,000.00 of remedial efforts loanDepot made; and the \$64,555,661.39 of  
21 claimed value from the current claims for financial monitoring. *Id.*

22 All residual funds will either be distributed to class members or given to an  
23 eligible non-profit organization. *Id.* at 9. No money in the Settlement Fund will revert to  
24 Defendant. *Id.*

25 Class Counsel requests attorneys' fees in an amount of \$7,500,000,  
26 reimbursement of litigation costs and expenses in the amount of \$57,346.40, and Service  
27 Awards of \$2,500 for each of the 20 class representatives. *Id.* at 10. Angeion will be paid  
28

1 an amount not to exceed \$2,585,806.12 out of the Settlement Fund for its role as Class  
2 Administrator. *Id.* at 6 n.2.

### 3 **B. Procedural History**

4 Plaintiffs filed the Complaint (“Complaint”) (Dkt. 1) on January 19, 2024. This  
5 Court issued an Order Consolidating Cases (Dkt. 18) on February 1, 2024. A  
6 Consolidated Complaint (Dkt. 69) was filed on June 3, 2024. Plaintiffs then filed a  
7 Motion for Preliminary Approval of Class Action Settlement (Dkt. 83) on December 2,  
8 2024, which was heard on January 13, 2025 (Dkt. 87) and granted (Dkt. 88) on January  
9 13, 2025.

10 Plaintiffs then filed the Motion for Award of Attorneys’ Fees, Costs, and Service  
11 Awards (Dkt. 89) on March 21, 2025, and a Motion for Final Approval of Class Action  
12 Settlement (Dkt. 92) on June 27, 2025. A hearing was held for both of these motions on  
13 August 25, 2025.

## 14 **II. LEGAL STANDARD**

15 In a certified class action, the Court “may award reasonable attorney’s fees and  
16 nontaxable costs that are authorized by law or by the parties’ agreement.” Fed. R. Civ. P.  
17 23(h). The Ninth Circuit has clarified that the “touchstone” for determining the  
18 reasonableness of attorneys’ fees in a class action is “the benefit to the class,” not the  
19 hard work of the plaintiffs’ counsel but “the result for the class members.” *Lowery v.*  
20 *Rhapsody Int’l, Inc.*, 75 F.4th 985, 988 (9th Cir. 2023). The district court must also  
21 provide an adequate explanation for a fee award to facilitate appellate review, detailing  
22 “how it weighed the various considerations” supporting the award. *Id.* at 992 (citing  
23 *Stanger v. China Elec. Motor, Inc.*, 812 F.3d 734, 739 (9th Cir. 2016)). More  
24 specifically, this means that the district court is to (1) expressly consider the value that  
25 the settlement provided to the class (including the value of nonmonetary relief), and (2)  
26 explain how that justifies the fee award. *Id.* (citing *In re Bluetooth Headset Prods. Liab.*  
27 *Litig.*, 654 F.3d 935, 943-45 (9th Cir. 2011)).

1 The Ninth Circuit has approved two methods for determining reasonable  
2 attorneys' fees in class actions—the lodestar method or the percentage-of-recovery  
3 method. *In re Hyundai & Kia Fuel Econ. Litig.*, 926 F.3d 539, 570 (9th Cir. 2019)  
4 (citing *Bluetooth*, 654 F.3d at 942). In the percentage-of-recovery method, the Court  
5 awards the attorneys a percentage of the fund sufficient to provide class counsel with a  
6 reasonable fee, using 25% as a benchmark. *Id.* (citing *Hanlon v. Chrysler Corp.*, 150  
7 F.3d 1011, 1029 (9th Cir. 1998)). Under the lodestar method, the Court multiplies the  
8 number of hours reasonably spent on the case by a reasonable hourly rate. *Id.* Under both  
9 methods the district court may adjust the fees upward or downward based on certain  
10 factors, such as— “the quality of representation, the benefit obtained for the class, the  
11 complexity and novelty of the issues presented, and the risk of nonpayment.” *Bluetooth*,  
12 654 F.3d at 941-42. Although the Ninth Circuit has recognized that the lodestar method  
13 may be more convenient when valuing the settlement is difficult or impossible, there is  
14 no presumption in favor of the district court’s employing one method or another. *Id.* at  
15 942 (citing *In re Wash Pub. Power Supply Sys. Sec. Litig.*, 19 F.3d 1291, 1296 (9th Cir.  
16 1994)).

17 In instances such as this case, where the Court employs the lodestar method, the  
18 concluding analysis proceeds as follows—the Court first scrutinizes the reasonableness  
19 of the lodestar, then the Court calculates the actual value of the settlement to the class,  
20 and, lastly, the Court performs a crosscheck of the lodestar against the 25% percentage-  
21 of-recovery benchmark to ensure that fees are reasonable. *In re California Pizza*  
22 *Kitchen*, 129 F.4th 667, 679 (9th Cir. 2025).

### 23 III. DISCUSSION

#### 24 A. Reasonableness of the Lodestar, Expenses, and Costs

25 Plaintiffs seek an award of \$7,500,000 in attorneys' fees and reimbursement of  
26 \$57,346.40 for reasonable litigation costs and expenses. Attorneys' Fees Mot. at 1. In  
27 their Final Approval Motion, Plaintiffs provide updated lodestar information. Joint  
28 Declaration in Final Approval Mot. (“Second Joint Decl.”) (Dkt. 92-1). Plaintiffs now

1 contend that they have dedicated a total of 4,308.7 hours to this litigation and have a  
 2 lodestar of \$3,557,273.90. *Id.* ¶ 49. Given their requested attorneys’ fees of \$7,500,000,  
 3 Plaintiffs request a multiplier of 2.11 to their lodestar amount. *Id.* ¶ 51. Plaintiffs contend  
 4 their lodestar amount will only increase as they continue their efforts to bring this case to  
 5 a settled closure. *Id.* ¶ 52.

6 The lodestar is calculated by multiplying the number of hours reasonably  
 7 expended on the litigation by a reasonable hourly rate for the region and the attorney’s  
 8 experience. *Bluetooth*, 654 F.3d at 941. While the lodestar is “presumptively  
 9 reasonable,” the Court may adjust it by applying a positive or negative multiplier to  
 10 reflect various factors—including the most important: the “benefit obtained for the  
 11 class.” *Id.* at 941-42.

12 As discussed above, Plaintiffs claim a total lodestar of \$3,557,273.90. *See* Second  
 13 Joint Decl. ¶ 49. To verify this calculation, Plaintiffs provide a chart detailing the  
 14 attorneys and support staff who worked on the deal for each law firm, their individual  
 15 billing rates, individual hours, and individual lodestar amounts. *Id.* ¶ 50. Plaintiffs attach  
 16 declarations to their request which provide the basis for their fee request. *See generally*  
 17 Attorneys’ Fees Mot; Final Approval Mot. Because of the expansive nature of this  
 18 litigation Plaintiffs seek payment for the work of eighteen different counsel in total,  
 19 detailing their hours worked. A summary of those submissions appears below<sup>1</sup>:

<b>Name of Counsel</b>	<b>Range of Billing Rates</b>	<b>Total Hours</b>	<b>Lodestar</b>
Ahdoot & Wolfson PC	\$150 to \$1,200	761.5	\$634,353.00
Kazerouni Law Group, APC	\$450 to \$1025	640.1	\$555,970.00
Larson LLP	\$250 to \$1700	638.0	\$548,744.00

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<sup>1</sup> These submissions are provided in paragraph 40 of the Joint Declaration (Dkt. 92-1).

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Milberg Coleman Bryson Phillips Grossman PLLC	\$238 to \$948	689.0	\$577,145.90
Robinson Calcagnie, Inc.	\$350 to \$1050	874.4	\$639,722.50
Barrack, Rodos & Bacine	\$250 to \$1100	89.4	\$78,320.00
Bottini & Bottini, Inc.	\$350 to \$1090	87.6	\$61,666.00
Edelson Lechtzin LLP	\$1100	60.5	\$64,920.00
Emerson Firm PLLC	\$950 to \$1050	198.8	\$196,530.00
Girard Sharp LLP	\$300 to \$1150	25.7	\$19,975.00
Goldenberg Schneider, LPA	\$175 to \$925	28.4	\$24,760.00
Kopelowitz Ostrow Ferguson Weiselberg Gilbert	\$200 to \$1100	34.1	\$24,755.00
Law Office of Todd M. Friendman, P.C.	\$225 to \$1050	21.3	\$14,502.50
Levi & Korinsky	\$325 to \$850	45.2	\$23,265.00
Pearson Warshaw, LLC	\$1250 to \$1500	13.9	\$17,400.00
Schubert Jonckheer & Kolbe LLP	\$350 to \$975	24.5	\$15,060.00
Wand Law Firm	\$850	11.0	\$9,350.00
George Feldman, McDonald, PLLC	\$225 to \$1000	65.3	\$50,785.00
<b>Totals:</b>	<b>\$150 to \$1700</b>	<b>4308.70</b>	<b>\$3,557,223.90</b>

1 To support these figures, Plaintiffs’ provide the qualifications of the five class  
2 counsel firms. *See generally* Second Joint Decl. They also provide descriptions of the  
3 categories of work for which it was necessary for them to devote hours, such as “self-  
4 organizing and consolidating all cases before this Court”; “amending the Complaint in  
5 response to arguments raised by Defendants in their motions to dismiss and strike the  
6 consolidated complaint”; “informally exchanging information prior to mediation and  
7 preparing and exchanging extensive mediation briefs”; and “monitoring the  
8 administration of the Settlement and responding to any inquiries from Class Members  
9 after Class Notice was disseminated”. Joint Declaration in Support of Attorneys’ Fees  
10 Mot. (“First Joint Decl.”) (Dkt. 89-1). ¶¶ 58, 60.

11 The party seeking fees bears the initial burden of establishing the hours expended  
12 litigating the case and must provide detailed time records documenting the tasks  
13 completed and the amount of time spent. *Hensley v. Eckerhart*, 461 U.S. 424, 437  
14 (1983); *Welch v. Metro. Life Ins. Co.*, 480 F.3d 942, 945–46 (9th Cir. 2007). However,  
15 the party seeking fees need not provide comprehensive documentation to prevail.  
16 *Hensley*, 461 U.S. at 437.

17 Although actual invoices were not submitted—due to the burden of compiling  
18 records from eighteen separate firms—the Court finds the submitted documentation  
19 sufficient as to the number of hours documented. The roles, rates, and hours reported are  
20 facially reasonable and consistent with the complexity and scope of the litigation. *See*  
21 *Chalmers v. City of Los Angeles*, 796 F.2d at 1210; *see also Hensley*, 461 U.S. 437  
22 (stating that a district court has discretion in determining the amount of a fee award  
23 which is “appropriate in view of the district court's superior understanding of the  
24 litigation and the desirability of avoiding frequent appellate review of what essentially  
25 are factual matters”).

26 With respect to the specific hourly rates charged, the Court reviewed the billing  
27 rates in conjunction with the title and role of each listed attorney. For example, Plaintiffs  
28 submit the resume of each of the five class counsel firms with their fee request. Second

1 Joint Decl., Exs. 1-5. Plaintiffs also submit citations to cases that have approved hourly  
2 rates that are commensurate with the rates sought, including for many of the same  
3 attorneys. First Joint Decl. ¶ 61; *see, e.g., In Re: Ambry Genetics Data Breach*  
4 *Litigation*, No. 8:20-cv-00791 CJC (KESx) (C.D. Cal. March 6, 2023); *Gutierrez v.*  
5 *Amplify Energy Corp.*, Case No. 8:21-CV-016280DOC (JDEx) (C.D. Cal. Sept. 14,  
6 2023); *Cochran et al. v. The Kroger Co. et al.*, No. 5:21-cv-01887-EJD (N.D. Cal. Mar.  
7 24, 2022).

8 In establishing the reasonable hourly rate, the court may take into account: (1) the  
9 novelty and complexity of the issues; (2) the special skill and experience of counsel; (3)  
10 the quality of representation; and (4) the results obtained. *Cabrales v. County of Los*  
11 *Angeles*, 864 F.2d 1454, 1465 (9th Cir. 1988); *Davis v. Prison Health Servs.*, C09–2629  
12 SI, 2012 WL 4462520, at \*8 (N.D. Cal. Sept. 25, 2012). The submissions provide  
13 sufficient support for the reasonableness of the hourly rates, and the Court finds no  
14 apparent issues with the rates or roles as reported. The rates also purported are “in line  
15 with those prevailing in the community for similar services by lawyers of reasonably  
16 comparable skill, experience and reputation.” *See Blum v. Stenson*, 465 U.S. 886, 896 n.  
17 11 (1984). Thus, the Court holds the rates to be reasonable.

18 Plaintiffs also request reimbursement of \$57,346.40 for legal costs and expenses.  
19 First Joint Decl. ¶ 73. Plaintiffs submit that these costs were necessary for litigation  
20 purposes, such as “courier expenses”; “postage charges”; “travel expenses”; “legal  
21 research charges”; and “mediation fees.” *Id.* ¶ 74. Plaintiffs’ also submit a chart showing  
22 the costs attributed to each category of expense. *Id.* The Court has reviewed Plaintiffs’  
23 submissions and finds them to be reasonable. In light of the extensive nature of class  
24 action litigation and the results obtained, the costs requests is proper.

25 In short, the Court accepts the proposed lodestar of \$3,557,273.90 and the  
26 requested costs reimbursement of \$57,346.40 as reasonable, but continues on with the  
27 analysis to determine what amount will be granted.

28 **B. Actual Value of the Settlement to the Class**

1 Moving to the second stage of the Court’s analysis as directed by the Ninth  
2 Circuit, the Court now ascertains the actual value of the Settlement to the class.

3 Plaintiffs break the settlement down into three categories: (1) a common fund; (2)  
4 financial monitoring and identity theft insurance services; and (3) remedial efforts taken  
5 by loanDepot. Attorneys’ Fees Mot. At 1. The Court turns to the common fund first.

### 6 **1. Common Fund**

7 The settlement provides for a \$25 million common fund to be created. Settlement  
8 Agreement (Dkt. 84) ¶¶ 51, 64-87. This fund will be used to pay (i) all Administrative  
9 Expenses (including for the Settlement Administrator); (ii) any Taxes; (iii) the cost of  
10 the Financial Monitoring and Insurance Services; (iv) any Monetary Payments, Out-of-  
11 Pocket Costs Payments, and California Subclass Payments; (v) any court-approved  
12 Service Awards; (vi) any court-approved Fee Award and Costs; and (vii) any other  
13 Settlement Benefits. *Id.* The Court finds all of these expenses will properly go to the  
14 class’s benefit, except for the first three categories. As such, the Court determines  
15 whether the \$25 million common fund should be discounted at all.

16 Settlement Administrator Angeion will be paid an amount not to exceed  
17 \$2,585,806.12 for its work. Final Approval Mot. at 6 n.2; Second Joint Decl. ¶¶ 39-42.  
18 The court assumes that this cap will be reached and notes that the amount is very large.  
19 While occasionally administrative costs such as Angeion’s can be included in litigation  
20 costs, the Court declines to do so here given the large amount. *C.f. Deatricks v. Securitas*  
21 *Sec. Servs. USA, Inc.*, No. 13-cv-05016-JST, 2016 WL 5394016, at \*7 (N.D. Cal. Sept.  
22 27, 2016) (holding that the settlement administrator expenses were part of “litigation  
23 costs”). As such, the Court approves Angeion’s expenses but will deduct its fees from  
24 the value given to the class’s benefit.

25 Turning to the cost of the financial monitoring offered to plaintiffs, Plaintiffs  
26 submit that the value of the financial monitoring is \$12.95 per month, or \$310.80 for the  
27 total two-year period. Declaration of Jerry Thompson (“Thompson Decl.”) (Dkt. ¶ 83-  
28 3). As of June 24, 2025, there have been 209,033 claims submitted for financial

1 monitoring and the claims deadline has passed. Declaration of Steven Weisbrot  
2 (“Weisbrot Decl.”) ¶¶ 18-19 (Dkt. 92-2). Plaintiffs submit that the “the value of the  
3 Financial Monitoring to the Settlement Class is now estimated to be \$64,555,661.39  
4 (after deducting the cost of providing the Financial Monitoring services).” *Id.* Taking the  
5 209,033 claims multiplied by the \$310.80 individual value results in a total value of  
6 \$64,967,456.40. Taking the \$64,555,661.39 in net value from Plaintiffs, the Court is able  
7 to determine that the financial monitoring is estimated to cost \$411,795.01. To account  
8 for any possible overages and in the interests of being conservative for its analysis, the  
9 Court will round this amount to a cost of \$500,000.

10 Finally, the parties at the August 25, 2025 hearing submitted that they did not  
11 expect any funds to be deducted for tax purposes. Thus, the Court will not deduct  
12 anything from the settlement fund for tax purposes.

13 Taking the amounts above the Court concludes that the settlement fund will  
14 provide benefit of \$21,914,193.88 to the class.

## 15 **2. Remedial Efforts**

16 The Court next turns to the value of loanDepot’s remedial efforts. “Incidental or  
17 non-monetary benefits conferred by the litigation are relevant circumstances” that can be  
18 considered when ascertaining the value conferred upon a class by a settlement. *Vizcaino*  
19 *v. Microsoft Corp.*, 290 F.3d 1043, 1049 (9th Cir. 2002).

20 Here, loanDepot is estimated to have spent \$9,341,000.00 on remedial efforts  
21 “including but not limited to enhancements in data management, identity protection,  
22 cloud security and threat detection capabilities.” Settlement Agreement ¶ 86. The Court  
23 concludes that these remedial efforts likely rendered a substantial benefit on the class,  
24 but that equating a one-to-one spend to benefit ratio is improper. The Court  
25 conservatively estimates that 50% of the money spent by loanDepot benefited the class.  
26 Accordingly, the Court estimates that loanDepot’s remedial efforts have resulted in a  
27 \$4,670,500.00 benefit to class.  
28

1                                   **3. Financial Monitoring**

2                   As detailed above, Plaintiffs submit that the value of the financial monitoring  
3 offered to the class is worth \$64,555,661.39. Final Approval Mot. at 7. According to the  
4 calculations from above, the Court determined that this financial monitoring costs  
5 \$411,795.01. As the parties stated at the August 25, 2025 hearing, Plaintiffs received a  
6 bulk discount on their purchase of the financial monitoring. Thus, the discrepancy  
7 between the actual cost (with this discount) and the Plaintiffs’ estimated benefit  
8 demonstrates that Plaintiffs’ estimated benefit must be reduced by the Court.  
9 Accordingly, the Court conservatively discounts the value of the financial monitoring to  
10 be 25% of Plaintiffs’ initial claim. Twenty-five percent of \$64,555,661.39 is  
11 \$16,138,915.35 and the Court shall use this value for its analysis below.

12                                   **4. Total Value**

13                   Using the amounts from above the Court determines that the settlement has  
14 conferred a value of \$42,723,609.23 on the class.

15                                   **C. Crosscheck of the Lodestar Against the Benchmark**

16                   As to the third step of the analysis, the Court is to crosscheck the lodestar against  
17 the 25% percentage-of-recovery benchmark to ensure that fees are reasonable. As  
18 detailed above Plaintiffs seek \$7,500,000 in attorneys’ fees and reimbursement of  
19 \$57,346.40 for reasonable litigation costs and expenses. Attorneys’ Fees Mot. at 1. As  
20 analyzed above, the calculated monetary value of the settlement includes the value of all  
21 approved remedies claimed by the class while discounting the costs that will not direct  
22 go to the class’s benefit.

23                   Taking Plaintiffs’ request of \$7,500,000 for fees and \$57,346.40 in costs with the  
24 estimated benefit to the class of \$42,723,609.23 the Court determines that Plaintiffs’  
25 request seeks approximately 17.70% of the benefit to the class. Given that there are no  
26 objections to the attorneys’ fees request and that the requested amount is below the  
27 guiding 25% benchmark, the Court holds that the fee requested is reasonable. *See In re*  
28 *California Pizza Kitchen*, 129 F.4th at 679.

1 The Court thus concludes that Plaintiffs’ proposed lodestar multiplier of 2.11 is  
2 appropriate under the circumstances. Although the Court acknowledges the complexity  
3 of the issues involved, the contingent nature of the representation, and the favorable  
4 outcome achieved—the Ninth Circuit has made clear that the primary consideration is  
5 the benefit to the Class. *See Lowery*, 75 F.4th at 988. This case presents a unique posture  
6 and the Court recognizes the significant benefit that has been realized for the Class  
7 including the cash payments that will go to each claimant. Final Approval Mot. at 8. The  
8 Court commends Class Counsel for achieving a material benefit for the class members.

9 In sum, the Court holds the requested attorneys’ fees and costs reasonable.

#### 10 **D. Class Service Awards**

11 Plaintiffs also seek Service Awards of \$2,500 for each of the 20 class  
12 representatives. Final Approval Mot. at 10. “Service awards for class representatives are  
13 routinely provided to encourage individuals to undertake the responsibilities and risks of  
14 representing the class and recognize the time and effort spent in the case.” *In re Anthem,*  
15 *Inc. Data Breach Litig.*, 2018 WL 3960068, at \*30 (N.D. Cal. Aug. 17, 2018). Courts  
16 should evaluate the benefit the class has realized from the class representatives, among  
17 other factors, in determining whether a service award is appropriate. *Id.* \$2,500 is below  
18 the benchmark set for service awards within the Ninth Circuit. *Id.*

19 As detailed above, the Court determines that the class has obtained a substantial  
20 material benefit from Plaintiffs’ actions. As such, the Court concludes a service award is  
21 appropriate and given that the requested awards fall below the benchmark, the Court  
22 sees no issue with the sought awards. Accordingly, the Court approves Plaintiffs’  
23 request for service awards.

#### 24 **IV. Disposition**

25 For the foregoing reasons, the Court **GRANTS** Motion For Award of Attorneys’  
26 Fees, Costs, and Service Awards.

1 The Court **AWARDS** attorneys' fees in an amount of \$7,500,000, reimbursement  
2 of litigation costs and expenses in the amount of \$57,346.40, and Service Awards of  
3 \$2,500 for each of the 20 class representatives.

4  
5 DATED: August 25, 2025

*David O. Carter*

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7 DAVID O. CARTER  
8 UNITED STATES DISTRICT  
9 JUDGE