The Honorable Barbara J. Rothstein

UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF WASHINGTON
AT SEATTLE

In re Laboratory Services Cooperative Data Breach Litigation

Case No. 2:25-cv-00685-BJR

CLASS COUNSEL'S MOTION FOR ATTORNEYS' FEES, COSTS, AND SERVICE AWARDS

NOTING DATE: January 4, 2027

ORAL ARGUMENT REQUESTED

INTRODUCTION

In February 2026, after months of arm's-length negotiations, the parties reached a Settlement resolving this action. That Settlement—the product of Class Counsel's zealous efforts—established a $6,100,000 non-reversionary common fund for the Settlement Class. As compensation for their efforts, Class Counsel seek reasonable attorneys' fees in the amount of $1,830,000 and costs of $20,355.12. The requested fee is in line with the benchmark for fees in this district and is justified by the benefits secured for the Class, the substantial risks of litigating in this complex and evolving area of law, and the quality of work performed. Class

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Counsel also request $2,500 Service Awards for the named Plaintiffs for their efforts on behalf of the Class.

STATEMENT OF FACTS

In the interest of brevity and efficiency, Plaintiffs refer the Court to the Statement of Facts, Procedural History, and Settlement Terms in Plaintiffs' Unopposed Motion for Preliminary Approval of Class Action Settlement, Dkt. No. 46, as well as the Declaration of Cecily Jordan filed in support of that Motion, Dkt. No. 47, which set forth the facts and procedural history of this case. *See also* Order Granting Mot. for Preliminary Approval of Class Action Settlement, Dkt. No. 49.

Since this Court granted preliminary approval of the Settlement on July 27, 2026, Class Counsel have worked closely with Angeion, the Settlement Administrator, to ensure the Class Notice plan was carried out. *See* Decl. of Cecily C. Jordan in Supp. of Class Counsel's Mot. for Attorneys' Fees, Costs, and Service Awards ("Jordan Decl.") ¶ 7. Class Counsel anticipates further involvement with Angeion in the coming months to ensure the successful administration of the Settlement for the Class. *Id.* While the deadline to object or request exclusion is October 26, 2026, to date, the Settlement has been well received, with no requests for exclusion and no objections. *Id.* ¶ 8.

THE SETTLEMENT

The Settlement provides substantial relief to a class of approximately 1,430,000 individuals. It establishes a $6,100,000 Settlement Fund from which Settlement Class Members may claim reimbursement for ordinary Out-of-Pocket Losses or receive a Cash Award, along with the option to receive two years of free Medical Shield Complete medical and credit monitoring services. Dkt. No. 47-1, Settlement Agreement ("S.A.") ¶ 63. The Settlement Fund will also cover notice and settlement administration costs, as well as any awarded attorneys' fees, costs, and service awards. *Id.* ¶¶ 61, 64, 92, 94. The Settlement

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Agreement also requires Defendant to maintain and implement significant additional security measures to protect Class Members into the future. *Id.* ¶ 72.

ARGUMENT

It is well established that where counsel's work results in a benefit to a class, an award of reasonable attorneys' fees and costs is appropriate. *See Boeing Co. v. Van Gemert*, 444 U.S. 472, 478 (1980) ("[A] litigant or a lawyer who recovers a common fund . . . is entitled to a reasonable attorney's fee from the fund as a whole."). In deciding whether the requested fee is appropriate, the Court determines whether such amount is "fundamentally fair, adequate, and reasonable." *Staton v. Boeing Co.*, 327 F.3d 938, 963 (9th Cir. 2003) (quoting Fed. R. Civ. P. 23(e)).

I. The Court should apply the percentage-of-the-fund method.

Where counsel seek fees from a common fund, courts use one of two methods to determine whether the request is reasonable: "percentage-of-the-fund" or "lodestar/multiplier." *In re Mercury Interactive Corp. Sec. Litig.*, 618 F.3d 988, 992 (9th Cir. 2010). However, "the percentage method in common fund cases appears to be dominant" in the Ninth Circuit. *In re Omnivision Techs., Inc.*, 559 F. Supp. 2d 1036, 1046 (N.D. Cal. 2008); *Vizcaino v. Microsoft Corp.*, 290 F.3d 1043, 1050 (9th Cir. 2002) ("[T]he primary basis of the fee award remains the percentage method.").

The common fund doctrine rests on the understanding that attorneys should normally be paid by their clients. *See Boeing*, 444 U.S. at 478. Awarding fees from a common fund avoids "the unjust enrichment of [the class who] benefit[s] from the fund that is created, protected, or increased by the litigation and who otherwise would bear none of the litigation costs." *In re Facebook Biometric Info. Privacy Litig.*, 2022 WL 822923, at *1 (9th Cir. Mar. 17, 2022) (quotation omitted).

Courts prefer the percentage method over a lodestar approach where it is possible to ascertain the value of a common fund. *See In re Bluetooth Headset Prods. Liab. Litig.*, 654

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F.3d 935, 942 (9th Cir. 2011) ("Because the benefit to the class is easily quantified in common-fund settlements, we have allowed courts to award attorneys a percentage of the common fund in lieu of the often more time-consuming task of calculating the lodestar."); *Vizcaino v. Microsoft Corp.*, 290 F.3d 1043, 1050 (9th Cir. 2002) ("[T]he primary basis of the fee award remains the percentage method."); *Omnivision*, 559 F.Supp.2d at 1046.

By contrast, courts rely on the lodestar method when "there is no way to gauge the net value of the settlement or any percentage thereof." *Hanlon v. Chrysler Corp.*, 150 F.3d 1011, 1029 (9th Cir. 1998); *Bluetooth*, 654 F.3d at 941 (lodestar appropriate "where the relief sought—and obtained—is often primarily injunctive in nature and thus not easily monetized"). The percentage-of-the-fund approach also rewards efficiency. *Vizcaino*, 290 F.3d at 1050 n.5 (recognizing "that the lodestar method creates incentives for counsel to expend more hours than may be necessary on litigating a case so as to recover a reasonable fee, since the lodestar method does not reward early settlement."); *see also In re Activision Sec. Litig.*, 723 F. Supp. 1373, 1378 (N.D. Cal. 1989) (lodestar method may encourage "abuses such as unjustified work" contrary to "the stated purposes of proportionality, predictability and protection of the class").

Because the Parties negotiated a settlement resulting in a common fund in a fixed dollar amount, Class Counsel request that the Court use the percentage-of-the-fund method in determining attorneys' fees.

II. The requested fee amount is reasonable under the percentage-of-the-fund method.

Class Counsel's request for $1,830,000 in fees—which amounts to 30% of the fund in attorneys' fees—from the Settlement Fund is fair and reasonable. The Ninth Circuit has established a 25-percent benchmark as the "starting point" for analysis, *In re Online DVD Rental Antitrust Litig.*, 779 F.3d 934, 955 (9th Cir. 2015), but "[t]hat percentage amount can then be adjusted upward or downward depending on the circumstances of the case." *De Mira v. Heartland Emp't Serv., LLC*, 2014 WL 1026282, at *1 (N.D. Cal. Mar. 13, 2014). Courts

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have recognized that "in most common fund cases, the award exceeds th[e] benchmark." *Id.* (quoting *Omnivision*, 559 F. Supp. 2d at 1047); *see also Larsen v. Trader Joe's Co.*, 2014 WL 3404531, at *9 (N.D. Cal. July 11, 2014) (citing multiple cases awarding fees of up to 33.33%). Indeed, the mean percentage awarded in this district is 27%, and awards regularly exceed that percentage. *See Benson v. DoubleDown Interactive, LLC*, 2023 WL 3761929, at *2 (W.D. Wash. June 1, 2023) (awarding 29.3% fee); *Bolding v. Banner Bank*, 2024 WL 755903, at *2 (W.D. Wash. Feb. 23, 2024) ("[A] 33% fee is standard and reasonable for this type of contingency case."); *Brown v. Papa Murphy's Holdings Inc.*, 2022 WL 1303176, at * 2 (W.D. Wash. May 2, 2022) (awarding 31.5% and finding that "30% should be the benchmark"); *Davis v. Symetra Life Ins. Co.*, Case No. 2:21-cv-00533-KKE, Dkt. No. 150 at 8 (May 19, 2025) (granting motion for attorneys' fees and noting that "Class Counsel seek a fee based on a percentage (33 1/3 percent) that is common in contingent fee litigation and class actions.").

The Ninth Circuit asks district courts to "take into account all of the circumstances of the case" and "reach[] a reasonable percentage," *Vizcaino*, 290 F.3d at 1048, including "(1) the results achieved; (2) the risk of litigation; (3) the skill required and the quality of work; (4) the contingent nature of the fee and the financial burden carried by the plaintiffs; and (5) awards made in similar cases." *Omnivision*, 559 F. Supp. 2d at 1046. These factors support Class Counsel's requested fee.

A. Class Counsel achieved an excellent result for the Settlement Class.

In determining the amount of attorneys' fees to award, a court should examine "the degree of success obtained." *Hensley v. Eckerhart*, 461 U.S. 424, 436 (1983); *Omnivision*, 559 F.Supp.2d at 1046 ("The overall result and benefit to the class from the litigation is the most critical factor in granting a fee award."); Federal Judicial Center, *Manual for Complex Litigation* § 27.71 at 336 (4th ed. 2004) ("The fundamental focus is the result actually

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achieved for class members."). Here, the Settlement is a significant result for the Settlement Class. This litigation was contentious and involved a serious number of case-dispositive risks.

While Plaintiffs believe they have strong claims, they also understand that success is not guaranteed. Plaintiffs' chances of prevailing on the merits are uncertain—especially where significant unsettled questions of law and fact exist, which is common in data breach litigation. "Data breach litigation is evolving; there is no guarantee of the ultimate result." *Fox v. Iowa Health Sys*., 2021 WL 826741, at *5 (W.D. Wis. Mar. 4, 2021) (citing *Gordon v. Chipotle Mexican Grill, Inc*., 2019 WL 6972701, at *1 (D. Colo. Dec. 16, 2019) ("Data breach cases . . . are particularly risky, expensive, and complex.")). Data breach litigation is lengthy, complex, and difficult, and the fact that the case law is rapidly evolving means that outcomes are uncertain, and the expense of such litigation is high.

Here, the $6,100,000 Settlement Fund is an excellent result for the Settlement Class that avoids the uncertainty and risk presented by continued contested litigation. The monetary relief compares favorably to other data breach settlements. *See, e.g.*, *Nelson v. Bansley & Kiener, L.L.P.*, No. 2021CH06274, Dkt. No. 67 (Cir. Ct. Cook Cnty., Ill Nov. 29, 2022) (approving $900,000 fund in data breach settlement with 274,115 class members, for a per class member rate of $3.28); *Gaston v. FabFitFun, Inc.*, Case No. 2:20-cv-09534-RGK-E, 2021 WL 3362028, at *7 (C.D. Cal. 2021) (data breach case involving credit card information that resulted in a $625,000 settlement fund for 441,000 class members, totaling $1.42 per person); *In re Blackhawk Network Data Breach Litig.*, Case No. 3:22-cv-07084-CRB at Dkt. No. 59 (N.D. Cal. June 3, 2024) (approving $985,000 fund in data breach settlement with 162,115 settlement class members, for a per class member rate of $6.07); *see also Ikuseghan v. Multicare Health Sys.*, 2016 WL 4363198, at *2 (W.D. Wash. Aug. 16, 2016) (recognizing that a superior result warrants an upward adjustment to percentage awarded as attorneys' fees). This is an excellent result that avoids the uncertainty and risk presented by continued

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litigation, while providing the Class with immediate relief. This factor therefore supports the requested fee.

B. Plaintiffs faced significant risks in this Litigation.

The risk of non-recovery in a complicated case "is a significant factor in the award of fees." *Omnivision*, 559 F. Supp. 2d at 1046–47. This case involves a complicated and technical factual overlay and a well-represented Defendant. While Plaintiffs believe their case is strong, data breach cases carry substantial risks. *See, e.g.*, *In re Sonic Corp. Customer Data Sec. Breach Litig.*, 2019 WL 3773737, at *7 (N.D. Ohio Aug. 12, 2019) ("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 theoretically sound, the damages methodologies in this case remain untested in a disputed class certification setting. As with any data breach case, establishing causation on a class-wide basis has uncertainty.

If they were to proceed to litigate through trial, Plaintiffs would face risks in obtaining and maintaining certification of the class, which Defendant would likely oppose in the absence of a settlement. Thus, Plaintiffs "necessarily risk losing class action status" at any time following certification. *Grimm v. American Eagle Airlines, Inc.*, 2014 WL 12746376, at *10 (C.D. Cal. Sept. 24, 2014); *see Mazzei v. Money Store*, 829 F.3d 260, 265–67 (2d Cir. 2016) (class decertified after trial).

Each risk could have impeded the successful prosecution of these claims at trial, resulting in zero recovery for the Settlement Class. Thus, this factor supports the requested fee award.

C. Class Counsel are highly skilled attorneys experienced in data breach litigation.

The "prosecution and management of a complex national class action requires unique legal skills and abilities" relevant to determining a reasonable fee. *Omnivision*, 559 F. Supp. 2d at 1047 (citation omitted); *see also Vizcaino*, 290 F.3d at 1048 (reasoning that the

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complexity of the issues and skill and effort displayed by class counsel are among the relevant factors under the percentage approach).

Data breach class actions remain relatively uncharted, as none have gone to trial. Class Counsel are experienced litigators who have successfully prosecuted numerous large consumer class actions and other complex matters, including data breach cases. Their ability and relevant experience were critical to achieving the Settlement; each stage of this case required skill and a significant commitment of time and resources.

Courts also consider "the quality of opposing counsel as a measure of the skill required to litigate the case successfully." *In re Am. Apparel, Inc. S'holder Litig.*, 2014 WL 10212865, at *22 (C.D. Cal. July 28, 2014). Throughout the litigation, Class Counsel faced Troutman Pepper Locke LLP, a highly respected national law firm. *See DeStefano v. Zynga, Inc.*, 2016 WL 537946, at *17 (N.D. Cal. Feb. 11, 2016) ("The quality of opposing counsel is also relevant to the quality and skill that class counsel provided."). This factor supports Class Counsel's requested fee award.

D. Class Counsel faced substantial risk of non-payment and carried financial burdens litigating on a contingent basis.

The Ninth Circuit has confirmed that a fair fee award must include consideration of the contingent nature of the fee. *See, e.g.*, *Vizcaino*, 290 F.3d at 1050. Courts recognize that the public interest is served by rewarding attorneys who assume representation on a contingent basis with an enhanced fee to compensate them for the risk that they might be paid nothing at all for their work. *See, e.g.*, *In re Wash. Pub. Power Supply Sys. Sec. Litig.*, 19 F.3d 1291, 1299 (9th Cir. 1994) ("Contingent fees that may far exceed the market value of the services if rendered on a non-contingent basis are ... a legitimate way of assuring competent representation for plaintiffs who could not afford to pay on an hourly basis regardless whether they win or lose.").

Class Counsel litigated this case on a purely contingent basis, devoting resources to the prosecution of this matter and foregoing other opportunities, with no guarantee that they would

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be compensated for their time or reimbursed for their expenses. Jordan Decl. ¶ 12–15. Nevertheless, Class Counsel zealously advocated for Plaintiffs and the Settlement Class. To date, Class Counsel has received no compensation for their work on this case. Class Counsel's "substantial outlay" of both time and money, and the risk of no recovery, further supports the award of their requested fees. *Omnivision*, 559 F. Supp. 2d at 1047; *In re Infospace, Inc. Sec. Litig.*, 330 F. Supp. 2d 1203, 1212 (W.D. Wash. 2004) (noting "preclusion of other employment . . . due to acceptance of the case" is a factor to consider) (quotation omitted).

To date, Class Counsel have worked over 1,143 hours on this case, advanced $20,357.12 in expenses, and 1,032,673.50 in reasonable fees. Jordan Decl. ¶ 40. This outlay of time and resources on a purely contingent basis favors approval of the requested fee.

E. Fees awarded in comparable cases align with those requested here.

Comparing the requested fees to awards in similar cases highlights the reasonableness of this application. "[I]n most common fund cases, the award exceeds" the 25% benchmark. *Knight v. Red Door Salons, Inc.*, 2009 WL 248367, at *6 (N.D. Cal. Feb. 2, 2009); *see also*, *e.g.*, *Romero v. Producers Dairy Foods, Inc.*, 2007 WL 3492841, at *1, 4 (E.D. Cal. Nov. 14, 2007) (awarding 33% of common fund and noting that "fee awards in class actions average around one-third of the recovery"); *Hallman v. Wells Fargo Bank, N.A.*, 2021 WL 9567171, at *2 (W.D. Wash. June 10, 2021) (awarding 1/3 of settlement fund); *In re Atossa Genetics, Inc. Sec. Litig.*, 2018 WL 3546176, at *1 (W.D. Wash. July 20, 2018) (awarding 33.3% of common fund); *Goldiner v. Datex-Ohmeda Cash Balance Plan*, 2011 WL 13190205, at *1 (W.D. Wash. May 10, 2011) (awarding 1/3 of net settlement fund); *Pine v. A Place for Mom, Inc.*, No. 17-cv-1826-TSZ (W.D. Wash. Jan. 11, 2021) (Dkt. 174) (awarding 30% of total settlement fund); *Landin v. Hi-School Pharmacy Services, LLC*, No. 3:24-cv-05115 (W.D. Wash. May 23, 2025) (Dkt. 29) (awarding 30.8% of total settlement fund as attorneys' fees); *In re Pac. Enters. Secs. Litig.*, 47 F.3d 373, 379 (9th Cir. 1995) (affirming 33% award); *Syed v. M-I, L.L.C.*, 2017 WL 3190341, at *8 (E.D. Cal. July 27, 2017) (awarding 33.33% of

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common fund); *Dearaujo v. Regis Corp.*, 2017 WL 3116626, at *13 (E.D. Cal. July 21, 2017) (same); *Lee v. JPMorgan Chase & Co*., 2015 WL 12711659, at *8-9 (C.D. Cal. Apr. 28, 2015) (same). Accordingly, fee awards in comparable cases support this request.

III. A lodestar cross-check confirms the reasonableness of the requested fees.

The Ninth Circuit has encouraged, but not required, courts to conduct a lodestar cross-check when assessing the reasonableness of a percentage-based fee award. *See Bluetooth*, 654 F.3d at 944. The lodestar cross-check calculation need not entail "mathematical precision nor bean counting," and the Court may rely on summaries submitted by the attorneys rather than reviewing actual billing records. *Covillo v. Specialty's Café*, 2014 WL 954516, at *6 (N.D. Cal. Mar. 6, 2014) (internal citations omitted); *see also Bellinghausen v. Tractor Supply Co.*, 306 F.R.D. 245, 264 (N.D. Cal. 2015) (accepting sworn declarations submitted by counsel). The first step in the lodestar method is to multiply the number of hours counsel reasonably expended on the litigation by a reasonable hourly rate. *Hanlon*, 150 F.3d at 1029. At that point, "the resulting figure may be adjusted upward or downward to account for several factors including the quality of the representation, the benefit obtained for the class, the complexity and novelty of the issues presented, and the risk of nonpayment." *Id*.; *see also Bluetooth*, 654 F.3d at 942. The lodestar-crosscheck confirms the propriety of the requested fee here.

A. Class Counsel's lodestar is reasonable.

To date, Class Counsel devoted more than 1,147 hours to the investigation, litigation, and resolution of this case, incurring $1,032,673.50 in lodestar at counsel's current hourly rates. Jordan Decl. ¶ 40.[1] Counsel's time was spent investigating the claims, conducting

[1] Class Counsel's efforts to secure a timely settlement before expending even more lodestar further support the fee. *See, e.g.*, *Pelletz v. Weyerhaeuser Co.*, 255 F.R.D. 537, 539 (W.D. Wash. 2009) (approving settlement reached after thorough pre-filing negotiations); *Vizcaino*, 290 F.3d at 1050, n.5 (noting "it may be a relevant circumstance that counsel achieved a timely result for class members in need of immediate relief").

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informal discovery in advance of mediation, researching and analyzing legal issues, conducting targeted discovery regarding Defendant's data systems and Defendants' financial ability to pay, analyzing issues related to protecting the privacy interests of the class, and engaging in settlement negotiations. *Id.* ¶ 9. Class Counsel anticipate spending additional time on the Motion for Final Approval and related Final Approval Hearing. And even after final approval, Class Counsel's efforts and time in this case will continue, as Class Counsel continues to oversee the administration of the settlement, respond to inquiries from Class Members, and work with Angeion for the distribution of payments to class members. *Id.* ¶ 18; *see also In re Volkswagen "Clean Diesel" Mktg., Sales Practices, & Prod. Liab. Litig.*, 2017 WL 1047834, at *5 (N.D. Cal. Mar. 17, 2017) (in conducting lodestar cross-check, including hours for reasonably anticipated future work). That is time spent and invested on behalf of the Settlement Class that could have been spent on less risky cases, where liability or damages were more certain, or where the claims had been advanced by a government investigation or public admissions—none of which was present here. Jordan Decl. ¶ 13. Class Counsel prosecuted the claims at issue efficiently and effectively, making every effort to prevent the duplication of work. *Id.* ¶ 9.

B. A multiplier is warranted.

The fee requested by Class Counsel reflects a reasonable multiplier—before filing and arguing the motion for final approval and before overseeing the administration and distribution of claims—of 1.77, which will continue to go down with the additional hours Class Counsel will spend up to and after final approval. Multipliers in the Ninth Circuit have ranged from 0.6 to 19.6. *Vizcaino*, 290 F.3d at 1050–51 & n.6 (upholding 3.65 multiplier); *Infospace*, 330 F. Supp. 2d 1216 (3.5 multiplier); *Steiner v. Am. Broad. Co, Inc.*, 248 F. App'x. 780, 783 (9th Cir. 2007) (finding 6.85 multiplier to be "well within the range of multipliers that courts have allowed"); *Craft v. Cnty. of San Bernardino*, 624 F. Supp. 2d 1113, 1123 (C.D. Cal. 2008) (5.2 multiplier).

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Courts in the Ninth Circuit use similar factors when analyzing a lodestar cross-check. *See Hanlon*, 150 F.3d at 1029. As discussed above, the factors outlined favor this request. A 1.77 multiplier is in line with multipliers awarded in the Ninth Circuit, and the lodestar cross-check thus supports the requested fee.

IV. Class Counsel's expenses are reasonable.

Under well-settled law, Class Counsel are entitled to reimbursement of the expenses reasonably incurred investigating and prosecuting this matter. *Mills v. Electric Auto-Lite Co.*, 396 U.S. 375, 391-92 (1970). Under the Settlement, Class Counsel may seek reimbursement from the Settlement Fund of all costs and expenses actually incurred, S.A. ¶ 92, but Class Counsel have chosen to pursue a combined fee and expense award. To date, Class Counsel have incurred $20,357.12 in unreimbursed litigation costs, which may be updated at final approval. *See* Jordan Decl. ¶ 40. The expenses for which Class Counsel seek reimbursement were reasonably necessary for the continued prosecution and resolution of this litigation and were incurred by Class Counsel for the benefit of the Class with no guarantee that they would be reimbursed. They are reasonable in amount, and the Court should approve their reimbursement.

V. The requested service awards are reasonable.

Service awards compensate named plaintiffs for work done on behalf of the class, account for financial and reputational risks associated with litigation, and promote the public policy of encouraging plaintiffs to undertake the responsibility of representative lawsuits. *See Rodriguez v. West Publishing Corp.*, 563 F.3d 948, 958–59 (9th Cir. 2009); *Hartless v. Clorox Co.*, 273 F.R.D. 630, 646–47 (S.D. Cal. 2011) ("Incentive awards are fairly typical in class actions."). The Settlement is not contingent on the Court's granting of such an award.

The requested service awards—$2,500 each for the two named Plaintiffs—are modest under the circumstances and in line with awards approved in Washington and elsewhere. *See Pelletz v. Weyerhaeuser Co.*, 592 F.Supp.2d 1322, 1329–30 & n.9 (W.D. Wash. 2009)

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(approving $7,500 service awards and collecting decisions approving awards ranging from $5,000 to $40,000); *Reed v. Light & Wonder, Inc.*, 2022 WL 3348217, at *2 (W.D. Wash. Aug. 12, 2022) (approving incentive awards of $10,000 and $2,500). These awards will compensate Plaintiffs for their time and effort serving as the proposed class representatives, reviewing pleadings, keeping abreast of the litigation, and reviewing and approving the proposed settlement terms after consulting with Class Counsel. Indeed, without Plaintiffs litigating this matter, the Class would not have been able to recover anything.

CONCLUSION

Class Counsel respectfully request the Court award the requested attorneys' fees, expense reimbursement, and service awards. In advance of the Final Approval Hearing on January 4, 2027, Class Counsel will submit a proposed order and final judgment that, among other things, grants this motion, so that any feedback from class members may be addressed.

I certify that this memorandum contains 3,988 words in accordance with the Local Civil Rules.

DATED this 21st day of September, 2026.

Respectfully submitted,

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