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**CLASS COUNSEL'S PETITION FOR ATTORNEY'S FEES AND COSTS**

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### **Summary of Relief Sought**

Class Counsel have worked diligently for nearly four years, and have spent close to 2,500 hours, prosecuting the claims in these consolidated class actions.<sup>1</sup> Through their efforts, Class Counsel have now obtained a highly favorable, state-wide class settlement in which Defendants Middlesex Water Company (“Middlesex”) and 3M Company have agreed to create a **\$4.9 million, non-reversionary common fund** to compensate and reimburse customers who received a notice from Middlesex in 2021 stating that Middlesex had violated a drinking water standard for Perfluorooctanoic acid (“PFOA”), a compound previously manufactured by 3M Company, and incurred damages as a result thereof.<sup>2</sup>

Under the terms of the proposed Settlement, each Settlement Class member who completes a claim form will be eligible to receive a cash benefit of \$50, which may be increased after *pro rata* adjustment based the number and type of submitted Eligible Claims. Additionally, Settlement Class members who submit Claim Forms and appropriate proofs of any “Qualified Expenses” will be eligible for a full reimbursement of those expenses up to \$2,500, provided those purchases occurred prior to April 8, 2023 and were made as a result of receiving from Middlesex the PFOA violation notices at issue in this lawsuit.<sup>3</sup>

In obtaining this extraordinary result, Class Counsel provided the highest level of service and expended significant attorneys’ hours and costs prosecuting, litigating, and negotiating a

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<sup>1</sup> If finally approved, the settlement will resolve two pending class actions which have been consolidated for settlement purposes with the filing of the Third Amended Class Action Complaint: Vera, et al. v. Middlesex Water Co., No. MID-L-6306-21 (N.J. Super. Ct., Middlesex Cnty.) (“Vera”) and Lonsk v. Middlesex Water Co. & 3M Co., No. 21-cv-19808 (D.N.J.) (“Lonsk”).

<sup>2</sup> This Court preliminarily approved the Settlement on May 13, 2025.

<sup>3</sup> Pursuant to the proposed settlement, “Qualified Expenses” consist of the purchase of bottled water, water filters or filtration devices, doctor visits, and/or blood tests for PFAS exposure.

class settlement in these two cases over the course of nearly four years. As set forth in detail in Plaintiffs' Unopposed Motion for Final Approval of Class Settlement (the "Final Approval Motion"), Class Counsel, inter alia:

- Thoroughly investigated the New Jersey drinking water standards for PFOA and Middlesex's alleged violations thereof, specifically including the cause and extent of such violations, the persons affected thereby, and Defendant Middlesex's dissemination of form notices to its customers informing them of such violations;
- Signed up and vetted eight (8) clients to serve as named plaintiffs in two separate class action litigations against Defendants, and interviewed numerous other members of the proposed (approximately) 64,000-member Settlement Class;
- Filed two putative class actions in New Jersey state and federal court: Vera, et al. v. Middlesex Water Co., No. MID-L-6306-21 (N.J. Super. Ct., Middlesex Cnty.) ("Vera") and Lonsk v. Middlesex Water Co. and 3M Co., No. 21-cv-19808 (D.N.J.) ("Lonsk");
- Filed an expedited motion for an order to show cause in the Vera case, which, after briefing and a full evidentiary hearing, resulted in a stipulation and consent order requiring Middlesex to shut down the source of its PFOA contamination pending the completion of a treatment facility intended to mitigate such contamination, and to continue to monitor its water for PFOA and provide Class Counsel with regular, contemporaneous results thereof;
- Won a contested motion for class certification in the Vera case, which resulted in the certification of a class of Middlesex customers who received the form notices from Defendant Middlesex, as well as multiple subclasses;
- Defeated a motion to dismiss by Defendant Middlesex in the Vera case, and motions to dismiss by both Defendants Middlesex and 3M in the Lonsk case (see, e.g., Lonsk v. Middlesex Water Co., 2022 WL 16552921 (D.N.J. Oct. 31, 2022));
- Defeated Defendant Middlesex's attempt to remove the Vera case to federal court;
- Won a motion to compel discovery in the Vera case; and
- Participated in a full-day mediation session before former federal magistrate judge Hon. Joel Schneider (Ret.), followed by several months of arms-length settlement negotiations, which ultimately resulted in the proposed class settlement for which approval is now sought.

In sum, Class Counsel spent significant time and effort over the past four years to prosecute these two cases to a highly successful conclusion – a \$4.9 million, non-reversionary

statewide class settlement that provides approximately 64,000 class members with a \$50 cash payment simply for completing a claim form (which payment is eligible to be increased based on the number and type of claims filed), as well as the full reimbursement of any and all out-of-pocket expenses (up to \$2,500) incurred as a result of Defendants' alleged unlawful actions upon the submission of appropriate proofs. These successes achieved by Class Counsel, and the ultimate results obtained, are nothing short of exceptional. This outcome could not have been realized but for the extraordinary time and effort invested by Class Counsel.

Despite this, neither Plaintiffs nor any class member has paid any fees whatsoever to Class Counsel. Plaintiffs were not even charged a consultation fee. Nor did Plaintiffs pay any costs, all of which were advanced by counsel. Rather, Class Counsel brought this matter entirely on a contingent basis, with no guarantee of any recovery for the time they invested in this case or even for reimbursement of their costs (which were \$15,456.09 here) unless they prevailed. Class Counsel now seek an award of attorneys' fees and costs of \$1,648,626.09, comprised of attorneys' fees in the amount of \$1,633,170 (i.e., 33.33% of the \$4.9 million Settlement Fund) plus a reimbursement of Class Counsel's actual costs of \$15,456.09.<sup>4</sup>

Throughout this litigation, Class Counsel have sought to put Plaintiffs and the class first and worried about getting paid later. Pursuant to Class Counsel's usual practice, which is the preferred practice recommended by the Manual for Complex Litigation and case law, there was no simultaneous negotiation of class relief and attorneys' fees in this matter. Rather, substantive relief for the Settlement Class was negotiated first, and only after Defendants agreed to provide that relief did the parties negotiate attorneys' fees and costs. *See* Settlement § XII.J. The

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<sup>4</sup> Plaintiffs also seek reimbursement from the Settlement Fund of all reasonable Administrative Costs incurred by the Settlement Administrator, in accordance with the terms of the Settlement Agreement. Plaintiffs will submit a final estimate of such costs at least seven days prior to the Final Approval Hearing.

Settlement allows Class Counsel to seek an award of attorneys' fees equal to 33.33% of the common fund, as well as Class Counsel's actual litigation costs, subject to Court approval. *See* Settlement § XII.A. For the following reasons, it is submitted that the requested award of attorneys' fees and costs of \$1,648,626.09 is highly reasonable and should be approved.

**I. NO CLASS MEMBER HAS OBJECTED TO THE PROPOSED AWARD OF ATTORNEYS' FEES OR COSTS.**

Significantly, to date, despite the mailing of the nearly 55,000 Class Notices to the Settlement Class, not a single member of the Class has objected to the Settlement. The lack of any objections by class members to a requested award of attorneys' fees and costs is a factor that weighs heavily in favor of approving the proposed award. See *Bredbenner v. Liberty Travel, Inc.*, 2011 WL 1344745, \*20 (D.N.J. 2011) (“**The absence of any objection weighs in favor of the fee request.**”); *Chemi v. Champion Mortg.*, 2009 WL 1470429, \*11 (D.N.J. 2009) (“**This absence of objections weighs in favor of Plaintiffs' request.**”); *In re Remeron Direct Purchaser Antitrust Litig.*, 2005 WL 3008808, \*13 (D.N.J. 2005) (“**The lack of objections from the Class supports the reasonableness of the fee request.**”); *Meijer, Inc. v. 3M*, 2006 U.S. Dist. LEXIS 56744, \*68 (E.D. Pa. Aug. 14, 2006) (“**The Court finds that this total absence of objections to the requested fees weighs in favor of approval.**”); *In re Linerboard Antitrust Litig.*, 2004 WL 1221350, \*5 (E.D. Pa. June 2, 2004) (“**The absence of objections supports approval of the Fee Petition.**”); *In re Rent-Way Sec. Litig.*, 305 F. Supp. 2d 491, 514 (W.D. Pa. 2003) (“**The absence of substantial objections by other class members to the fee application supports the reasonableness of Lead Counsel's request**”); *Elkins v. Equitable Life Ins. Co.*, 1998 U.S. Dist. LEXIS 1557, \*105 (M.D. Fla. Jan. 27, 1998) (“**The lack of objections is itself important evidence that the requested fees are fair.**”).

In the case at bar, the form of class notice approved by the Court and distributed directly to the class specifically advised class members of the fact that Class Counsel would seek an award of attorneys' fees up to \$1,633,170, plus expenses, as well as all other aspects of the proposed Settlement. Despite this, **no class member** has objected either to the settlement as a whole, or to Class Counsel's request for fees and costs. As indicated by the above-referenced cases, this factor strongly weighs in favor of approval of this fee request.

**II. THE PROPOSED AWARD OF ATTORNEYS' FEES AND COSTS WAS NEGOTIATED AT ARM'S LENGTH, ONLY AFTER SUBSTANTIVE RELIEF FOR THE CLASS HAD ALREADY BEEN AGREED UPON.**

As noted previously, pursuant to their usual practice, Class Counsel did not negotiate the issue of attorneys' fees until **after** agreement had already been reached by the parties on the substantive relief for the class. This practice guarantees that the interests of the class are placed first – as they should be – and that the issue of attorneys' fees is a secondary consideration. See *Munoz v. Ariz. State Univ.*, 80 F.R.D. 670, 671-72 (D. Ariz. 1978) (“**Attorneys fees are subsidiary to the issue of settlement and should be considered subsequent to reaching a tentative settlement by the parties.**”); see also Manual for Complex Litigation Fourth § 21.7 (2004) (recommending against simultaneous negotiation of class relief and attorney fees).

These two cases were vigorously litigated for nearly four years, with Class Counsel performing a thorough investigation of the underlying facts and law, interviewing Plaintiffs and numerous class members, and filing multiple pleadings and briefs. Class Counsel also served written discovery on Defendants, which Defendants answered (in part), thereby enabling Class Counsel to develop (in conjunction with the aforementioned investigation and interviews) a comprehensive understanding of the strengths and weaknesses of Plaintiffs' claims. These hotly-contested litigations, involving thousands of pages of pleadings, briefing, and discovery,

eventually led to similarly-contentious, class-wide mediation and arms-length settlement negotiations, and ultimately agreement, on the substantive relief to the class.

Only after such agreement was reached did the parties conduct separate, arms-length bargaining regarding the payment of attorneys' fees and costs. The Settlement Agreement provides that Class Counsel shall petition the Court for an award of attorneys' fees not to exceed \$1,633,170, an amount equal to 33.33% of the \$4.9 million Settlement Fund, plus Class Counsel's actual litigation costs, equal to \$15,456.09. Pursuant to the Settlement, Class Counsel have agreed to accept this amount – \$1,648,626.09 in combined fees and costs – and Defendants have agreed to pay it, subject to Court approval. These facts underscore the reasonableness of Counsel's request for fees and costs.

**III. THE REQUEST FOR AN AWARD OF ATTORNEYS' FEES OF 33.33% OF THE SETTLEMENT FUND PLUS COSTS IS WELL WITHIN THE RANGE ROUTINELY AWARDED IN CLASS ACTIONS.**

Class Counsel's petition for attorneys' fees and costs should be approved here because of the time and effort spent by Class Counsel, the quality and results of those efforts, the complexity of the litigation, the contingent nature of the fee, and because of the Settlement Class's overwhelmingly positive reaction to the Settlement with not a single objection.

Additionally, the one-third contingent fee award sought here is well within the typical range of attorneys' fees awarded in class actions where the recovery will be paid out of a common settlement fund. See, e.g., Reinhart v. Lucent Techs., Inc., 327 F. Supp. 2d 426, 439 (D.N.J. 2004) (“**[M]ore than twenty relatively recent class action decisions in the Third Circuit reflect fee awards between 30% and 33.33%**”); In re Ravisent Techs., Inc. Sec. Litig., 2005 U.S. Dist. LEXIS 6680, 2005 WL 906361, \*11 (E.D. Pa. Apr. 18, 2005) (“**[C]ourts within th[e Third Circuit] have typically awarded attorneys' fees of 30% to 35% of the recovery,**

plus expenses.”); Camden I Condo. Ass’n v. Dunkle, 946 F.2d 768 (11th Cir. 1991) (“**The majority of common fund fee awards fall between 30% to 33% of the fund**”); see also 4 Herbert B. Newberg & Alba Conte, Newberg on Class Actions § 14:6 (4th ed. 2006) (“**In the normal range of common fund recoveries in securities and antitrust suits, common fee awards fall in the 33 percent range.**”); Alba Conte, Attorneys Fee Awards § 2.07 at 48 (2d ed. 1995) (noting that one-third of the recovery is considered standard in a contingency fee agreement).

Moreover, in numerous recent unpublished opinions in New Jersey class actions involving Class Counsel herein, various New Jersey state and federal courts have awarded attorneys’ fees and/or costs which approximately equal the percentage sought here. See, e.g., Esposito, et al. v. Cellco P’ship, Dkt. No. MID-L-006360-23 (Viscomi, J.S.C.) (**court approved combined attorneys’ fees and costs equal to 33.3% of \$100 million settlement fund, finding that the award was “reasonable, appropriate, and well within the typical range of attorneys’ fees awarded in a class action”**); Seale, et al. v. Altice USA, Inc., et al., Dkt. No. MER-L-618-23 (McLaughlin, J.S.C.) (**court approved attorneys’ fees and costs equal to 33.33% of \$15 million settlement fund, finding that the award was “reasonable, appropriate, and well within the typical range of attorneys’ fees awarded in a class action”**); Bratton v. Mavis Tire Supply, LLC, Dkt. No. BUR-L-1085-21 (Ferrelli, J.S.C.) (**court approved attorneys’ fee award of 33.33% of \$650,000 settlement fund, plus \$5,685.84 in costs, finding that the award was “reasonable, appropriate, and well within the typical range of attorneys’ fees awarded in a class action”**); Grillo v. RCN Telecom Servs., LLC, et al., Dkt. No. MER-L-1319-22 (Walcott-Henderson, P.J. Ch.) (**court approved fee award of 33.33% of \$11.5 million settlement fund, plus costs, specifically finding award to be “fair**

**and reasonable”); Reid v. RCN Telecom Servs., LLC, et al., Dkt. No. MER-L-315-22 (Hurd, P.J. Cv.) (court approved fee award of 33.33% of \$6.65 million settlement fund, plus \$5,310.00 in costs); Bratton Law, LLC v. Mercer Cnty., et al., Dkt. No. MER-L-1017-20 (Hurd, P.J. Cv.) (court approved fee award of 33.33% of \$711,920.90 common fund); Pearson v. Cape May Cnty., et al., Dkt. No. CPM-L-63-20 (Pickering, J.S.C.) (court approved fee award of 33.33% of \$62,798 settlement fund); Leone v. Homeserve USA Corp., et al., Dkt. No. GLO-L-1199-19 (Eastlack, J.S.C.) (court approved fee award of 33.33% of \$1.175 million settlement fund); Wood v. Ocean Cnty., et al., Dkt. No. OCN-L-1726-19 (Wellerson, P.J. Cv.) (court approved fee award of 33.33% of \$296,756 settlement fund); Pearson v. Camden Cnty., et al., Dkt. No. CAM-L-2715-19 (Pugliese, P.J. Cv.) (court approved fee award of 33.33% of \$250,000 settlement fund); Neidle, et al. v. Acme Trading Exped., LLC, et al., Dkt. No. CAM-L-3026-18 (Polansky, P.J. Cv.) (court approved fee award of 33.33% of \$450,000 settlement fund); Blasini v. Weichert S. Jersey, Inc., Dkt. No. BUR-L-736-11 (Suter, J.S.C.) (court approved fee award of 33.33% of \$525,000 settlement fund); Blasini v. Prudential Fox & Roach, Dkt. No. BUR-L-989-11 (Crook, J.S.C.) (court approved fee award of 33.33% of common fund class settlement); Staub v. Hoeganaes, Dkt. No. BUR-L-2080-03 (Bell, J.S.C.) (court awarded fee equal to 33.33% of \$1.4 million settlement fund); Felderstein v. Orleans, Dkt. No. BUR-L-479-02 (court approved 33.33% of \$345,000 settlement fund); Melnick v. Orleans, Dkt. No. BUR-L-152-01 (court approved fee award of 33.33% of \$1.4 million settlement fund); Manopla, et al. v. Home Depot USA, Inc., et al., Civil Action No. 3:15-cv-01120-PGS-TJB (D.N.J.) (Sheridan, U.S.D.J.) (court awarded fee of 33.33% of \$4.3 million TCPA class action settlement fund); Telliho v. Am. Traffic Solutions, Civil Action No. 3:12-cv-4800-SGS (D.N.J.) (Sheridan, U.S.D.J.) (court awarded fee of 33.33% of \$4.2 million**

**settlement fund regarding New Jersey red light cameras); Anderson v. Redflex, Civil Action No. 3:12-cv-5198 (D.N.J.) (Sheridan, U.S.D.J.) (court awarded fee of 33.33% of \$2.1 million settlement fund); Bernhard v. TD Bank, Civil Action No. 08-4392-RBK-AMD (D.N.J.) (Simandle, U.S.D.J.) (court awarded 33.33% of settlement fund in attorneys' fees); Kaufmann v. Commerce Bancorp., Civil Action No. 06-cv-4664-RBK-RMD (D.N.J.) (Kugler, U.S.D.J.) (court awarded 33.33% of settlement fund in attorneys' fees); Arnold, et al. v. Ambassadors Int'l, Inc., et al., Civil Action No. 01-CV-2020 (RBK) (D.N.J.) (court awarded 33.33% of settlement fund in attorneys' fees).**

Indeed, numerous courts have awarded a far higher percentage of class action settlement funds in attorneys' fees and costs. See, e.g., In re Warner Comm'ns Sec. Litig., 618 F. Supp. 735, 749 (S.D.N.Y. 1985), aff'd, 798 F.2d 35 (2d Cir. 1986) (class action fee awards from a common fund can range as high as 50%); In re SmithKline Beckman Corp. Sec. Litig., 751 F. Supp 525, 533 (E.D. Pa. 1990) (noting courts have allowed attorney compensation of 45% of the settlement fund); Sala v. Nat'l R.R. Passenger Corp., 128 F.R.D. 210, 214 (E.D. Pa. 1989) (attorney fee awards in common fund cases can be as high as 45%); Sharp v. Coopers & Lybrand In re Ampicillin Antitrust Litig., 526 F. Supp. 494 (D.D.C. 1981) (fee of 45% of fund approved); see also Newberg on Class Actions, (2nd ed. 1985), §14.03 (the upper limit on common fund fee awards is around 50%).

The above-cited authority supports Class Counsel's request for an award of attorneys' fees equal to 33.33% of the \$4.9 million Settlement Fund obtained for the class, plus actual litigation costs. Additionally, the reasonableness of Class Counsel's fee request is underscored by the exceptional Settlement result here, which provides every Settlement Class member with the opportunity to obtain a tangible benefit that includes a significant portion – if not the entirety

– of the relief requested in Plaintiffs’ complaint: namely, a flat \$50 monetary payment,<sup>5</sup> plus (subject to appropriate proof) a full cash refund of any and all out-of-pocket expenses incurred as a result of Defendants’ alleged unlawful conduct, up to \$2,500.

Also, at least in part because of this litigation and Plaintiffs’ Application for an Order to Show Cause, Defendant Middlesex shut down (and continued to not activate) the source of the complained-of PFOA contamination, and it has now completed a treatment facility intended to mitigate or extinguish altogether any possible PFOA contamination in the future. Thus, Class Counsel have accomplished all the goals of this litigation – ensuring the remediation of Defendants’ alleged violations of the PFOA drinking water standards and obtaining reimbursement of out-of-pocket expenses incurred by the Class as a result thereof. Obtaining such a favorable result at this stage of the litigation, rather than after many more years of hard-fought litigation, discovery, motion practice, trial, and multiple appeals, with zero additional risk to the Class, is simply an outstanding outcome.

Based on the foregoing, Class Counsel submits that the requested award of \$1,648,626.09, comprised of attorneys’ fees in the amount of \$1,633,170 (33.33% of the \$4.9 million Settlement Fund) plus \$15,456.09 in actual litigation costs, is extremely reasonable in light of the above-cited authority and the significant monetary and injunctive benefits recovered for the Class.<sup>6</sup>

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<sup>5</sup> Again, this amount may ultimately be higher depending on the number of Eligible Claimants and the amount of Qualified Expenses properly submitted.

<sup>6</sup> It should also be noted that potential claims for personal injuries stemming from PFOA are expressly excluded from the proposed release in the Settlement.

**IV. ALTERNATIVE METHODS USED BY COURTS TO CALCULATE FEE AWARDS IN CLASS ACTIONS CONFIRM THE REASONABLENESS OF THE FEE REQUESTED HERE.**

The above-cited authorities establish that in this common fund class settlement, the Court should approve as reasonable the requested contingent fee award of 33.33% of the \$4.9 million Settlement Fund plus actual litigation costs, and that no further analysis is necessary.

Nevertheless, a comparison of the fees and costs requested here to the amount of attorneys' fees and costs that could potentially be awarded under other methods used by certain federal courts to calculate attorneys' fees in fee-shifting and other cases further underscores the reasonableness of the requested award. Specifically, the requested contingent fee falls squarely within the range of reasonableness recognized by federal courts when performing a lodestar "cross-check" (*i.e.*, all the hours spent by Class Counsel litigating the matter, multiplied by counsel's hourly rates).

Moreover, Class Counsel's unadjusted lodestar, which is based on their standard hourly rates, is further confirmed by hourly rates accepted as standard by federal courts in matters taken on a contingent basis. Again, although unnecessary for approval here, these comparisons further confirm the reasonableness of Class Counsel's fee request.

**A. A Lodestar Cross Check Confirms the Reasonableness of the Requested Fee.**

New Jersey state courts do not require that a contingent fee award which is based solely on a percentage of a common fund – such as the fee award requested here – be compared to or "cross-checked" with Class Counsel's lodestar. In contrast, federal courts frequently compare a fee request that is based on a percentage of a common fund to counsel's lodestar to confirm its reasonableness. Here, a cross-check of the requested one-third contingent fee with Class Counsel's lodestar further highlights the reasonableness of Counsel's fee request.

When a federal court considers the reasonableness of a fee award based on the percentage of a common fund, the Third Circuit has **“suggested it is ‘sensible’ for district courts to ‘cross-check’ the percentage fee award against the ‘lodestar method.’”** In re Rite Aid Corp. Secs. Litig., 396 F.3d 294, 307 (3d Cir. 2005) (citing In re Prudential, 148 F. 3d 283, 333 (3d Cir. 1998)). A lodestar calculation is **“strongly presumed”** to yield a reasonable fee. Washington v. Phila. Cty. Court of Common Pleas, 89 F.3d 1031, 1035 (3d Cir. 1996) (citing City of Burlington v. Dague, 505 U.S. 557 (1992)). The Third Circuit has made clear that there is no **“pre-defined”** range of reasonableness between the award and counsel’s lodestar, and a court’s analysis of the lodestar **“entails neither mathematical precision nor bean counting.”** In re Rite Aid, 396 F.3d at 306. Moreover, even in federal court the lodestar cross-check does not **“trump the primary reliance on the percentage of common fund method,”** and federal courts may rely on an abridged lodestar or summaries in reviewing counsel’s hours. Id. at 305-306.

Additionally, a federal court may apply to a lodestar calculation a multiplier to account for the risks of non-recovery, as an incentive for counsel to undertake socially-beneficial litigation, or as an award for an extraordinary result. Federal courts in the Third Circuit have noted that **“[m]ultiples ranging from one to four are frequently awarded in common fund cases when the lodestar method is applied.”** In re Prudential, 148 F.3d at 341. Indeed, in practice, federal courts in the Third Circuit frequently award fees which result in multipliers ranging from one to four. See, e.g., In re Merck & Co., Inc. Vytarin ERISA Litig., 2010 WL 547613, at \*13 (D.N.J. Feb. 9, 2010) (**“multiples ranging from one to four are frequently awarded in common fund cases when the lodestar method is applied”**) (citing In re Diet Drugs Prods. Liab. Litig., 582 F.3d 524, 545 n.41 (3d Cir. 2009)); 3 Herbert Newberg & Alba Conte, Newberg on Class Litigations, § 14.03 at 14-5 (3d ed. 1992) (same); see also, e.g., In re

Rite Aid Corp. Sec. Litig., 362 F. Supp. 2d 587, 589 (E.D. Pa. 2005) (approving multiplier of 6.96); Meijer v. 3M, 2006 WL 2382718, at \*24 (E.D. Pa. Aug. 14, 2006) (approving a 4.77 multiplier); Nichols v. SmithKline Beecham Corp., 2005 U.S. Dist. LEXIS 7061, 2005 WL 950616, at \*24 (E.D. Pa. Apr. 22, 2005) (3.15 multiplier); Caracallo v. Mass. Mut. Life Ins. Co., 226 F.R.D. 207, 256 (D.N.J. 2005) (approving 2.83 multiplier); In re Cendant Corp., 232 F. Supp. 2d 327 (D.N.J. 2002) (approving 2.59 multiplier as “reasonable”).

Here, as of July 15, 2025, Class Counsel had expended over 2,450 attorney and support staff hours on this matter. See Accompanying Declaration of Stephen P. DeNittis, Esq. (“DeNittis Decl.”) at ¶ 14-16. See also Chart A, below. Again, this work included, inter alia, investigating Defendants’ conduct and the alleged violations of the New Jersey PFOA drinking water standard; interviewing Plaintiffs and class members and vetting their claims; drafting and filing Plaintiffs’ initial and amended class complaints; prevailing on an emergent motion to stop Defendant Middlesex’s complained-of PFOA violations; defeating three motions to dismiss filed by Defendants; winning a contested class certification motion; defeating Defendant Middlesex’s removal petition; and mediating and negotiating this class settlement for which approval is now sought.

If the hours worked by Class Counsel were billed at their usual hourly rates for complex litigation – rates which have historically been approved as fair and reasonable by dozens of state and federal courts, in New Jersey and elsewhere – Class Counsel’s raw, unadjusted lodestar would be \$1,695,529.50. See DeNittis Decl. at ¶ 18; Chart A.

**Chart A**

<b>FIRM/TIMEKEEPER</b>	<b>TITLE</b>	<b>RATE</b>	<b>HOURS</b>	<b>LODESTAR</b>
<b>DENITTIS OSEFCHEN PRINCE</b>				
STEPHEN DENITTIS	Partner	\$650.00	405.7	\$263,705.00
JOSEPH OSEFCHEN	Partner	\$650.00	431.6	\$280,540.00
SHANE PRINCE	Partner	\$650.00	346.9	\$225,485.00
DAWN FARLEY	Paralegal	\$150.00	58.5	\$8,775.00
JESSICA BIANCHI	Paralegal	\$150.00	94.6	\$14,190.00
<b>JAVERBAUM WURGAFT</b>				
MICHAEL A. GALPERN	Partner	\$700.00	123.1	\$86,170.00
ZACHARY M. GREEN	Associate	\$500.00	32.6	\$16,300.00
<b>BERGER MONTAGUE PC</b>				
JOHN G. ALBANESE	Shareholder	\$895	44.20	\$39,559.00
SHANON J. CARSON	Shareholder	\$1,225	95.70	\$117,232.50
Y. MICHAEL TWERSKY	Shareholder	\$900	279.30	\$251,370.00
J. QUINN KERRIGAN	Counsel	\$730	457.40	\$333,902.00
AMEY J. PARK	Associate	\$755	68.10	\$51,415.50
CAITLIN A WOLFINGER	Paralegal	\$445	6.7	\$2,981.50
ELEANOR MAGNUS	Legal Assistant	\$305	12.80	\$3,904.00
<b>TOTALS:</b>			<b>2,457.2</b>	<b>\$1,695,529.50</b>

Class Counsel’s raw, unadjusted lodestar of \$1,695,529.50 thus **exceeds** the total award of attorneys’ fees sought here – \$1,633,170, or 33.33% of the \$4.9 million common Settlement Fund – **without** the requirement of any lodestar multiplier. See DeNittis Cert. at ¶ 18. Indeed, the one-third contingent fee requested here would survive a federal lodestar cross-check even if Class Counsel’s unadjusted lodestar were halved – i.e., a raw lodestar of just \$847,764.75 would equate to a lodestar multiplier of 1.93, which is still easily within the “**one to four**” range of multipliers that are “**frequently awarded**” within the Third Circuit, and well below those “**reasonable**” multipliers approved by federal courts in the cases cited above. In short, there is no danger that Class Counsel will reap an undeserved windfall in this case.

This fact further supports the reasonableness of Class Counsel’s fee request, particularly considering that this was a wholly contingent matter undertaken for the benefit of the Class.

Moreover, Class Counsel performed a significant amount of work and overcame numerous obstacles over the course of this litigation, ultimately achieving a tremendous result for the Class.

Specifically, inter alia:

- Class Counsel thoroughly investigated Middlesex's alleged violations of the New Jersey drinking water standards for PFOA and Defendants' actions in connection therewith, vetted Plaintiffs' claims, and filed comprehensive complaints and amendments thereto on behalf of Plaintiffs and the Class;
- Class Counsel prevailed on an emergent motion for an order to show cause and for preliminary injunctive relief, which resulted in a stipulation and consent order requiring Defendant Middlesex to cure its alleged violations of the New Jersey PFOA drinking water standard;
- Class Counsel litigated – and defeated – three motions by Defendants to dismiss their class complaints;
- Class Counsel prevailed on a contested motion for class certification, resulting in the certification of a class of Defendant Middlesex's affected customers, as well as multiple subclasses; and
- Class Counsel defeated Defendant Middlesex's attempts to remove the Vera case to federal court.

Through these efforts, Class Counsel ultimately were able to prevail on Defendants to enter into a class settlement consisting of a \$4.9 million non-reversionary Settlement Fund, and under which each class member is eligible to file a claim for a minimum cash award of \$50 and further to obtain reimbursement of any out-of-pocket expenses they incurred as a result of Defendants' complained-of actions, up to \$2,500.

This extraordinary result would not have been possible but for the incredible amount – and tremendous quality – of work and effort performed by Class Counsel, as described in detail herein, and the costs incurred by Class Counsel in prosecuting this matter to this successful result. Class Counsel also had no way to mitigate the risk of non-payment in this matter, and would not have recovered any of their costs or time expended on this litigation unless they prevailed. And this case had a tremendous impact on the public, as Middlesex Water has

stopped its complained-of violations of the PFOA drinking water standards and has constructed a water treatment facility intended to prevent any such violations in the future.

Based on the foregoing, Class Counsel's requested award of fees and costs would be considered reasonable even under a federal lodestar cross check, and consequently is reasonable here.

**B. The Requested Fee Is Reasonable Based on What Could Have Been Awarded Under the Lodestar Method by Courts Applying Standard Hourly Rates.**

Additionally, the reasonableness of Class Counsel's requested one-third contingent fee is further confirmed when viewed in light of various alternative calculations of Counsel's lodestar using recognized "standard" billing rates. Due to the variations in attorney billing rates, the federal District Court for the District of Columbia adopted a standard hourly rate table for practitioners of complex civil litigation in the Baltimore/Washington D.C. area, categorized by years of practice. See Laffey v. Northwest Airlines, Inc., 572 F. Supp. 354, 371 (D.D.C. 1983). This rate table, known as the "Laffey Matrix," has been adjusted for inflation over the years and is recognized by numerous courts to represent reasonable hourly billing rates in complex civil litigation.<sup>7</sup> See, e.g., Rosner v. Faloni Law Grp., LLC, No. 20-cv-10279-KM-ESK, 2021 U.S. Dist. LEXIS 46862, at \*7 (D.N.J. Feb. 8, 2021); Johnson v. City of N.Y., 2023 U.S. Dist. LEXIS 22582, \*32 n.11 (E.D.N.Y. Feb. 8, 2023).

Here, Class Counsel's standard hourly rates are below or similar to those set forth in the adjusted Laffey Matrix. If all Class Counsel had billed their time at the adjusted Laffey rates – rates accepted by numerous courts as per se reasonable – then counsel's unadjusted Laffey

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<sup>7</sup> The adjusted Laffey Matrix rate table is available at <http://www.laffeymatrix.com/see.html> (last accessed July 21, 2025).

lodestar would be \$2,477,557.20, over **\$782,027 more than** Class Counsel's lodestar as calculated using their standard hourly rates. See Chart B, below.

**Chart B**

<b>FIRM/TIMEKEEPER</b>	<b>TITLE</b>	<b>RATE</b>	<b>LAFHEY RATE</b>	<b>HOURS</b>	<b>LAFHEY LODESTAR</b>
<b>DENITTIS OSEFCHEN PRINCE</b>					
STEPHEN DENITTIS	Partner	\$650.00	\$1,141.00	405.7	\$462,903.70
JOSEPH OSEFCHEN	Partner	\$650.00	\$1,141.00	431.6	\$492,455.60
SHANE PRINCE	Partner	\$650.00	\$1,141.00	346.9	\$395,812.90
DAWN FARLEY	Paralegal	\$150.00	\$258.00	58.5	\$15,093.00
JESSICA BIANCHI	Paralegal	\$150.00	\$258.00	94.6	\$24,406.80
<b>JAVERBAUM WURGAFT</b>					
MICHAEL A. GALPERN	Partner	\$700.00	\$1,141.00	123.1	\$140,457.10
ZACHARY M. GREEN	Associate	\$500.00	\$839.00	32.6	\$27,351.40
<b>BERGER MONTAGUE PC</b>					
JOHN G. ALBANESE	Shareholder	\$895	\$948.00	44.2	\$41,901.6
SHANON J. CARSON	Partner	\$1225	\$1,141.00	95.7	\$109,193.70
Y. MICHAEL TWERSKY	Partner	\$900	\$948.00	279.3	\$264,776.40
J. QUINN KERRIGAN	Counsel	\$730	\$948.00	457.4	\$433,615.20
AMEY J. PARK	Associate	\$755	\$948.00	68.1	\$64,558.8
CAITLIN A WOLFINGER	Paralegal	\$445	\$258.00	6.7	\$1,728.60
ELEANOR MAGNUS	Legal Assistant	\$305	\$258.00	12.8	\$3,302.40
<b>TOTALS:</b>				<b>2,457.2</b>	<b>\$2,477,557.20</b>

As such, Class Counsel's Laffey lodestar would exceed the 33.33% contingent fee of \$1,633,170 requested here by \$844,387.20, and thus would not require a multiplier under a federal lodestar cross check. This further confirms the reasonableness of the fee being sought here, which again are being sought on the heels of a tremendous result for the Settlement Class.

**VI. THE REQUESTED COSTS ARE REASONABLE AND SHOULD BE APPROVED.**

The actual out-of-pocket litigation costs spent by Class Counsel on the prosecution of this matter were low for complex litigation, consisting of just \$15,456.09 and comprised of \$5,257.74 paid by DeNittis Osefchen Prince, P.C. and \$10,198.35 paid by Berger Montague. A detailed explanation of these costs can be found in the accompanying Certification of Stephen P. DeNittis at ¶ 19. It is submitted that these costs were necessary for the successful prosecution of this matter, and consequently should be approved by this Court as reasonable.

**Conclusion**

For the foregoing reasons, this unopposed petition for a total award of attorneys' fees and costs of \$1,648,626.09 to Class Counsel, comprised of \$1,633,170 in attorneys' fees (i.e., 33.33% of the \$4.9 million Settlement Fund) plus actual costs of \$15,456.09, is reasonable and should be granted.

**DENITTIS OSEFCHEN PRINCE, P.C.**

Dated: July 28, 2025

BY: \_\_\_\_\_

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