

**THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION**

CARLOS RAMIREZ,

on behalf of himself and all others similarly
situated,

Plaintiff,

v.

THE PARADIES SHOPS, LLC,
a Georgia limited liability company,

Defendant.

Case No. 1:21-cv-03758-ELR

**REPRESENTATIVE PLAINTIFF’S MOTION FOR SERVICE AWARD,
LITIGATION COSTS, AND ATTORNEY’S FEES AND MEMORANDUM
OF LAW IN SUPPORT**

Representative Plaintiff¹ Carlos Ramirez (“Plaintiff” or “Representative Plaintiff”) on behalf of himself and all others similarly situated, requests that the Court award him a service award of \$10,000.00, as well as litigation costs of \$15,000.00 and attorney’s fees of \$2,268,987.60 (Defendant has agreed to take no position on each of these requests). The \$6,875,720.00 common fund Settlement here, obtained after an appeal and on behalf of the approximately 72,376 members of the Settlement Class, breaks down to **\$95.00** per person, an extraordinary result

¹ Defined terms are as defined in the Settlement Agreement (ECF No. 48-1).

for a data breach case, particularly one with no statutory damages at issue.

As explained below, the requested \$15,000 in litigation costs were reasonably incurred and the requested attorney's fees are 33% of the \$6,875,720.00 Settlement Fund, a reasonable and appropriate award under Eleventh Circuit law given the facts and circumstances of this case, including the extraordinary result obtained for the class.

Representative Plaintiff requests the Court enter the order proposed by Representative Plaintiff awarding the requested service award, litigation costs, and attorney's fees. The Parties have conferred, and Defendant does not take a position on the relief requested herein.

I. INTRODUCTION

Following hard-fought settlement negotiations, the Parties² reached a settlement to resolve claims arising from a Ransomware Attack that occurred from October 8 to 13, 2020, when Paradies' internal administrative system was accessed by an unknown, unauthorized actor. The settlement creates a non-reversionary common fund of \$6,875,720.00 for the benefit of approximately 72,376 class members, including (i) reimbursement for Ordinary Out-of-Pocket Losses and

² The Parties to the settlement are Representative Plaintiff, on behalf of the proposed Settlement Class, and Defendant The Paradies Shops, LLC ("Paradies").

Attested Time, (ii) reimbursement for Extraordinary Losses and Attested Time, (iii) Credit Monitoring Services, and (iv) Residual Cash Payments. Subject to Court approval, the Settlement Fund will also pay for the costs of notice and claims administration, a service award to Representative Plaintiff, litigation costs, and attorneys' fees. Paradies has also committed, for a period of three (3) years, to maintain business practice changes implemented after the Ransomware Attack or adopt other business practices so long as there is no material adverse impact on information safety relative to the current state.

The settlement is a favorable result for the Settlement Class, securing valuable benefits tailored to the facts of the case. Representative Plaintiff thus moves for an order awarding a service award, litigation costs, and attorney's fees. In support of his motion, Representative Plaintiff submits the declaration of co-Class Counsel John A. Yanchunis and Ryan D. Maxey, Esq. ("Joint Decl.") (Ex. 1 hereto).

II. FACTUAL BACKGROUND

From October 8 to 13, 2020, Paradies' internal administrative system was accessed by an unknown, unauthorized actor via a Ransomware Attack. Paradies' investigation of the Ransomware Attack determined that the threat actor accessed systems that contained certain records. These records included, but were not limited to, data that Paradies, or a company it acquired or that acquired it, required from employees as a condition of employment, including names and Social Security

numbers.

After Representative Plaintiff first received notice of the Ransomware Attack on or about June 30, 2021, Plaintiff filed a putative Class Action Complaint in this Court (ECF No. 1) (the “Complaint”). Paradies filed a Motion to Dismiss each of these claims. (ECF No. 8). The Court granted the Motion to Dismiss and dismissed the case. (ECF No. 24). Plaintiff appealed the dismissal, and the Eleventh Circuit reversed the Court’s dismissal in part, allowing the negligence claim to proceed.

Thereafter, on November 17, 2023, the Parties participated in a mediation facilitated by an experienced mediator, retired Judge John Thornton. After mediation, the Parties remained at an impasse. Following adjournment, the Parties resumed litigating the case, including serving discovery requests and negotiating a confidentiality order and a protocol for discovery of electronically stored information. In April 2024, the Parties resumed discussions regarding a potential settlement, and on May 13, 2024, the Parties reached an agreement in principle, the terms of which were later finalized in this Settlement Agreement and the attached exhibits. Joint Decl. ¶ 21. Attorneys’ fees were not discussed in any manner until the Parties had reached agreement on the material terms of the settlement, including the payment of the Settlement Fund. *Id.* ¶ 23.

III. ARGUMENT

1. The Court Should Award the Requested Service Award.

On November 1, 2024, Representative Plaintiff filed an Unopposed Motion to Award Service Award. (ECF No. 44). Paradies authorized Representative Plaintiff to file the motion as unopposed.

As this Court has previously recognized, and “[a]s courts in the Eleventh Circuit have explained, state law governs the issue of Service Awards in [a] diversity action.” *Dusko v. Delta Air Lines, Inc.*, No. 1:20-CV-01664-ELR, 2023 WL 12070227, at *9 (N.D. Ga. Oct. 5, 2023) (Ross, J.) (citations omitted). “Georgia law permits providing Service Awards to class representatives.” *Id.* (citations omitted).

Here, as explained below, Representative Plaintiff’s participation in this action as a named plaintiff and agreement to act as a class representative resulted in an extraordinary result for Settlement Class Members. Without Representative Plaintiff’s willingness to bring this action, these claimants may have received nothing. Finally, Representative Plaintiff spent time reviewing and approving the complaint and the settlement agreement and agreed to pursue an appeal. Joint Decl. ¶ 24. Given these considerations, a service award of \$10,000 is appropriate. *See, e.g., Tims v. LGE Cmty. Credit Union*, No. 1:15-CV-04279-TWT, 2023 WL 11915734 (N.D. Ga. Nov. 29, 2023) (Thrash, J.) (“As this Court, and other courts in the Eleventh Circuit have explained, state law governs the issue of Service Awards in diversity actions.”) (awarding \$10,000 service award); *Arnold v. State Farm Fire & Cas. Co.*, No. 2:17-CV-148-TFM-C, 2023 WL 7308098 (S.D. Ala. Nov. 6, 2023)

(awarding service awards of \$20,000 and \$15,000); *Venerus v. Avis Budget Car Rental, LLC*, No. 6:13-cv-921-CEM-RMN (M.D. Fla. May 25, 2023) (awarding \$25,000 service award).

2. The Court Should Award the Requested \$15,000.00 in Litigation Costs.

The litigation costs to date incurred in connection with this action, which include travel for oral argument before an Eleventh Circuit panel, are as follows:

Airfare	\$732.87
Court Costs	\$907.00
Dark Web Investigation	\$5,750.00
Ground Transportation	\$169.79
Hotel	\$867.00
In-House Printing	\$0.90
Mediation	\$2,600.00
Meals	\$442.36
Postage & Shipping	\$76.93
Transcripts	\$3,756.98
Process Server	\$288.85
PACER	\$30.00
Total	\$15,622.68

Representative Plaintiff expects to incur at least \$3,000.00 in additional litigation costs associated with Class Counsel traveling from Florida to Georgia for the final approval hearing. Joint Decl. ¶ 25. Accordingly, Representative Plaintiff requests an award of \$15,000.00 in litigation costs, which is less than the amount of litigation costs actually incurred to date.

3. The Court Should Award the Requested Attorney's Fees Because

They Are Reasonable and Authorized by the Parties' Agreement.

“It is well established that counsel whose work results in a substantial benefit to a class are entitled to a fee under the common benefit doctrine.” *Dusko*, 2023 WL 12070227, at *7 (citing *Boeing Co. v. Van Gemert*, 444 U.S. 472, 478, 100 S.Ct. 745, 62 L.Ed.2d 676 (1980)). “The doctrine serves the ‘twin goals of removing a potential financial obstacle to a plaintiff’s pursuit of a claim on behalf of a class and of equitably distributing the fees and costs of successful litigation among all who gained from the named plaintiff’s efforts.’” *Id.* (quoting *In re Gould Sec. Litig.*, 727 F. Supp. 1201, 1202 (N.D. Ill. 1989)).

“The controlling authority in the Eleventh Circuit is *Camden I*, which holds that fees in common fund cases must be calculated using the percentage rather than the lodestar approach. *Camden I* does not require any particular percentage.” *Id.* “The court stated: ‘There is no hard and fast rule ... because the amount of any fee must be determined upon the facts of each case.’” *Id.* (quoting *Camden I Condo. Ass’n, Inc. v. Dunkle*, 946 F.2d 768, 774 (11th Cir. 1991)).

a. The Requested Attorney’s Fees of 33% of the Settlement Fund Are Appropriate.

“In selecting the percentage in a particular case, a district court should apply the 12 factors from *Johnson v. Georgia Highway Express, Inc.*, 488 F.2d 714, 717 (5th Cir. 1974), as well any other pertinent factors.” *Id.* (quoting *Camden I*, 946 F.2d at 776).

The factors include: (1) the time and labor required; (2) the novelty and difficulty of the relevant questions; (3) the skill required to properly carry out the legal services; (4) the preclusion of other employment by the attorney as a result of his acceptance of the case; (5) the customary fee; (6) whether the fee is fixed or contingent; (7) time limitations imposed by the clients or the circumstances; (8) the results obtained, including the amount recovered for the clients; (9) the experience, reputation, and ability of the attorneys; (10) the “undesirability” of the case; (11) the nature and the length of the professional relationship with the clients; and (12) fee awards in similar cases.

In re Fortra File Transfer Software Data Sec. Breach Litig., No. 24-MD-03090-RAR, 2025 WL 457896, at *11 n.5 (S.D. Fla. Feb. 11, 2025) (citing *Camden*, 946 F.2d at 772 n.3).

As explained below, the application of these factors to the circumstances of this action warrant an award of 33% of the Settlement Fund in attorney’s fees. Indeed, this Court has deemed an award of 33% appropriate in another data breach class action based on a similar application of the *Camden I* factors. *See Sherwood v. Horizon Actual Servs., LLC*, No. 1:22-cv-10495-ELR (N.D. Ga. Apr. 2, 2024) (ECF No. 94) (Ross, J.).

1. The time and labor required.

Considerable time and labor were required for Class Counsel to prosecute Representative Plaintiff’s claims before the District Court and Eleventh Circuit during the almost four (4) years that this action has been pending.

Prior to and after initiating this action, Class Counsel devoted substantial time

to investigating the claims against Paradies. Joint Decl. ¶ 28. Class Counsel also expended resources researching and developing the legal claims at issue. *Id.*

Class Counsel then litigated Paradies' motion to dismiss. Although Class Counsel did not prevail at the District Court level, Class Counsel's raised arguments that allowed Representative Plaintiff's negligence claim to survive after an appeal.

The appeal of this action also required considerable time and labor, both in researching and preparing the required briefing and in presenting oral argument before an Eleventh Circuit panel. *Id.* ¶ 29.

After the appeal, the Parties engaged in formal discovery, including Class Counsel preparing and serving requests for production and proposed topics for a Rule 30(b)(6) deposition. *Id.* ¶ 30. Class Counsel also prepared a Stipulated Protective Agreement and Stipulated ESI Protocol for Paradies' consideration. *Id.*

The mediation session held before Judge Thornton also required substantial preparation. Joint Decl. ¶ 22. Thereafter, significant time was devoted to negotiating and drafting the Settlement Agreement, the preliminary approval process, and to all actions required thereafter pursuant to the preliminary approval order, including researching and preparing this motion and the final approval motion. *Id.*

All of this time was spent without any assurance that the extraordinary commitment of time and effort to this case would result in the payment of any fees. Class Counsel should be amply compensated for the substantial time and labor

invested to obtain this outstanding settlement on behalf of the Class and should not be punished for its persistence and efficiency in achieving the positive result for the Class.

As this Court has previously recognized, “when analyzing the various factors, a lodestar cross-check is unnecessary.” *Dusko*, 2023 WL 12070227, at *8 (Ross, J.) (citing *Shiyang Huang v. Equifax Inc. (In re Equifax Customer Data Sec. Breach Litig.)*, 999 F.3d 1247, 1280 n.26 (11th Cir. 2021)). “In fact, in the Eleventh Circuit, the lodestar approach should not ‘impose’ the lodestar approach ‘through the back door.’” *Id.* (quoting *SEC v. Davison*, No. 8:20-cv-325-MSS-MRM, 2023 WL 2931641, at *3 (M.D. Fla. Mar. 8, 2023)). “The Eleventh Circuit ‘made clear in *Camden I* that percentage of the fund is the exclusive method for awarding fees in common fund class actions.’” *Id.* (quoting *In re Checking Acct. Overdraft Litig.*, 830 F. Supp. 2d 1330, 1362 (S.D. Fla. 2011)). “Lodestar ‘encourages inefficiency’ and ‘creates an incentive to keep litigation going in order to maximize the number of hours included in the court's lodestar calculation.’” *Id.* (quoting *In re Checking Acct. Overdraft Litig.*, 830 F. Supp. 2d at 1362). “Thus, ‘courts in this Circuit regularly award fees based on a percentage of the recovery, without discussing lodestar at all.’” *Id.* (quoting *In re Checking Acct. Overdraft Litig.*, 830 F. Supp. 2d at 1362));

Indeed, this Court has deemed a lodestar crosscheck unnecessary in another

data breach class action. *See Horizon Actual Servs.*, No. 1:22-cv-10495-ELR (ECF No. 94) (Ross, J.).

Accordingly, this factor weighs in favor of awarding the requested attorney’s fees.

2. The novelty and difficulty of the relevant questions.

The novelty and difficulty of the relevant questions is apparent from the Eleventh Circuit’s opinion in this action. As the Eleventh Circuit noted, “the parties hotly contest the application of two recent Georgia Supreme Court cases, but neither case answers the duty of care question before us today.” *Ramirez v. Paradies Shops, LLC*, 69 F.4th 1213, 1218 (11th Cir. 2023)). The Court explained that “[w]ithout clear guidance from Georgia courts on the asserted duty to safeguard PII, we must ‘apply traditional tort law’ to Ramirez’s alleged injury to determine whether Paradies owed him a duty of care.” *Id.* (citation omitted). The Court then resolved the novel and difficult question of what must be alleged to satisfy the foreseeability element of a negligence claim under Georgia law:

In finding Ramirez had not sufficiently alleged foreseeability, the district court emphasized Ramirez did not allege that the threat of cyberattacks was especially well-known to Paradies or its type of business, that ransomware attacks were extremely common, or that Paradies knew it faced a particularly high risk of a data breach. But data breach cases present unique challenges for plaintiffs at the pleading stage. A plaintiff may know only what the company has disclosed in its notice of a data

breach. Even if some plaintiffs can find more information about a specific data breach, there are good reasons for a company to keep the details of its security procedures and vulnerabilities private from the public and other cybercriminal groups. We cannot expect a plaintiff in Ramirez's position to plead with exacting detail every aspect of Paradies's security history and procedures that might make a data breach foreseeable, particularly where the question of reasonable foreseeability of a criminal attack is generally for a jury's determination rather than summary adjudication by the courts. Under the circumstances, Ramirez did enough under the *Twombly* and *Iqbal* standard to plead foreseeability.

In short, while data breach cases present a “fairly new kind of injury,” Ramirez has sufficiently pled the existence of a special relationship and a foreseeable risk of harm. As a result, Georgia's traditional negligence principles are flexible enough to cover Ramirez’s allegations.

Id. at 1220-21(citations and internal quotation marks omitted).

Accordingly, this factor weighs in favor of awarding the requested attorney’s fees.

3. The skill required to properly carry out the legal services.

Class action litigation requires certain skills beyond what is typically required to bring individual claims. *See generally* Fed. R. Civ. P. 23. Moreover, data breach cases involve complex and cutting-edge issues regarding, among other things, the adequacy of data security policies procedures and claimants’ damages for purposes of both Article III standing and stating common law or statutory claims. In this action in particular, Class Counsel were required to demonstrate critical skill in

raising arguments in response to Paradies' motion to dismiss and renewing those arguments in appellate briefing and oral argument, which resulted in this action surviving as to Representative Plaintiff negligence claim. And, perhaps most importantly, the skill of Class Counsel is reflected in the extraordinary result obtained for the Settlement Class.

Accordingly, this factor weighs in favor of awarding the requested attorney's fees.

4. The preclusion of other employment by the attorney as a result of his acceptance of the case.

Class Counsel were not precluded from other employment as a result of their acceptance of this case.

5. The customary fee.

Class Counsel customarily seek 33% of a settlement fund as attorney's fees in data breach class action cases:

- *Cravens, et al. v. Garda CL Southeast, Inc., et al.*, No. 9:24-CV-80400-RLR (S.D. Fla. Mar. 28, 2025) (ECF No. 64) (granting preliminary approval and noting that "Class Counsel intends to seek an award of up to 33.33% of the Settlement Fund as attorneys' fees")
- *In re Fortra File Transfer Software Data Sec. Breach Litig.*, No. 24-MD-03090-RAR, 2025 WL 457896 (S.D. Fla. Feb. 11, 2025) (awarding \$2,333,333.33 in attorney's fees from \$7,000,000.00)

common fund)

- *In re Lincare Holdings Inc. Data Breach Litig.*, No. 8:22-CV-01472-AAS, 2024 WL 3104286 (M.D. Fla. June 24, 2024) (awarding \$2,416,666.67 in attorney's fees from \$7,250,000.00 common fund)
- *Gilbert v. BioPlus Specialty Pharmacy Servs., LLC*, No. 6:21-CV-2158-RBD-DCI, 2025 WL 99650 (M.D. Fla. Jan. 15, 2025) (awarding \$341,666.66 in attorney's fees from \$1,025,000.00 common fund).

Accordingly, this factor weighs in favor of awarding the requested attorney's fees.

6. Whether the fee is fixed or contingent.

In undertaking to prosecute this case on a contingent fee basis, Class Counsel assumed a significant risk of nonpayment or underpayment. Joint Decl. ¶ 26. The progress of this case to date, including its dismissal and survival after appeal solely as to a negligence claim, shows the inherent risk faced by Class Counsel in accepting and prosecuting this matter on a contingency fee basis. *Id.* ¶ 27. Despite Class Counsel's effort in litigating this case, Class Counsel remain uncompensated for the time invested, in addition to the expenses they advanced. *Id.* There can be no dispute that this case entailed substantial risk of nonpayment for Class Counsel.

Accordingly, this factor weighs in favor of awarding the requested attorney's fees.

7. The time limitations imposed by the clients or the circumstances.

There were no particular time limitations imposed by the clients or the circumstances.

8. The results obtained, including the amount recovered for the clients.

Obtaining a Settlement Fund of \$6,875,720.00 for 72,376 Settlement Class Members, or **\$95.00** per person, is an extraordinary result for a data breach case, particularly one with no statutory damages at issue. Below are example orders within the Eleventh Circuit granting preliminary or final approval of common fund settlements in data breach cases arising from cyberattacks, none of which achieves the **\$95.00** per Settlement Class Member achieved in this action:

- \$37.50 per class member: *Cravens, et al. v. Garda CL Southeast, Inc., et al.*, No. 9:24-CV-80400-RLR (S.D. Fla. Mar. 28, 2025) (ECF No. 64) (granting preliminary approval) (\$1,500,000 fund for approximately 40,000 individuals)³
- \$7.00 per class member: *In re Fortra File Transfer Software Data Sec. Breach Litig.*, No. 24-MD-03090-RAR, 2025 WL 457896 (S.D. Fla. Feb. 11, 2025) (granting final approval) (\$7,000,000 fund for

³ The settlement fund amount and class size are set forth in the motion for preliminary approval. (ECF No. 59 at 3, 10).

approximately 1,000,000 individuals)

- \$2.50 per class member: *In re Lincare Holdings Inc. Data Breach Litig.*, No. 8:22-CV-01472-AAS, 2024 WL 3104286 (M.D. Fla. June 24, 2024) (granting final approval) (\$7,250,000.00 fund for approximately 2.9 million individuals)⁴
- \$2.21 per class member: *In re Mednax Servs., Inc., Customer Data Sec. Breach Litig.*, No. 21-MD-02994-RAR, 2024 WL 1554329 (S.D. Fla. Apr. 10, 2024) (granting preliminary approval) (\$6,000,000 fund for approximately 2,712,790 individuals)
- \$1.99 per class member: *Sherwood v. Horizon Actual Servs., LLC*, No. 1:22-cv-10495-ELR (N.D. Ga. Apr. 2, 2024) (Ross, J.) (ECF No. 94) (\$8,733,446.36 fund for 4,386,969 individuals)⁵
- \$0.75 per class member: *Desue v. 20/20 Eye Care Network, Inc.*, No. 21-CIV-61275-RAR, 2023 WL 4420348 (S.D. Fla. July 8, 2023) (granting final approval) (\$3,000,000 fund for approximately 3,976,023 individuals).

Accordingly, this factor weighs in favor of awarding the requested attorney's

⁴ The class size is set forth in the motion for final approval. (ECF No. 114 at 7).

⁵ The settlement fund amount and class size are set forth in the motion for final approval. (ECF No. 89-1 at 6).

fees.

9. The experience, reputation, and ability of the attorneys.

Class Counsel have a strong reputation in the area of complex litigation, in particular privacy and data breach class action litigation. Joint Decl. ¶¶ 2-19. 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 Paradies' behalf. Joint Decl. ¶¶ 2-19.

Accordingly, this factor weighs in favor of awarding the requested attorney's fees.

10. The "undesirability" of the case.

Multiple class action cases are often filed as a result of a data breach. *See, e.g., Cravens, et al. v. Garda CL Southeast, Inc., et al.*, No. 9:24-CV-80400-RLR (S.D. Fla. Mar. 28, 2025) (ECF No. 19) (consolidating six (6) class action cases arising from a data breach that allegedly impacted approximately than 40,000 individuals); *Bracy v. Americold Logistics LLC*, No. 1:23-cv-05743-TWT (N.D. Ga. Jan. 2, 2024) (ECF No. 15) (consolidating five (5) class action cases arising from a data breach that allegedly impacted less than 150,000 individuals). Here, only a single class action case was filed, notwithstanding a class size of 72,376. This suggests that the case was not desirable to other law firms that could have filed cases.

The undesirability of the case is further supported by the Court's initial

dismissal of the matter and the ability of Representative Plaintiff to proceed with this action only after an appeal, and then only on his negligence claim.

Accordingly, this factor weighs in favor of awarding the requested attorney's fees.

11. The nature and the length of the professional relationship with the clients.

Class Counsel have had a professional relationship with Representative Plaintiff since this action was initiated almost four (4) years ago. Class Counsel and Representative Plaintiff have worked together through proceedings at the trial court and appellate court levels.

12. Fee awards in similar cases.

An "attorneys' fee award" of 33% of a settlement fund "is within the range of reason under the factors listed in *Camden I.*" *In re Fortra File Transfer Software Data Sec. Breach Litig.*, 2025 WL 457896, at *11. Accordingly, in data breach cases within the Eleventh Circuit, including the *Horizon Actuarial Services* case before this Court, courts have awarded 33% of a settlement fund in attorney's fees, even where cases settled at a much earlier stage and the benefit obtained for the class was far less than what Representative Plaintiff and Class Counsel obtained here:

- *Sherwood v. Horizon Actual Servs., LLC*, No. 1:22-cv-10495-ELR (N.D. Ga. Apr. 2, 2024) (Ross, J.) (ECF No. 94) (awarding \$2,911,148.79 in attorney's fees from \$8,733,446.36 common fund)

- *In re Fortra File Transfer Software Data Sec. Breach Litig.*, No. 24-MD-03090-RAR, 2025 WL 457896 (S.D. Fla. Feb. 11, 2025) (awarding \$2,333,333.33 in attorney's fees from \$7,000,000.00 common fund)
- *In re Lincare Holdings Inc. Data Breach Litig.*, No. 8:22-CV-01472-AAS, 2024 WL 3104286 (M.D. Fla. June 24, 2024) (awarding \$2,416,666.67 in attorney's fees from \$7,250,000.00 common fund)
- *Gilbert v. BioPlus Specialty Pharmacy Servs., LLC*, No. 6:21-CV-2158-RBD-DCI, 2025 WL 99650 (M.D. Fla. Jan. 15, 2025) (awarding \$341,666.66 in attorney's fees from \$1,025,000.00 common fund).

Accordingly, this factor weighs in favor of awarding the requested attorney's fees.

In sum, the *Camden I* factors support the reasonableness of awarding Representative Plaintiff 33% of the Settlement Fund, or \$2,268,987.60, in attorney's fees.

IV. CONCLUSION

For the reasons stated above, Representative Plaintiff respectfully requests that the Court award him a service award of \$10,000.00, litigation costs of \$15,000.00, and attorney's fees of \$2,268,987.60.

Dated: June 16, 2025

Respectfully submitted,

**MORGAN & MORGAN
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CERTIFICATE OF COMPLIANCE

In compliance with N.D. Ga. LR. 7.1(D), I certify that the foregoing Notice of Appeal has been prepared in conformity with N.D. Ga. LR. 5.1. This filing was prepared in Times New Roman 14-point type with a top margin of one and one-half (1 ½) inches and a left margin of one (1) inch.

*/s/ Ryan D. Maxey*_____