

1 MEYER WILSON CO., LPA
2 Matthew R. Wilson, Esq. (SBN 290473)
3 mwilson@meyerwilson.com
4 Michael J. Boyle, Jr. (SBN 258560)
5 mboyle@meyerwilson.com
6 305 W. Nationwide Blvd
7 Columbus, OH 43215
8 PH: 614-224-6000
9 Fax: 614-224-6066

6 COLE & VAN NOTE
7 Laura Van Note (STATE BAR NO. 310106)
8 lvn@colevannote.com
9 555 12th Street, Suite 2100
10 Oakland, CA 94607
11 Telephone: (510) 891-9800

10 *Attorneys for Plaintiff and the Proposed Settlement Class*

11
12 **IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA**
13 **IN AND FOR THE COUNTY OF CONTRA COSTA**

13 JOHN DOE, by and through JANE DOE,
14 and ULYSSES NAVARRO, on behalf of
15 themselves and all others similarly situated,

16 Plaintiff,

17 v.

18 CLINIVATE, LLC.,

19 Defendant.

Civil Action No. C22-01620

JUDGE CHARLES S. TREAT

16 **UNOPPOSED MOTION FOR FINAL**
17 **APPROVAL OF CLASS SETTLEMENT**

Hearing Date: August 29, 2024

Time: 9:00 a.m.

TABLE OF CONTENTS

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

I. INTRODUCTIONI

II. RELEVANT FACTS AND PROCEDURAL HISTORY 2

 A. The Litigation and Settlement 2

 B. Settlement Benefits..... 3

 C. Preliminary Approval, Class Notice, and Claims 4

III. FINAL CERTIFICATION OF THE SETTLEMENT CLASS 4

IV. THE SETTLEMENT SHOULD BE FINALLY APPROVED..... 4

 A. The Strength of Plaintiffs’ Case. 6

 B. The Risk, Expense, Complexity, and Likely Duration of Further Litigation. 6

 C. The Risk of Maintaining Class Action Status Through Trial..... 7

 D. The Extent of Discovery Completed..... 8

 E. The Amount Offered in Settlement, the Extent of Discovery Completed and the State
 of the Proceedings..... **Error! Bookmark not defined.**8

 F. The Experience and Views of Counsel..... **Error! Bookmark not defined.**

 G. The Reaction of the Class to the Settlement. **Error! Bookmark not defined.**

V. PLAINTIFFS’ MOTION FOR FEES, COSTS, AND INCENTIVE AWARD..... **Error!**
Bookmark not defined.

VI. CONCLUSION **Error! Bookmark not defined.**

TABLE OF AUTHORITIES

CASES

1

2

3

4 *7-Eleven Owners for Fair Franchising v. Southland Corp.*, 85 Cal. App. 4th 1135 (2000) 9

5 *Adkins v. Facebook, Inc.*, 424 F. Supp. 3d 686 (N.D. Cal. 2019)..... 7

6 *Arnold v. Fitflop USA, LLC*, No. CV 11-0973 W (KSC), 2014 WL 1670133 (S.D. Cal. Apr. 28,

7 2014)..... 9

8 *Clark v. Am. Residential Servs. LLC*, 175 Cal. App. 4th 785 (2009)..... 6

9 *Deatrick v. Securitas Sec. Servs. USA, Inc.*, No. 13-CV-05016-JST, 2016 WL 1394275 (N.D.

10 Cal. Apr. 7, 2016) 6

11 *Edwards v. First Am. Corp.*, No. CV0703796SJOFFMX, 2016 WL 8999934 (C.D. Cal. Oct. 4,

12 2016)..... 6, 9

13 *Gordon v. Chipotle Mexican Grill, Inc.*, No. 17-cv-01415-CMA-SKC, 2019 U.S. Dist. LEXIS

14 215430 (D. Colo. Dec. 16, 2019)..... 7

15 *Hanlon v. Chrysler Corp.*, 150 F.3d 1011 (9th Cir. 1998)..... 6

16 *In re Anthem, Inc. Data Breach Litig.*, 327 F.R.D. 299 (N.D. Cal. 2018) 6, 7

17 *Judson v. Goldco Direct, LLC*, No. CV196798PSGPLAX, 2021 WL 8462049 (C.D. Cal. June

18 11, 2021)..... 7, 8

19 *Lloyd v. Navy Fed. Credit Union*, No. 17-CV-1280-BAS-RBB, 2019 WL 2269958 (S.D. Cal.

20 May 28, 2019)..... 7, 8

21 *Martinez v. Helzberg's Diamond Shops*, No. EDCV201085PSGSHKX, 2021 WL 9181893 (C.D.

22 Cal. Sept. 24, 2021) 9

23 *Munoz v. BCI Coca-Cola Bottling Co. of Los Angeles*, 186 Cal. App. 4th 399 (2010)..... 6

24 *Nat'l Rural Telecomms. Coop. v. DIRECTTV, Inc.*, 221 F.R.D. 523 (C.D. Cal. 2004) 9

25 *Vasquez v. Superior Court*, 4 Cal. 3d 800 (1971)..... 5

26 *Yvonne Mart Fox v. Iowa Health Sys.*, No. 3:18-cv-00327-JDP, 2021 U.S. Dist. LEXIS 40640

27 (W.D. Wis. Mar. 4, 2021) 7

28

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

RULES

Cal. Ct. R. 3.769(g)..... 5

1 **I. INTRODUCTION**

2 Plaintiffs John Doe, by and through Jane Doe, and Ulysses Navarro (“Plaintiffs”), move
3 the Court to grant final approval of a class action settlement with defendant, Clinivate, LLC
4 (“Defendant” or “Clinivate”), under California Rule of Court 3.769(g) and (h).

5 Consistent with the Court’s May 10, 2024, Order granting preliminary approval of the
6 settlement, the settlement is a fair, adequate, and reasonable compromise, and after Court-
7 approved notice to the Settlement Class, no person has objected to approval of the Settlement.
8 The Court should therefore grant final approval and enter judgment on the Settlement, so that
9 the Settlement Class may receive the benefits of the Settlement, and so that this matter may be
10 dismissed. Additionally, the Court should grant Plaintiffs’ request for attorneys’ fees, costs, and
11 a class representative incentive award, which is reasonable in light of the significant benefit
12 secured on behalf of the Settlement Class.

13 If approved, the Agreement will deliver three benefits to the class. First, class members
14 will receive credit monitoring for two years, guarding class members against identity theft.
15 Second, the settlement will reimburse class members’ losses related to the data breach up to
16 \$5,000, addressing members’ out-of-pocket losses. Finally, class members will be eligible to
17 receive up to \$120 cash, at \$30 per hour, to reimburse their “non-economic” losses in the form
18 of lost time following the data breach. As a result, the Agreement secures relief that meets or
19 exceeds relief in data breach settlements across the country.

20 Plaintiffs and Class Counsel firmly believe that the Settlement is in the best interest of
21 the Settlement Class and that it is fair, adequate, and reasonable, and should be finally approved.
22 After providing direct notice to Settlement Class members, there were no objections to any
23 aspect of the Settlement. Declaration of Cameron R. Azari on Implementation and Adequacy of
24 Notice Program (Notice Decl., attached hereto). For the reasons set forth below and in the
25 submission in support of preliminary approval, the Settlement is fair, adequate, reasonable, and
26 in the best interests of the Settlement Class. Plaintiff asks that the Court grant final approval by:
27 (1) approving the proposed Settlement as fair, adequate, and reasonable for the Settlement Class
28

1 (2) certifying the Settlement Class; (3) determining that adequate notice was provided; (4)
2 granting Plaintiff’s request for a service award; and (5) and granting Class Counsel’s request for
3 attorneys’ fees and litigation expenses.

4 **II. RELEVANT FACTS AND PROCEDURAL HISTORY**

5 This Settlement effectively resolves all the claims Plaintiff asserts against Defendant, on
6 behalf of himself and the putative class, alleging that Defendant failed to protect Plaintiff and
7 the class’s private information from cybercriminals resulting in an March 2022 data breach.

8 **A. The Litigation and Settlement**

9 On or about March 23, 2022, Clinivate discovered unauthorized activity on its internal
10 computer systems. Upon discovering this activity, Clinivate immediately terminated access to
11 its environment and began an investigation with the assistance of cybersecurity specialists. On
12 or about May 25, 2022, Clinivate’s investigation determined that certain systems and files
13 containing personal information were accessed without authorization between March 12, 2022
14 and March 21, 2022, and revealed that an unauthorized party accessed and/or took certain
15 information from Clinivate’s network (the “Data Breach”).

16 On or about July 22, 2022, Defendant sent out Notice letters, which stated, in part, “On
17 March 23, 2022, Clinivate discovered unusual activity in its digital environment.” The Notice
18 letters further stated that the unauthorized actor compromised Plaintiffs’ and Class Members’
19 sensitive personal identifying information PII and PHI including name, medical record number,
20 health plan beneficiary number, treatment information, diagnosis information, other medical
21 information, and/or information relating to healthcare payment(s).

22 On August 8, 2022, Plaintiff John Doe, by and through Jane Doe, (“Doe”) filed a Class
23 Action Complaint in Contra Costa Superior Court. Motion for Preliminary Approval,
24 Declaration of Matthew R. Wilson (“Wilson Decl.”), ¶ 2. Clinivate did not initially enter an
25 appearance in the Doe matter, and thus defaulted on the Complaint. Wilson Decl., ¶ 3. On
26 October 31, 2022, Plaintiff Doe filed an entry of default. Wilson Decl., ¶ 3. Following the entry
27 of a default, counsel for Defendant Clinivate, LLC, reached out to explore a path toward
28

1 resolving the Doe matter. Wilson Decl., ¶ 4. Pursuant to that agreement, on February 1, 2023,
2 the default was lifted via stipulation. Wilson Decl., ¶ 4.

3 On January 4, 2023, Plaintiff Ulysses Navarro (“Navarro”) filed a Class Action
4 Complaint in Los Angeles County Superior Court seeking damages, injunctive and equitable
5 relief for Negligence, Breach of Implied Contract, Violation of Confidentiality of Medical
6 Information Act, Unfair Business Practices and Unjust Enrichment. Motion for Preliminary
7 Approval, Declaration of Laura Van Note (“Van Note Decl.”), ¶ 5. Defendant and Plaintiff
8 Navarro filed a Joint Stipulation to transfer Plaintiff Navarro’s action from the Los Angeles
9 County Superior Court to the Contra Costa County Superior Court where the Doe action was
10 pending. The transfer was granted on June 13, 2023, and the Navarro action was transferred to
11 Contra Costa County Superior Court. Van Note Decl., ¶ 7

12 Prior to the transfer of the Navarro matter, the Parties agreed to mediate the case and to
13 stay formal discovery pending mediation. On April 10, 2023, the Parties engaged in an all-day,
14 arms-length mediation before Judge Morton Denlow (Ret.). A settlement in principle was
15 reached that day, which was formalized in the Settlement Agreement presented. Van Note Decl.,
16 ¶¶ 14-15; Wilson Decl., ¶¶ 5-6.

17 **B. Settlement Benefits**

18 The Agreement defines the Settlement Class as: “all individuals within the United States
19 whose PHI/PII was exposed to unauthorized persons as a result of the data breach occurring on
20 Clinivate’s computer system between March 12, 2022 and March 21, 2022.” Motion for
21 Preliminary Approval, Settlement Agreement, at § 1.39. The Agreement requires Defendant to
22 provide three benefits for the Settlement Class: the availability of two years of credit monitoring
23 and identity restoration services, reimbursement of documented ordinary losses of up to \$5,000
24 per class members, and up to \$120 in compensation for lost time for each Class member who
25 makes a claim. The amount Defendant is obligated to pay for Ordinary Loss Reimbursement,
26 Extraordinary Loss Reimbursement, and Time Lost is \$175,000. If this amount is exceeded,
27 each class member shall have their recovery reduced on a pro rata basis to the \$175,000
28 maximum. *Id.* § 2.6.1.

1 **C. Preliminary Approval, Class Notice, and Claims**

2 On May 10, 2024, the Court preliminarily approved the Settlement under California law
3 and Rule of Court (“Rule”) 3.769. The parties then implemented their notice program, which the
4 Court approved as adequate. *Id.* On May 29, 2024, pursuant to the Preliminary Approval Order,
5 the Notice was sent by USPS First-Class Mail to 74,664 Settlement Class members. Notice Dec.
6 at ¶ 22. Of those, some were undeliverable and, after tracing efforts to locate a better address,
7 5,747 Settlement Class members received remailed notice. *Id.* ¶ 25. To support the notice
8 program, Epiq created a settlement website and a toll-free number for Settlement Class members
9 to obtain information and ask questions about the Settlement and claims process. *Id.* ¶¶ 28-29.

10 After receiving notice, Settlement Class members could then claim their Settlement
11 benefits, exclude themselves from the class, or object. As of August 15, 2024, a total of 523
12 claims have been submitted. Notice Decl. ¶ 33. The Settlement Administrator is in the process
13 of reviewing the claim forms, and additional claims may be received before the August 27, 2024,
14 claim deadline. *Id.*¹. To date, only 5 class members have excluded themselves from the class and
15 *zero* objected. Notice Decl. ¶ 31.

16 **III. FINAL CERTIFICATION OF THE SETTLEMENT CLASS**

17 The Court previously preliminarily certified the Settlement Class, finding that the
18 Settlement Class satisfied the requirements for a class action, including numerosity,
19 ascertainability, a well-defined community of interest, and that certification would provide
20 substantial benefits to the litigants and the courts. Preliminary Approval Order at ¶ 10.
21 Plaintiffs submit that nothing has changed that would change that class certification
22 determination.

23 **IV. THE SETTLEMENT SHOULD BE FINALLY APPROVED**

24 The Court should finally approve the Settlement pursuant to Cal. Ct. R. 3.769(g) as it
25

26 ¹ In order for the Settlement Administrator to complete the review of deficient claims, Epiq
27 has requested an extension of the deadline to distribute claim proceeds to October 14, 2024.
28 Epiq has represented that, for efficiency and cost reasons, it would be prudent to wait until all
claims have been finalized before distributing any claims. The Parties agree that this request
is reasonable and prudent, and would ask the Court to grant this extension.

1 is fair, reasonable, and provides significant benefits to the Settlement Class. Cal. Ct. R.
2 3.769(g) provides that, prior to final approval, the court “must conduct an inquiry into the
3 fairness of the proposed settlement.” California courts often look to Federal Rule of Civil
4 Procedure 23 and federal caselaw to guide them when resolving review and approval issues. *E.g.*,
5 *Vasquez v. Superior Court*, 4 Cal. 3d 800, 820 (1971). At final approval, the key factors
6 California courts use to assess a settlement are:

7 [i] the strength of the plaintiffs’ case; [ii] the risk, expense, complexity, and likely
8 duration of further litigation; [iii] the risk of maintaining class action status
9 throughout the trial; [iv] the amount offered in settlement; [v] the extent of
10 discovery completed and the state of the proceedings; [vi] the experience and
11 views of counsel; [vii] the presence of a governmental participant; [viii] and the
12 reaction of the class members to the proposed settlement.
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

1 *Deatrick v. Securitas Sec. Servs. USA, Inc.*, No. 13-CV-05016-JST, 2016 WL 1394275, at *4
2 (N.D. Cal. Apr. 7, 2016) (quoting *Hanlon v. Chrysler Corp.*, 150 F.3d 1011, 1027 (9th Cir.
3 1998)); *see also Clark v. Am. Residential Servs. LLC*, 175 Cal. App. 4th 785, 799, 96 Cal. Rptr.
4 3d 441, 451 (2009). These standards are met here, and final approval of the Settlement should
5 be entered.

6 **A. The Strength of Plaintiff’s Case**

7 “Where the plaintiffs’ claims are somewhat tenuous or establishing liability would be
8 difficult, this first factor favors settlement due to the uncertainties associated with continued
9 litigation.” *Edwards v. First Am. Corp.*, No. CV0703796SJOFFMX, 2016 WL 8999934, at *6
10 (C.D. Cal. Oct. 4, 2016) (internal quotation marks and citation omitted). Here, although Plaintiff
11 believes that his legal claims are strong and well-supported by the facts that would be developed
12 in discovery, Plaintiffs also acknowledge that data breach jurisprudence is continuing to develop
13 and that it is not certain he would have prevailed on his claims. *In re Anthem, Inc. Data Breach*
14 *Litig.*, 327 F.R.D. 299, 317 (N.D. Cal. 2018) (“Data-breach litigation is in its infancy with
15 threshold issues still playing out in the courts.”). Defendant would likely continue to deny any
16 wrongdoing and would challenge Plaintiffs’ legal claims and, in the absence of a settlement, a
17 jury could ultimately find for Defendant. This factor weighs in favor of final approval.

18 **B. The Risk, Expense, Complexity, and Likely Duration of Further Litigation**

19 Similarly, “[t]he expense and possible duration of the litigation are major factors to be
20 considered in evaluating the reasonableness of this settlement.” *Edwards*, 2016 WL 8999934, at
21 *6. If the case were to proceed without settlement, there would be considerable expenses, from
22 expert reports to numerous factual and legal arguments regarding liability, damages, and
23 injunctive relief, without any guarantee of relief for the Settlement Class. *Anthem*, 327 F.R.D. at
24 317 (“Courts have noted that legal uncertainty supports approval of a settlement.”). This
25 “uncertain state of the law” supports approval. *See Munoz v. BCI Coca-Cola Bottling Co. of Los*
26 *Angeles*, 186 Cal. App. 4th 399, 411, 112 Cal. Rptr. 3d 324, 333 (2010).

27 Plaintiffs expect there would likely be a lengthy and expensive battle of the experts about
28

1 reasonable steps that a business must take to protect data; whether the steps taken before and
2 after the Data Breach were reasonable; and the reliability of competing damages models, as well
3 as the cost attributable to a data security breach and the time spent rectifying any exposure of
4 PII. Each step towards trial would be subject to Defendant’s vigorous opposition. Even if the
5 case were to proceed to judgment on the merits, any final judgment would likely be appealed,
6 which would take significant time and resources. Although Plaintiffs believe he would ultimately
7 prevail, litigation of this matter through trial would be complex, costly, and long. *Lloyd v. Navy*
8 *Fed. Credit Union*, No. 17-CV-1280-BAS-RBB, 2019 WL 2269958, at *11 (S.D. Cal. May 28,
9 2019) (“The risk of future motions for summary judgment, for class certification and eventual
10 appeals weighs in favor of settlement at this stage of the proceedings.”) Because the Settlement
11 “eliminates the delay, costs, and uncertainty that further litigation would create, this factor
12 supports approval.” *Judson v. Goldco Direct, LLC*, No. CV196798PSGPLAX, 2021 WL
13 8462049, at *4 (C.D. Cal. June 11, 2021).

14 **C. The Risk of Maintaining Class Action Status Through Trial**

15 This case settled before a ruling on class certification, and the certification preliminarily
16 granted by the Court was for settlement purposes only. While Plaintiffs believe that the Court
17 would certify a class, Defendant would undoubtedly zealously oppose the motion. There is
18 substantial risk to Plaintiffs of obtaining and maintaining class certification. Class certification
19 outside the settlement context poses a significant challenge. *Adkins v. Facebook, Inc.*, 424 F.
20 Supp. 3d 686 (N.D. Cal. 2019) (denying motion to certify data breach damages class under Rule
21 23(b)(3)); *In re Anthem*, 327 F.R.D. at 318 (“While there is no obvious reason to treat
22 certification in a data-breach case differently than certification in other types of cases, the dearth
23 of precedent makes continued litigation more risky.”).

24 Even if certification were granted, the risk of decertification is great given that data
25 breach litigation is constantly “evolving” and thus “there is no guarantee of the ultimate result.”
26 *Yvonne Mart Fox v. Iowa Health Sys.*, No. 3:18-cv-00327-JDP, 2021 U.S. Dist. LEXIS 40640,
27 at *14 (W.D. Wis. Mar. 4, 2021); *Gordon v. Chipotle Mexican Grill, Inc.*, No. 17-cv-01415-

1 CMA-SKC, 2019 U.S. Dist. LEXIS 215430, at *3 (D. Colo. Dec. 16, 2019) (recognizing data
2 breach cases are “particularly risky, expensive, and complex” and “present significant challenges
3 to plaintiffs at the class certification stage.”). Where the Plaintiffs faced risk that the class would
4 not be certified, or could be decertified, this supports final approval of a class settlement. *See*
5 *Lloyd*, 2019 WL 2269958, at *11.

6 **D. The Extent of Discovery Completed**

7 “This factor requires the Court to gauge whether Plaintiff had sufficient information to
8 make an informed decision about the merits of her case.” *Judson*, 2021 WL 8462049, at *5.
9 Here, Defendant provided Plaintiffs with information concerning how the data-breach occurred,
10 in addition to insurance coverage and defendant’s financials. Armed with this information, Class
11 Counsel and Defendant negotiated the Settlement during an arm’s-length mediation with a clear
12 understanding of the strengths and weaknesses of both parties’ claims and defenses. “[F]ormal
13 discovery is not a necessary ticket to the bargaining table where the parties have sufficient
14 information to make an informed decision about settlement,” and thus the extent of discovery
15 completed here supports final approval of the Settlement. *Lloyd*, 2019 WL 2269958, at *12.

16
17 **E. The Amount Offered in Settlement, the Extent of Discovery Completed and the
State of the Proceedings**

18 The Agreement requires Defendant to provide four benefits for the Settlement Class: the
19 availability of two years of credit monitoring and identity restoration services, reimbursement of
20 documented economic losses up to \$5,000 per class member, up to \$120 in compensation for
21 lost time for each Class member who makes a claim. The amount Defendant is obligated to pay
22 for Ordinary Loss Reimbursement, Extraordinary Loss Reimbursement, and Time Lost is
23 \$175,000, but this number has not been reached and so each class member will receive a full
24 pay-out.

25 While the amount of money involved in the settlement is relatively modest, this reflects
26 the modest number ultimate damages suffered by Class Members, as reflected in the claims
27 procedure. As a result, this factor supports approving the Settlement.

1 **F. The Experience and Views of Counsel**

2 “Significant weight should be attributed to the belief of experienced counsel that
3 the settlement is in the best interest of the Class.” *Edwards*, 2016 WL 8999934, at *10 (citation
4 omitted). As noted in the preliminary approval motion, based on their collective years of
5 experience litigating class actions, complex litigation, and data breach cases, Class Counsel is
6 confident that the Settlement provides significant benefits for the Settlement Class. The arm’s
7 length nature of the Settlement and support of experienced Class Counsel favors final approval.

8 **G. The Reaction of the Class to the Settlement**

9 The notice plan outlined above was designed, and did, provide the best notice practicable
10 under the circumstances “to fairly apprise the prospective members of the class of the terms of
11 the proposed settlement and of the options that are open to them in connection with [the]
12 proceedings.” *7-Eleven Owners for Fair Franchising v. Southland Corp.*, 85 Cal. App. 4th 1135,
13 1164 (2000) (citation omitted). Notice was sent via direct mail to the 74,664 Settlement Class
14 members and, additionally, was published via various means to ensure the Settlement Class was
15 informed about the Settlement, the benefits it offered, and the opportunity to opt out or object.
16 Notice Decl. ¶¶ 22-29.

17 Since the notice plan was effectuated, the Settlement has received an overwhelmingly
18 favorable reaction from the Settlement Class. *See Martinez v. Helzberg's Diamond Shops*, No.
19 EDCV201085PSGSHKX, 2021 WL 9181893, at *6 (C.D. Cal. Sept. 24, 2021) (“In evaluating
20 the fairness, adequacy, and reasonableness of settlement, courts also consider the reaction of
21 the class to the settlement.”). “It is established that the absence of a large number of objections
22 to a proposed class action settlement raises a strong presumption that the terms of a
23 proposed class action settlement are favorable to the class members.” *Nat'l Rural Telecomms.*
24 *Coop. v. DIRECTTV, Inc.*, 221 F.R.D. 523, 528–29 (C.D. Cal. 2004); *see also Arnold v. Fitflop*
25 *USA, LLC*, No. CV 11-0973 W (KSC), 2014 WL 1670133, at *8 (S.D. Cal. Apr. 28,
26 2014) (concluding that the reaction to the settlement “presents the most compelling argument
27 favoring settlement”).

1 Out of 74,664 Settlement Class members that were sent direct notice, only five have
2 excluded themselves from the Settlement, and no one has objected. Notice Decl. ¶¶ 31. Clearly,
3 the Settlement is viewed favorably by the Settlement Class and should be approved.

4 **V. PLAINTIFF’S MOTION FOR FEES, COSTS AND INCENTIVE AWARDS**

5 On July 1, 2024, Plaintiffs filed a motion asking the Court to award attorneys’ fees, costs,
6 and a service award for the Plaintiffs. *See* Plaintiffs’ Motion for Attorneys’ Fees, Costs and
7 Incentive Awards and Memorandum of Points and Authorities in Support. As Plaintiffs showed
8 in that motion, the requested attorneys’ fees, costs, and service award are reasonable in light of
9 the significant benefit secured for the Settlement Class. Class Counsel seeks \$242,157.02 in
10 attorney’s fees. Similarly, Plaintiff’s requested cost reimbursement of \$14,842.98, is reasonable,
11 and courts routinely reimburse class counsel for the costs incurred in prosecuting civil actions
12 on a contingent basis. And finally, the requested \$3,500 service award for each class
13 representative is consistent with awards in similar cases. No Settlement Class member has
14 objected to Plaintiff’s request for attorneys’ fees, costs, or Plaintiff’s service award, which, in
15 addition to the reasons detailed in Plaintiff’s motion, supports granting Plaintiff’s request.

16 **VI. CONCLUSION**

17 Plaintiff and his counsel have made significant benefits available to Settlement Class
18 members during a time where the law surrounding data breaches is evolving and uncertain. The
19 Settlement Class members were provided direct and individual notice, or notice reasonably
20 directed to reach them, of the Settlement, and given additional resources by which to obtain
21 information about the Settlement. No Settlement Class member has objected to either the
22 Settlement or to Plaintiff’s request for attorneys’ fees, costs, and a service award.

23 For these reasons, and for the reasons in Plaintiff’s memorandum in support of
24 preliminary approval supporting certification of the Settlement Class and appointment of Class
25 Counsel, and Plaintiff’s motion to award attorneys’ fees, costs, and a service award, and
26 because the Settlement is fair, adequate, and reasonable, Plaintiff asks this Court to grant final
27 approval of the Settlement and grant his motion for attorneys’ fees, costs, and a service award.

28

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

Dated: August 15, 2024

Respectfully submitted,

By: /s/ Michael J. Boyle, Jr.

Michael J. Boyle, Jr. (SBN 258560)
mboyle@meyerwilson.com
MEYER WILSON CO., LPA
Matthew R. Wilson, Esq. (SBN 290473)
mwilson@meyerwilson.com
305 W. Nationwide Blvd
Columbus, OH 43215
Phone Number: 614-224-6000
Fax: 614-224-6066

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28