



STATE OF MAINE
ANDROSCOGGIN, SS.

BUSINESS AND CONSUMER COURT
CIVIL ACTION
DOCKET NO. BCD-CIV-2025-00028

IN RE CENTRAL MAINE DATA
SECURITY LITIGATION

MEMORANDUM OF LAW IN SUPPORT OF PLAINTIFF'S
MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT, AND
APPLICATION FOR ATTORNEYS FEE'S, COSTS AND SERVE AWARDS

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Plaintiffs¹ and Class Representatives Vanessa DeJoseph, Tonia Blanchette, Cathy Farmer, Glendon Farmer, Tammy Lunt, Alex Hill, and Stephen Beauton move, under Maine Rule of Civil Procedure 23, that the Court issue an order (1) approving the proposed class Settlement, as memorialized in the Settlement Agreement for which the Preliminary Approval Order was entered on the docket on July 9, 2026; (2) approving Plaintiffs' request for attorney fees, costs and service awards; (3) dismissing the action with prejudice; (5) declaring all Class Members who do not Opt-Out to be bound by the release of claims described in the Settlement Agreement and Release; and (5) reserving jurisdiction over the construction, interpretation, implementation, and enforcement of the Settlement Agreement and Release, including administration and distribution of payment thereunder.

I. Case History

Defendants Central Maine Healthcare Corporation d/b/a Central Maine Healthcare ("CMHC") and Central Maine Medical Center ("CMMC") (collectively, "CMH") are Maine non-profit corporations located in Lewiston, Maine. CMH is a healthcare provider that operates CMMC, the Central Maine Heart and Vascular Institute, the Central Maine Comprehensive Cancer Center, the Neonatal Intermediate Care Unit, Bridgton Hospital, Rumford Hospital, Central Maine Ambulatory Surgery, Maine Urgent Care, and certain long term care facilities.

As a necessary part of its business, Defendant CMH collects, maintains, and stores Private Information of its patients, including, but not limited to, names, dates of birth, treatment information, diagnostic information, and Social Security numbers. On or around June 1, 2025, CMH detected unauthorized activity in its network environment that resulted in a shutdown of its information technology applications, hardware, network servers, and phone systems. CMH's

¹ All capitalized terms herein shall have the same meaning as those defined in the Settlement Agreement, attached hereto as *Exhibit A*.

investigation determined that between March 19, 2025, and June 1, 2025, an unauthorized third-party accessed its IT Network and certain information contained within its IT Network. On July 31, 2025, CMH posted a “Notice of Data Incident” on its website and began sending letters to impacted individuals. Thereafter, it mailed written notification letters to approximately 218,884 individuals whose information may have been impacted by the Data Incident.

As a result of the Data Incident, commencing in June 2025, CMH was named in six putative Related Actions that have overlapping claims, seek to represent the same putative class members, and arise out of the same Data Incident.² Plaintiffs in the Related Actions conferred and agreed to move to consolidate the Related Actions and to appoint Class Counsel as Interim Co-Lead Class Counsel. Thereafter, on July 31, 2025, the Court consolidated the actions into this Action and appointed Mariya Weekes and Jeff Ostrow as Interim Co-Lead Class Counsel for plaintiffs in the Action.

On September 30, 2025, Plaintiffs filed a Consolidated Complaint. Thereafter, the Parties began discussing mediation and settlement. In January 2026, the parties agreed to stay the case until after mediation. The Parties then scheduled a mediation with experienced data security mediator, Bruce A. Friedman Esq. of JAMS. Joint Declaration of Class Counsel in Support of Plaintiffs’ Unopposed Motion for Preliminary Approval of Class Action Settlement (“Joint Decl.”), ¶ 5, attached to Plaintiffs Motion for Preliminary Approval as **Exhibit B**. In advance of the mediation, Plaintiffs propounded informal discovery requests to learn as much as possible

² *Blanchette v. Central Maine Healthcare Corporation d/b/a Central Maine Healthcare and Central Maine Medical Center* (Docket No. ANDSC-CIV-2025-00028); *Lunt v. Central Maine Healthcare Corporation and Central Maine Medical Center*, (Docket No. ANDSC-CIV-2025-00084); *Cathy Farmer and Glendon Farmer v. Central Maine Healthcare Corporation*, (Docket No. ANDSC-CIV-2025-00087); *Alex Hill v. Central Maine Healthcare Corporation*, (Docket No. ANDSC-CIV-2025-00088); *Vanessa DeJoseph v. Central Maine Healthcare Corporation*, (Docket No. ANDSC-CIV-2025-97); and *Stephen Beauton v. Central Maine Healthcare Corporation*, (Docket No. ANDSC-CIV-2025-00100).

about the Data Incident and the scope of the class. *Id.* ¶ 6. Through the provision of informal discovery, Plaintiffs were able to evaluate the merits of Defendants’ position. *Id.* The Parties also drafted detailed mediation briefs outlining their positions with respect to liability, damages, and settlement-related issues. *Id.* The Parties mediated on April 7, 2026, and after a full day of mediation, the Parties were unable to reach an agreement in principle to settle the matter on a class wide basis. *Id.* ¶ 7. After subsequent weeks of negotiations, the Parties eventually agreed upon the material terms of a settlement on May 19, 2026. *Id.* ¶ 7. Thereafter, on May 20, 2026, the Parties filed a Notice of Class Action Settlement and Stay of Deadlines. Plaintiffs filed their Unopposed Motion for Preliminary Approval of Class Action Settlement on July 6, 2026, which this Court granted on July 9, 2026.

II. The Settlement Terms and Benefits to the Settlement Class

The following is a summary of the material terms of the Settlement.

A. The Settlement Class

The proposed Settlement establishes the following Settlement Class:

All individuals residing in the United States whose Private Information may have been impacted in the Data Incident and to whom Defendants sent an individual notification that they were affected by the Data Incident.

Agreement ¶ 57. The Settlement Class excludes (a) all persons who are directors and officers of Defendants; (b) governmental entities; and (c) the Judge assigned to the Action, that Judge’s immediate family, and Court staff. *Id.*

B. Settlement Consideration

The Settlement provides for a \$1,368,025.00 non-reversionary cash Settlement Fund that will pay: (a) all claims for Cash Payments and Medical Records Monitoring; (b) all Settlement Administration Costs; and (c) any Court-awarded attorneys’ fees, costs, and Service Award to

Class Representative. *Id.* ¶ 54. Settlement Class Members may elect one of two types of Cash Payments and may also elect Credit Monitoring. *Id.* ¶¶ 57, 59. Defendants also agreed to valuable relief through additional data security measures undertaken or planned to be. *Id.* ¶ 60.

1. **Cash Payments** - Under the terms of the Settlement, Settlement Class Members may elect either Cash Payment A or Cash Payment B. Agreement ¶ 57.

a. Cash Payment A – Documented Losses

Settlement Class Members may submit a Claim for a Cash Payment under this section for up to \$5,000.00 per Settlement Class Member upon presentation of reasonable documented losses related to the Data Incident. Agreement ¶ 57(a). To receive a documented loss payment, a Settlement Class Member must elect Cash Payment A on the Claim Form attesting under penalty of perjury to incurring documenting losses. *Id.* Settlement Class Members will be required to submit reasonable documentation supporting the losses. *Id.* Settlement Class Members shall not be reimbursed for expenses if they have been reimbursed for the same expenses by another source. *Id.* If a Settlement Class Member does not submit reasonable documentation supporting a loss, or if their Claim is rejected by the Settlement Administrator for any reason, and the Settlement Class Member fails to cure his or her Claim, the Claim will be rejected and the Settlement Class Member's Claim will be treated as if he or she elected Cash Payment B. *Id.*

b. Cash Payment B – Alternate Cash Payment

As an alternative to Cash Payment A above, a Settlement Class Member may elect to receive Cash Payment B, which is a flat cash payment in the amount of approximately \$50.00, to be adjusted *pro rata* based on claims received. *Id.* ¶ 57(b)

Medical Records Monitoring - In addition to electing a Cash Payment, Settlement Class Members may elect to receive one year of CyEx's Medical Shield Complete product, or its

equivalent. *Id.* ¶ 59. The Medical Records Monitoring will include up to \$1 million dollars of identity theft insurance coverage. *Id.*

Pro Rata Adjustments on Cash Payments - Settlement Class Cash Payments will be subject to a *pro rata* increase in the event the amount of Valid Claims is insufficient to exhaust the entire Settlement Fund. Agreement ¶ 58. Similarly, in the event the amount of Valid Claims exhausts the amount of the Settlement Fund, the amount of the Cash Payments may be reduced *pro rata* accordingly. *Id.* For purposes of calculating the *pro rata* increase or decrease, the Settlement Administrator must distribute the funds in the Settlement Fund in the following order: (1) Medical Records Monitoring (2) Cash Payment A – Documented Losses claims, and (3) Cash Payment B – Alternate Cash Claims. *Id.* Any *pro rata* increases or decreases to Cash Payments will be on an equal percentage basis and is designed to exhaust the Settlement Fund. *Id.*

2. *Business Practice Changes* - Defendants will provide Class Counsel with a confidential writing, not for filing, of the cybersecurity measures implemented following the Data Incident and the amount spent by Defendants implementing these changes. Agreement ¶ 60.

3. *Releases* – The Releasing Parties will Release the Released Parties for claims relating to the Data Incident. Regardless of whether they submit a Claim, Settlement Class Members who do not opt-out of the Settlement will release all claims, whether known or unknown, against Defendants and the other Released Parties. *Id.* § XII.

III. Argument

A. The Proposed Settlement of the Action Warrants Final Approval.

A class action may be settled and dismissed only with the court's approval. Me. R. Civ. P. 23(e). Maine courts interpreting Maine Rule of Civil Procedural 23 follow federal interpretations of federal Rule 23. *See Millett v. Atlantic Richfield Co.*, 2000 ME 178, 111, 760 A.2d 250, 253-54.

In general, the court may approve a class action settlement based on a finding that it is fair, reasonable, and adequate. *Michaud*, 2:12-cv-00353-NT, 2015 U.S. Dist. LEXIS 32526, at *23-24, 2015 WL 1206490, at *8 (internal punctuation and citation omitted). "Generally, courts have recognized a presumption of fairness for settlements that are deemed to be the result of arm's length negotiations following meaningful or sufficient discovery." *Sylvester v. CIGNA Corp.*, 369 F. Supp. 2d 34, 44-45 (D. Me. 2005); *see also In re Pharm. Indus. Average Wholesale Price Litig.*, 588 F.3d 24, 32-33 (1st Cir. 2009); *Nat'l Ass'n of Chain Drug Stores v. New Eng. Carpenters Health Benefits Fund*, 582 F.3d 30, 44 (1st Cir. 2009). Similarly, "[w]hen the parties' attorneys are experienced and knowledgeable about the facts and claims, their representations to the court that the settlement provides class relief which is fair, reasonable and adequate should be given significant weight." *Rolland v. Cellucci*, 191 F.R.D. 3, 10 (D. Mass. 2000). The court should be guided by the "strong judicial policy favoring settlement as well as by the realization that compromise is the essence of settlement." *Bennett v. Behring Corp.*, 737 F.2d 982, 986 (11th Cir. 1984). "Typically, a court's final approval of a class action settlement involves balancing the advantages and disadvantages of the proposed settlement as against the consequences of going to trial or other possible but perhaps unattainable variations on the proffered settlement." *Michaud*, 2015 U.S. Dist. LEXIS 32626, at *25.

The following factors are relevant for determining whether a settlement is fair, reasonable, and adequate: (1) comparison of the proposed settlement with the likely result of litigation; (2) stage of the litigation and the amount of discovery completed; (3) reaction of the class to the settlement; (4) quality of counsel; (5) conduct of the negotiations; and (6) prospects of the case, including risk, complexity, expense, and duration. *Curtis v. Scholarship Storage Inc.*, 2:14-cv-303-NT, 2016 U.S. Dist. LEXIS 70410, at *3 (D. Me. May 31, 2016);

Michaud, 2015 U.S. Dist. LEXIS 32526 at *25.

Here, all six factors favor final approval of the settlement.

First, the proposed settlement for the class members compares well to the unpredictable result of litigation. Although nearly all class actions involve a high level of risk, expense, and complexity, data breach cases are especially so. *See In re Equifax Inc. Customer Data Sec. Breach Litig.*, No. 1:17-MD-2800, 2020 WL 256132, at *32-33 (N.D. Ga. Mar. 17, 2020) (recognizing the complexity and novelty of issues in data breach class actions); *In re Anthem, Inc. Data Breach Litig.*, No. 15-MD-02617-LHK, 2018 WL 3960068, at *12 (N.D. Cal. Aug. 17, 2018) (“[C]lass certification was not guaranteed, in part because Plaintiffs had a scarcity of precedent to draw on.”). Indeed, data breach litigation is a fast-developing field of law with many facets that have not been fully tested at the trial court level. Should this case proceed, it would become necessary for the Parties to engage in a lengthy discovery process, take time-consuming technical depositions, and engage in motion practice related to class certification and summary judgment. Given the complexity of the claims and arguments here, a lengthy trial would likely follow. Litigation would be extraordinarily complex, and it could take several years for the Class to see any real recovery, if any at all. Further, any award as the result of a trial in this case would likely be subjected to an appeal, which would further delay any recovery in this matter by a substantial period of time. The settlement proposed involves the immediate provision of real relief to the Class in the form of a non-reversionary settlement fund. Thus, this factor weighs in favor of approving Settlement.

Second, before a settlement was reached, both sides undertook substantial discovery to investigate their claims and defenses. Courts often “defer to the judgment of experienced trial counsel with regard to the evaluation of the strength of the case and the desirability of

settlement at this stage of the proceeding.” *Kritzer v. Safelite Solutions, LLC*, 2012 WL 1945144, at *7 (S.D. Ohio May 30, 2012). This is particularly true “where plaintiffs' counsel are skilled and experienced in consumer class action litigation.” *Bezdek*, 79 F. Supp. 3d at 348.

Here, Class Counsel made an informed decision regarding the appropriateness of settlement. Prior to negotiating the Settlement, Class Counsel sought and obtained informal discovery from Defendant on a number of topics, including: the number of individuals whose Private Information was potentially impacted during the Data Incident; the types of Private Information potentially impacted; and the potentially applicable insurance coverage. Further, Class Counsel conducted their own investigation into the nature of the allegations in the lead up to filing the Class Representatives’ original complaints, prior to filing the Consolidated Complaint, and during the pendency of the litigation. Class Counsel thoroughly evaluated this information in their analysis of damages. Through this process, Class Counsel came to understand the Data Incident and the issues arising from it and obtained an excellent settlement for the Settlement Class Members. Given their experience, Class Counsel had all the information needed to “adequately assess the[] case and the desirability of the proposed settlement.” *See Kritzer*, 2012 WL 1945144, at *7; *see also Robinson v. Nat’l Student Clearinghouse*, 14 F.4th 56, 58 (1st Cir. 2021) (affirming district court’s final approval of class action settlement where defendant provided informal discovery and disclosures prior to mediation, and finding that the “district court thus properly concluded that the parties negotiated at arm’s length and conducted sufficient discovery.”). The Court should find that Class Counsel conducted sufficient fact-finding.

Third, the class's reaction to the Settlement has been very positive. In most class

action settlements, a small number of opt-outs and objections “are to be expected” and do not impact the Settlement’s fairness. *In re Cardizem CD Antitrust Litig.*, 218 F.R.D. 508, 527 (E.D. Mich. 2003) (citations omitted); *see also Olden v. Gardner*, 294 F. App’x 210, 217 (6th Cir. 2008) (inferring that most “class members had no qualms” with a settlement in which 79 out of 11,000 class members objected). But here, absolutely no Class Members have objected to any aspect of the Settlement, and none have opted out. Declaration of Cameron R. Azari, Esq. regarding Commencement of Notice Program attached hereto as **Exhibit B** (“Admin Decl.”), ¶28. This factor therefore heavily weighs in favor of final approval³. *Compare In re Relafen Antitrust Litigation*, 231 F.R.D. 52, 72 (D. Mass. 2005) (reaction to settlement was positive with 140 opt-outs and 10 objections) with *In re Lupron Marketing Sales Practices Litig.*, 228 F.R.D. 75, 96 (D. Mass. 2005) (reaction to settlement was positive with 49 opt-outs and 10 objectors); *Bezdek.*, 79 F. Supp. 3d at 347 (reaction to the settlement was positive with 23 opt-outs and 3 objections).

Fourth, counsel for both sides are highly experienced and have demonstrated zealous dedication to their clients' causes.). Here, the Class Representatives have the same interests as all other Settlement Class Members, as they are asserting the same claims and share the same alleged injuries. Further, the Court has already recognized Class Counsel’s experience and qualifications in appointing them to lead this litigation, and the record shows Class Counsel worked diligently to litigate and ultimately bring this case to resolution. *See Order Granting Preliminary Approval*; *see also In re: Lumber Liquidators Chinese-Manufactured Flooring Prod. Mktg., Sales Practices & Prod. Liab. Litig.*, 952 F.3d 471, 485 (4th Cir. 2020) (finding counsel’s experience in complex civil litigation supported fairness of settlement). Defendant

³ Plaintiffs will file a supplemental declaration from Epiq prior to the hearing on Plaintiffs Unopposed Motion for Final Approval.

was also represented by a large, well-funded law firm with extensive experience in data privacy litigation.

Fifth, the record confirms vigorous settlement negotiations including a full-day mediation followed by weeks of negotiations. The negotiations in this matter occurred at arm's length. Settlements reached by experienced counsel that result from arm's-length negotiations are presumed to be fair, adequate and reasonable. *See Leonardo's Pizza by the Slice, Inc. v. Wal-Mart Stores, Inc.*, 544 U.S. 1044, 125 S. Ct. 2277, 161 L.Ed.2d 1080 (2005) (“[P]resumption of fairness, adequacy, and reasonableness may attach to a class settlement reached in arm's-length negotiations between experienced, capable counsel after meaningful discovery.”) (quoting Manual for Complex Litigation (Third) § 30.42 (1995)). This deference reflects the understanding that vigorous negotiations between seasoned counsel protect against collusion and advance the fairness consideration of Rule 23(e).

The Settlement here is the product of extensive arm's-length negotiations conducted by experienced counsel, all of whom are knowledgeable in complex consumer class actions, especially data breach class actions. The Settlement reflects the progress of months of negotiations, the preparation and the review of relevant informal discovery.

Class Counsel have considerable experience in handling consumer class actions, including data breach class actions, and are clearly capable of assessing the strengths and weaknesses of a case. The experience of the attorneys involved demonstrate the Settlement Class Members were well-represented at the bargaining table. Indeed, it is Class Counsel's opinion that the relief provided to the Settlement Class is a superior result. Accordingly, as this Court has held, “[w]hen the parties' attorneys are experienced and knowledgeable about the facts and claims, their representations to the court that the settlement provides class relief

which is fair, reasonable and adequate should be given significant weight.” *Rolland v. Cellucci*, 191 F.R.D. 3, 10 (D. Mass. 2000).

Sixth and finally, the settlement properly accounts for the risks, costs, complexity, and likely duration of continued litigation. As outlined in the Preliminary Approval Motion, Plaintiffs and the Class would have faced significant risks and costs if they had continued to litigate the case. Data breach” actions “are particularly risky, expensive, and complex.” *Gordon v. Chipotle Mexican Grill, Inc.*, No. 17-cv-01415-CMA-SKC, 2019 WL 6972701, at *1 (D. Colo. Dec. 16, 2019). First, there was a risk that Plaintiffs claims would not have survived, in part or full, on a class-wide basis after ruling on the motion to dismiss, motion for class certification, motions for summary judgment, *Daubert* motions on damages methodologies, and other motions. Indeed, due at least in part to their cutting-edge nature and the rapidly evolving law, data breach cases like this one generally face substantial hurdles—even just to make it past the pleading stage. *See Hammond v. The Bank of N.Y. Mellon Corp.*, No. 08 Civ. 6060, 2010 WL 2643307, at *1 (S.D.N.Y. June 25, 2010) (collecting data breach cases dismissed at the Rule 12(b)(6) or Rule 56 stage). Second, if Plaintiffs survived the motion to dismiss, prevailed on a motion for class certification, successfully defeated all of Defendant’s other objections and motions, and proceeded to trial, Plaintiff would have still faced significant risk, cost, and delay, including likely interlocutory and post-judgment appeals.

Comparing the risk, cost, and delay posed by proceeding to trial, the proposed Settlement provides certain, substantial, and immediate relief to the proposed Settlement Class. It ensures that Settlement Class Members with valid claims will receive guaranteed cash compensation, as well as the benefit of Medical Records Monitoring to protect against future losses. The substantial cost, risk, and delay of the trial and appeal process support a finding that the proposed

Settlement is adequate. *Bezdek*, 79 F. Supp. 3d at 345.

B. The Notice Program Was Successful

At preliminary approval, the Court approved the Parties' proposed Notice Program, finding it met the requirements of applicable law and due process. That plan has now been fully carried out by Settlement Administrator, Epiq. See generally Admin. Decl.

To satisfy due process, notice to class members must be the best practicable method and reasonably calculated under all the circumstances to apprise interested parties of the pendency of the action and afford them an opportunity to present their objections. *Phillips Petroleum Co. v. Shutts*, 472 U.S. 797, 812 (1985). Notice provided to the class must be sufficient to allow class members "a full and fair opportunity to consider the proposed decree and develop a response." *Mullane v. Central Hanover Bank & Trust Co.*, 339 U.S. 306, 315 (1950). While individual notice should be provided when class members can be located and identified through reasonable effort, notice may be provided by U.S. mail, electronic mail, or other appropriate means. ME. R. Civ. P. 23(c)(2)(B).

On July 13, 2026, Epiq received four data files with 219,283 identified Settlement Class Member records, which included full names and mailing addresses ("Class List"). *Id.* ¶ 21. Epiq deduplicated and rolled-up the records and loaded the unique, identified Settlement Class Member records into its database for this Settlement. *Id.* These efforts resulted in 218,600 unique, identified Settlement Class Member records (of these, five records did not have an associated mailing address and were not sent Notice). *Id.*

On August 10, 2026, Epiq commenced sending 218,595 Postcard Notices ("Postcard Notice") to all identified Settlement Class Members for whom an associated mailing address was available. *Id.* ¶22. The Postcard Notice was sent via United States Postal Service ("USPS") first-

class mail. *Id.* The Postcard Notice clearly and concisely described the Settlement and the legal rights of the Settlement Class Members. *Id.* In addition, the Postcard Notice also directed the recipients to the Settlement Website where they could access the Long Form Notice and additional information about the Settlement. The Postcard Notice is included as Attachment 2 to the Admin Decl.

Prior to sending the Postcard Notice, all mailing addresses were checked against the National Change of Address (“NCOA”) database maintained by the USPS to ensure all address information was up-to-date and accurately formatted for mailing.⁴ *Id.* ¶23. In addition, the addresses were certified via the Coding Accuracy Support System (“CASS”) to ensure the quality of the zip code and verified through Delivery Point Validation (“DPV”) to verify the accuracy of the addresses. *Id.* This address updating process is standard for the industry and for the majority of promotional mailings that occur today. *Id.*

The return address on the Postcard Notices is a post office box that Epiq maintains for this Settlement. *Id.* ¶24. The USPS automatically forwards Postcard Notices with an available forwarding address order that has not expired (“Postal Forwards”). *Id.* ¶24. Postcard Notices returned as undeliverable are re-mailed to any new address available through USPS information, (for example, to the address provided by the USPS on returned mail pieces for which the automatic forwarding order had expired but was still within the time period in which the USPS returned the piece with the address indicated), or to better addresses that are found using a third-party address

⁴ The NCOA database is maintained by the USPS and consists of approximately 160 million permanent change-of-address (COA) records consisting of names and addresses of individuals, families, and businesses who have filed a change-of-address with the Postal Service™. The address information is maintained on the database for 48 months and reduces undeliverable mail by providing the most current address information, including standardized and delivery-point-coded addresses, for matches made to the NCOA file for individual, family, and business moves.

lookup service. *Id.* ¶23. Upon successfully locating better addresses, Postcard Notices will be promptly remailed. *Id.* ¶23.

The Notice Program was determined to be the best practicable notice available under the circumstances. *Id.* ¶¶ 33-35.

In addition to direct notice and publication notice Epiq purchased the URL www.CMHDataSecuritySettlement.com and established the content at that location as the Settlement Website for this Action. *Id.* ¶ 25. The website includes answers to frequently asked questions, access to viewable, printable, and downloadable copies of the Long Form Notice, Claim Form, and other Settlement documents filed with the Court, a summary of the key dates and deadlines, and contact information for Atticus. *Id.* Through the Claims Deadline, the website also included secure access to an online Claim Form where Settlement Class Members could complete and submit claims electronically. *Id.*

Epiq also secured the toll-free telephone number 1-877-385-9773 as the Settlement information line for this matter. *Id.* ¶ 26. The line was activated to coincide with the launch of the Settlement Website and Notice Deadline and remains operational at this time. *Id.* The toll-free telephone line is staffed by live Atticus representatives during normal business hours. *Id.* Class Members who call after hours, or at times when a representative is unavailable, may leave a voicemail message and will receive a return call from the support team. *Id.*

C. For Settlement Purposes, The Action Should Be Finally Certified Under Rule 23.

An action can be settled as a class action that binds absent class members only if it is first certified as a class action under Rule 23. *See* Me. R. Civ. P. 23. Certification of an action requires that it meet the requirements of Rule 23(a) and one of the types of class actions described in Rule 23(b) for settlement purposes. *Id.*; *Michaud*, 2015 WL 1206490 at *2. This

Action satisfies the requirements of Rule 23 such that it may be certified for settlement purposes.

In granting preliminary approval, the Court found that the proposed class meets all of the applicable requirements for class certification under Me. R. Civ. P. Rule 23(a) and 23(b)(3). Specifically, the Court found that (1) the class is so numerous that joinder of all members is impracticable; (2) there are questions of law or fact common to the class; (3) the claims or defenses of the representative parties are typical of the claims or defenses of the class; and (4) the representative parties will fairly and adequately protect the interests of the class. Me. R. Civ. P. 23(a). And under Rule 23(b)(3), questions of law and fact common to the class predominate over any individualized issues, and a class action is the superior method of adjudication. Me. R. Civ. 23(b)(3). Nothing has changed since preliminary approval that would undermine this finding and Plaintiff respectfully request that the Court finally certify the Settlement Class for settlement purposes.

IV. Legal Standard for Attorneys' Fees

Rule 23 of the Maine Rules of Civil Procedure adopted much of Federal Rule of Civil Procedure 23 verbatim. *See* 1981 Committee Notes to Rule 23. Thus, federal case law is persuasive when addressing questions such as the proper measure of attorneys' fees in a class action case such as this. When awarding attorneys' fees, the First Circuit follows the common fund doctrine. "Under that doctrine, 'attorneys whose efforts lead to the creation of a fund for the benefit of the class are 'entitled to a reasonable attorney's fee from the fund as a whole.'" *In re Neurontin Mktg. & Sales Pracs. Litig.*, 58 F. Supp. 3d 167, 170 (D. Mass. 2014) (quoting *Boeing Co. v. Van Gemert*, 444 U.S.472, 478 (1980)); *Bezdek*, 79 F. Supp. 3d at 349 ("Attorneys in a certified class action may be awarded reasonable fees and costs."). "The First Circuit recognizes two general methods for

awarding attorney's fees in class actions: (1) the 'percentage of the fund' ('POF') method; and (2) the 'lodestar' method." *O'Connor v. Oakhurst Dairy*, No. 2:14-cv-00192, 2018 U.S. Dist. LEXIS 102244, at *10 (D. Me. June 19, 2018). While the Maine Law Court has not addressed this issue, at least one Maine Superior Court agrees that "[b]oth percentage methods and 'lodestar' methods have been found acceptable and are in widespread use." *Am. Trucking Ass'n, Inc. v. Diamond*, No. CV-89-410, 1990 WL 10049087, at *1 (Me. Super. July 20, 1990), vacated sub nom. *Am. Trucking Associations, Inc. v. Sec'y of State*, 595 A.2d 1014 (Me. 1991). "What method should be used is entirely a matter of judicial discretion in each individual case." *Id.*

The preferred method in class action cases in the First Circuit is the percentage-of-the-benefit (or percentage-of-the-fund) method because of its distinct advantages. *See In re Compact Disc Minimum Advertised Price Antitrust Litig.*, 216 F.R.D. 197, 215 (D. Me. 2003); *O'Connor*, 2018 U.S. Dist. LEXIS 102244, at *10 (same). In contingent fee cases such as this, the "percentage of the benefit" approach is preferred because it is easy to administer, reduces the possibilities of collateral disputes, enhances judicial efficiency, is less taxing on judicial resources, and "better approximates the workings of the marketplace." *In re Thirteen Appeals Arising out of the San Juan Dupont Plaza Hotel Fire Litig.*, 56 F.3d 295, 307 (1st Cir. 1995) ("[percentage of fund] method has certain distinct advantages over the lodestar method" including that it "is often less burdensome to administer and it enhances efficiency"); *see also Carlson v. Target Enter.*, 447 F. Supp. 3d 1, 3 (D. Mass 2020) ("In the First Circuit, the percentage of fund methodology, . . . is favored and appropriate in common fund cases."). There is no requirement to apply a lodestar analysis in a class action settlement. *See Scovil v. FedEx Ground Package Systems, Inc.*, No. 1:10-CV-515-DBH, 2014 U.S. Dist. LEXIS 33361, at *20-21 (D. Me. Mar. 14, 2014) (citing *Thirteen Appeals*).

V. The Requested Attorneys' Fees are Fair and Reasonable

Plaintiff here seeks Court approval of a combined award attorneys' fees in the amount of \$456,008.33 and out-of-pocket expenses in the amount of \$7,403.25 which is 33% of the Settlement Fund. See Joint Declaration of Class Counsel in Support of Motion for Attorneys' Fees, Expenses and Service Award attached hereto as **Exhibit C**. This request is within the range of attorneys' fee requests that have been approved in this District and within the First Circuit, including in similar data privacy class actions. *See In re Sovos Compliance Data Security Incident Litig.*, No. 1:23-cv-12100 (Dkt. No.51) (D. Mass. July 23, 2024) (awarding one-third in attorneys' fees); *McCormick v. Festiva Dev. Grp., LLC*, No. 2:09-cv-00365, 2011 U.S. Dist. LEXIS 67586, at *7 (D. Me. June 20, 2011) (awarding fees in the amount of one third of settlement fund); *Applegate v. Formed Fiber Techs., LLC*, No. 2:10-cv-00473, 2013 U.S. Dist. LEXIS 166171, at *1 (D. Me. Nov. 21, 2013) (same); *Bennett v. Roark Capital Grp., Inc.*, No. 2:09-cv-00421, 2011 U.S. Dist. LEXIS 48094, at *2 (D. Me. May 4, 2011) (same); *In re Solodyn Antitrust Litig.*, No. 14-md 2503, 2018 U.S. Dist. LEXIS 244677, at *11 (D. Mass. July 18, 2018) (same); *Bacchi v. Mass. Mut. Life Ins. Co.*, No.12-cv-11280, 2017 U.S. Dist. LEXIS 184926, at *10 (D. Mass. Nov. 8, 2017) ("Although the First Circuit has not set a presumptive benchmark for percentage of fund awards, other courts in the Circuit have noted that such benchmark has been between twenty to thirty-five percent.").

VI. The Relevant Factors Considered by Courts in this Circuit Support the Requested Fees Award

When determining the reasonableness of attorneys' fees, the First Circuit has not endorsed a specified set of factors. However, courts in this Circuit generally consider "the size of the fund and the number of persons benefitted; the skill, experience, and efficiency of the attorneys involved; the complexity and duration of the litigation; the risks of the litigation; the amount of

time devoted to the case by counsel; awards in similar cases; and public policy considerations.” *Mongue v. Wheatleigh Corp.*, No. 3:18-cv-30095-KAR, 2024 U.S. Dist. LEXIS 69928, at *13 (D. Mass. Apr. 16, 2024); *In re Neurontin*, 58 F. Supp. 3d at 170 (considering the same factors) (quoting *In re Lupron Mktg. & Sales Practices Litig.*, No. 01-CV-10861 RGS, 2005 U.S. Dist. LEXIS 17456, at *12 (D. Mass. Aug. 17, 2005) (citing *Goldberger v. Integrated Res., Inc.*, 209 F.3d 43, 50 (2d Cir. 2000))).⁵ Each of these factors support the requested fee as fair and reasonable.

A. Size of the Benefit and the Number of Persons Benefited

Here, Class Counsel’s requested Attorneys’ Fees and reasonable expenses necessary to the prosecution of this Action are reasonable under either the percentage of the benefit or lodestar method. As set out above, the settlement provides approximately 218,884 Settlement Class Members with substantial relief, including: (i) reimbursement of Documented Losses of up to \$5,000 per Settlement Class Member who incurred expenses or losses as a result of the Data Incident; (ii) Pro Rata Cash Payment; and (iii) one year of Medical Records Monitoring through CyEx’s Medical Shield Complete. Plaintiffs’ Attorneys’ Fees are well within the range of amounts routinely granted by courts in the federal First Circuit. *In re Neurontin Mktg. & Sales Practices Litig.*, No. 04-cv-10981-PBS, 2014 WL 5810625, at *3 (D. Mass. Nov. 10, 2014) (“[N]early two-thirds of class action fee awards based on the percentage method were between 25% and 35% of the common fund.”); *see also Mazola v. May Dep’t Stores Co.*, No. 97 Civ. 10872, 1999 WL

⁵ The factors were similarly expressed by this Court in *Sylvester v. CIGNA Corp.*, 401 F.Supp.2d 147, 151 (D. Me. 2005), as: “(1) the time and labor required, the novelty and difficulty of the questions involved and the skill requisite to properly perform the legal services; (2) the likelihood that acceptance of the particular employment will preclude other employment by the lawyers or their law firms; (3) the fee customarily charged for similar legal services; (4) the amount involved and the results obtained; (5) the time limitations imposed by the client or by the circumstances; (6) the nature and length of the professional relationship with the client; (7) the experience, reputation and ability of the lawyer or lawyers performing the services; and (8) whether the fee is fixed or contingent.” Applying that recitation of relevant factors, this Court should conclude the attorneys’ fees requested are reasonable.

1261312, at *4 (D. Mass. Jan. 27, 1999) (“[I]n this circuit, percentage fee awards range from 20% to 35% of the fund. This approach mirrors that taken by the federal courts in other jurisdictions.”); *Ranbaxy*, 630 F. Supp. 3d at 245 (collecting cases); *Gordan v. Massachusetts Mut. Life Ins. Co.*, 2016 WL 11272044, at *3 (D. Mass. Nov. 3, 2016) (awarding 1/3 of a \$30.9 million settlement fund in attorneys’ fees).

Notably, attorneys’ fee awards of one-third of the common fund have been made in a string of data breach cases in New England. *See, e.g. In re Emmanuel College Data Security Incident*, Case No. 1:24-CV-10314-AK (D. Mass.), ECF 46 (July 29, 2025) (granting final approval and awarding one-third of the \$925,000 common fund as reasonable attorneys’ fees); *Webb v. Injured Workers Pharmacy*, Case No. 1:22-cv-10797-RGS (D. Mass.), ECF 61 (January 16, 2025) (granting final approval of a non-reversionary common fund data breach settlement and attorneys’ fees of one-third of the \$1,075,000 Settlement Fund); *Kondo et al. v. Creative Services, Inc.*, Case No. 1:22-cv-10438-DJC (D. Mass.), ECF 39 (September 7, 2023) (granting final approval of non-reversionary common fund data breach settlement and attorneys’ fees of 33% of \$1.2 million Settlement Fund). Class Counsel’s request for an award of one-third of the settlement fund is thus entirely consistent with other awards in common fund cases, and should be approved here.

In addition to the size of the settlement benefit, when looking at the quality of Class Counsel’s representation, courts typically find the absence or near absence of objections from the class to the attorneys’ fees request supports the reasonableness of those fees. *See Bezdek*, 79 F. Supp. 3d at 347 (observing the “overwhelmingly positive” reaction of the class, which yielded only 23 opt-outs and 3 objections); *Maley v. Del Global Techs. Corp.*, 186 F. Supp. 2d 358, 374 (S.D.N.Y. 2002) (“The reaction by members of the Class is entitled to great weight by the Court.”). Here, there are currently no objections, and no opt-outs. Joint Fee Decl. ¶ 16. The Settlement

Class's reception thus far strongly suggests their approval of the Settlement and the proposed attorneys' fee award.

B. Class Counsel's Skills, Expertise and Efficiency

In evaluating Class Counsel's skill, expertise, and efficiency, courts determine whether counsel, "had a sufficient understanding of the merits of the case in order to engage in informed negotiations, particularly where plaintiffs' counsel are skilled and experienced in consumer class action litigation[.]" *Bezdek*, 79 F. Supp. 3d at 348. Class Counsel's background demonstrate that Class Counsel is experienced in the highly specialized field of class action litigation – particularly data breach class action litigation – and are well-credentialed and equal to the difficult and novel tasks at hand. *See generally* Joint Declaration in Support of Unopposed Motion for Preliminary Approval. Class Counsel's attorneys' fee request is commensurate with that skill and expertise, which was leveraged here to efficiently procure this valuable Settlement via early resolution of the Action.

C. Complexity and Duration of the Litigation

Even though Class Counsel is confident Plaintiff's claims would prevail at trial, as discussed above, they anticipated facing several challenges in prosecuting this Action, which anticipation led, in part, to the negotiations culminating in this Settlement. Joint Fee Decl. ¶ 7. Due at least in part to the cutting-edge nature of data protection technology and rapidly evolving law, data breach cases like this one are particularly complex and face substantial hurdles even just to make it past the pleading stage. *See, e.g., Pfeiffer v. Radnet, Inc.*, No. 2:20-cv-09553, 2022 U.S. Dist. LEXIS 125933, at *6-7 (C.D. Cal. Feb. 15, 2022) ("Historically, data breach cases have had great difficulty in moving past the pleadings stage and receiving class certification."); *Gaston v. Fabfitfun, Inc.*, No. 2:20-cv-09534, 2021 U.S. Dist. LEXIS 250695, at *7 (C.D. Cal. Dec. 9, 2021)

(“data breach class actions are among the riskiest and uncertain of all class action litigation due to the absence of direct precedent certifying data breach cases as class actions”); *In re Sonic Corp. Customer Data Sec. Breach Litig.*, No. 1:17-md- 2807, 2019 U.S. Dist. LEXIS 135573, at *14 (N.D. Ohio Aug. 12, 2019) (“Data breach litigation is complex and risky.”). Thus, absent this Settlement, Settlement Class Members may never have secured relief, financial, or otherwise, and would have otherwise endured lengthy, expensive, and arduous litigation, during which they would still be exposed to the risk of identity theft. Joint Fee Decl. ¶ 7.

Absent the Settlement, the Parties would likely engage in extensive pre-trial motion practice followed by complex and technical discovery, utilizing experts, which depletes resources from both Parties, as well as this Court. *Id.* The litigation’s complexity is not diminished by the fact that Class Counsel was able to reach a prompt and efficient settlement. By reaching this favorable Settlement prior to dispositive motions or trial, Plaintiff and Settlement Class Members avoid significant expense and delay, and instead ensure a fair recovery for the Settlement Class. *See Babcock v. C. Tech Collections, Inc.*, No. 1:14-CV-3124 (MDG), 2017 U.S. Dist. LEXIS 44548, at *14 (E.D.N.Y. Mar. 27, 2017) (“the settlement provides certain compensation to the class members now, rather than awaiting an eventual resolution that would result in further expense without any definite benefit to class members”).

Accordingly, the requested attorneys’ fee award considers the novelty and complex nature of data breach class action cases, and appropriately compensates Class Counsel’s ability to resolve this matter efficiently while timely recovering the maximum amount available to the Settlement Class.

D. Contingency and Risky Nature of Litigation

The uncertain nature of contingency fees requires counsel to assume more risk than in cases

where compensation is based on billable hours. The risk in prosecuting a data breach class action is an important consideration in determining an appropriate attorneys' fee award and is intended to recognize that cases taken on a contingent fee basis entail risk of non-payment for the attorneys who prosecute them. This factor also embodies an assumption that contingency work is entitled to greater compensation than non-contingency work. *In re Lupron* 2005 U.S. Dist. LEXIS 17456, at *15 (“[m]any cases recognize that the risk assumed by an attorney is perhaps the foremost factor in determining an appropriate fee award”); *see also Brulee v. Dal Global Servs., LLC*, No. CV 17-6433, 2018 U.S. Dist. LEXIS 211269, at *28 (C.D. Cal. Dec. 13, 2018) (“Attorneys are entitled to a larger fee award when their compensation is contingent in nature”). Here, Class Counsel undertook this Action on a purely contingent basis, with no assurance of recovery of costs or compensation for their time. Joint Fee Decl. ¶ 25. As such, they assumed significant risk of nonpayment or underpayment. *Id.* Furthermore, the attorneys involved have foregone the ability to devote time to other cases and advanced their own funds to prosecute the Action, all at the substantial risk it would yield no (or very little) recovery and leave them uncompensated for their time and out-of-pocket costs. *Id.* Despite these substantial risks, Class Counsel remained steadfast and chose to represent Plaintiffs on contingency. *See Pfeiffer*, 2022 U.S. Dist. 125933, at *7 (“Because Class Counsel took this case on a contingency basis in a risky and still-developing area of law, this factor weighs in favor of the proposed attorneys’ fee award.”). Because Class Counsel invested substantial time, effort, and resources into the litigation of this risky and uncertain case with no guarantee or promise of return on their investment, such risk warrants an appropriate fee. *George v. Acad. Mortg. Corp.*, 369 F. Supp. 3d 1356, 1380 (N.D. Ga. Mar. 20, 2019) (“a contingency fee arrangement often justifies an increase in the award of attorney’s fees”).

E. Plaintiff's Counsel's Time and Lodestar are Reasonable

Class Counsel and additional Plaintiffs' counsel devoted a significant amount of time to prosecuting Plaintiffs' claims efficiently and effectively to ensure that the best possible outcome for the Settlement Class could be achieved. As a result, their lodestar is reasonable. Joint Fee Decl. ¶ 26. The combined lodestar for Class Counsel and additional Plaintiffs' counsel here as described in the accompanying declaration is currently \$212,818.14, reflecting the combined attorney and paralegal time invested in the litigation thus far. Joint Fee Decl. ¶ 20. This time included investigating and drafting the initial complaints; conducting informal discovery; negotiating a complex Settlement Agreement; preparing for and attending mediation; moving for and successfully obtaining Preliminary Approval; working in concert with the Settlement Administrator; monitoring the Notice Program and Claim administration; and preparing this Motion. *Id.* As it currently stands, if approved by the Court, the requested combined fee award results in a current multiplier of approximately 2.14. *Id.* ¶ 25. *See, e.g., In re Sovos Compliance Data Security Incident Litig.*, No. 1:23-cv-12100 (Dkt. No. 51) (D. Mass. July 23, 2024) (approving 3.77 lodestar multiplier); *Mooney v. Domino's Pizza, Inc.*, No. 1:14-cv-13723, 2018 U.S. Dist. LEXIS 232959 (D. Mass. Jan. 23, 2018) (approving 4.77 lodestar multiplier); *Gordan*, 2016 U.S. Dist. LEXIS 195935, at *9 (approving 3.66 lodestar multiplier).

It is anticipated that Class Counsel will spend additional 40-50 hours going forward preparing for, and traveling for and appearing at, the Final Approval Hearing, overseeing the final weeks of the Claim process, and handling all post-Settlement approval issues. Joint Fee Decl. ¶ 21. Therefore, this Court should “defer to the winning lawyer’s professional judgment as to how much time he was required to spend on the case” and find Class Counsel’s lodestar is reasonable and supports an appropriate valuation of the time spent. *Moreno v. City of Sacramento*, 534 F.3d

1106, 1112 (9th Cir. 2008); *see also Rodriguez v. County of L.A.*, 96 F. Supp. 3d 1012, 1024 (C.D. Cal. 2014) (“Courts generally accept the reasonableness of hours supported by declarations of counsel.”). These efforts, taken with the risk of no recovery, amply support the requested award in this case, and demonstrate that the attorneys’ fees requested here have been well earned.

F. Awards in Similar Cases

Courts across the country award similar attorneys’ fees in class actions involving data breaches. *See, e.g., Ford v. Takeda Pharms. U.S.A., Inc.*, No. 1:21-cv-10090, 2023 U.S. Dist. LEXIS 93286, at *8 (D. Mass. Mar. 31, 2023) (same); *Silva v. Consol. Scaffolding, Inc.*, No. 1:24-cv-04591, 2024 U.S. Dist. LEXIS 168162, at *5 (S.D.N.Y. Sept. 18, 2024) (finding “that the one-third contingency fee in this case is appropriate”); *In re Payment Card Interchange Fee & Merch. Disc. Antitrust Litig.*, 991 F. Supp. 2d 437, 445 (E.D.N.Y. 2014) (“[I]t is very common to see 33% contingency fees in cases with funds of less than \$10 million.”); *City of Providence v. Aéropostale, Inc.*, No. 11-cv-7132, 2014 U.S. Dist. LEXIS 64517, at *60 (S.D.N.Y. May 9, 2014) (awarding one-third in attorneys’ fees).

Examples of attorneys’ fee awards of 33.33% or higher in data breach cases include: *Garza v. HealthAlliance, Inc.*, No. 72450/2023 (NY Sup. Ct., Westchester Cty.) (approving 35% of the settlement fund); *In re Fortra File Transfer Software Data Sec. Breach Litig.*, No. 24-MD-03090, 2025 WL 457896, at *11-12 (S.D. Fla. Feb. 11, 2025) (approving 33.33% of the settlement fund); *In re Planet Home Lending, LLC Data Breach*, No. 3:24-cv-127 (KAD) (D. Conn.), ECF No. 48 (same); *In re CorrectCare Data Breach Litig.*, No. 5:22-319-DCR, 2024 WL 4211480, at *4 (E.D. Ky. Sept. 14, 2024) (same); *Kondo, et al. v. Creative Services, Inc.*, No. 1:22-cv-10438-DJC, ECF No. 39 (D. Mass. Sept. 7, 2023) (same); *In re Sovos Compliance Data Security Incident Litig.*, No. 1:23-cv-12100 (Dkt. No. 51) (D. Mass. July 23, 2024) (awarding one-third in attorneys’ fees);

Alliance Ophthalmology, PLLC v. ECL Group, LLC, Nos. 1:22- CV-296, 1:22-CV-468, 2024 WL 3203226, at *14-16 (M.D.N.C. June 27, 2024); *Abrams, et al. v. The Savannah College of Art and Design Inc.*, No. 1:22-cv-04297-LMM, ECF No. 29 (N.D. Ga. Sept. 23, 2023) (same); *Phelps, et al. v. Toyotetsu North America*, No. 6:22-cv-00106-CHB-HA, ECF No. 47 (E.D. Ky. Oct. 25, 2023) (same); *In re: Forefront Data Breach Litigation*, No. 1:21-cv-000887-LA, 2023 WL 6215366, at *9 (E.D. Wis. Mar. 22, 2023) (same); and *Davidson v. Healthgrades Operating Company, Inc.*, No. 1:21-cv-01250-RBJ, ECF No. 50 (D. Colo. Aug. 22, 2022) (same).

As the case law from the courts cited above demonstrate, the requested attorneys' fee award sought here is squarely in line with other awards approved in other data breach cases across the country.

G. Public Policy Considerations

Finally, public policy considerations support awarding Class Counsel the requested attorneys' fee award. "The public benefits when attorneys undertake a complex commercial case that implicates consumer protections and data privacy. In addition to providing compensation to injured class members, the litigation and settlement of plaintiffs' claims incentivizes retailers to take stronger data protection measures." *In re Hudson's Bay Co. Data Sec. Incident Consumer Litig.*, No. 18-cv-8472, 2022 U.S. Dist. LEXIS 102805, at *67 (S.D.N.Y. June 8, 2022). Here, the Settlement serves an important public policy consideration.

While court-awarded fees must be reasonable, setting fees too low or randomly will create poor incentives to bringing large class action cases. *See In re GSE Bonds Antitrust Litig.*, No. 19-cv-1704, 2020 U.S. Dist. LEXIS 104842, at *24 (S.D.N.Y. June 16, 2020) ("Generally, public policy is served by ensuring a fee is large enough to incentivize lawyers to bring meritorious class actions in the future."). Accordingly, compensating Class Counsel appropriately for prosecuting

this action serves this important policy goal. Thus, public policy considerations favor the reasonableness of the requested fees award.

VII. The Requested Expense Reimbursement is Reasonable and Should be Awarded

Lawyers who recover a common benefit for a class are entitled to reimbursement of litigation expenses that were reasonably and necessarily incurred in connection with the litigation. *See Ford*, 2023 U.S. Dist. LEXIS 93286, at *7-8 (quoting *Hill v. State St. Corp.*, No. 09-12146, 2014 U.S. Dist. LEXIS 179702, at *53 (D. Mass. Nov. 26, 2014)); *see also Anderson v. Team Prior, Inc.*, No. 2:19-cv-00452, 2022 U.S. Dist. LEXIS 196144, at *19 (D. Me. Oct. 28, 2022) (approving reasonable litigation expenses in a class action settlement). To be recoverable, the costs must be “adequately documented and reasonably and appropriately incurred in the prosecution of the class action.” *In re Safety Components, Inc. Sec. Litig.*, 166 F. Supp. 2d 72, 108 (D. N.J. 2001). Here, Class Counsel and additional Plaintiffs’ counsel incurred a combined \$7,403.25 in litigation costs that were necessary to the representation of the Settlement Class and seek reimbursement of the same. Joint Fee Decl. ¶ 24. These well-documented costs include the various court filing and pro hac vice fees, service costs, mediation fees and legal research. These costs were modest, reasonable, and necessary for the prosecution of the case. *See, e.g., Hill*, 2014 U.S. Dist. LEXIS 179702, at *53-54 (reimbursing litigation costs for necessary expenses such as court fees and legal research).

VIII. The Requested Service Awards Should Be Approved

Finally, the Class Representatives respectfully request approval of Service Awards in the amount of \$2,500.00 each, for a total of \$17,500.00. These awards recognize the burdens assumed by Plaintiffs in instituting the Related Actions, spending time communicating with Class Counsel, fulfilling litigation and Class Representative responsibilities, and taking on the risks inherent with

publicly attaching themselves to the Action. *See, e.g., In re Relafen*, 231 F.R.D. at 82 (“Because a named plaintiff is an essential ingredient of any class action, an incentive award can be appropriate to encourage or induce an individual to participate in the suit.”) (citation omitted); *In re Lupron*, 2005 U.S. Dist. LEXIS 17456, at *24-25 (same). “In granting incentive awards to named plaintiffs in class actions, courts consider not only the efforts of the plaintiffs in pursuing the claims, but also . . . rewarding representative plaintiffs for being instrumental in obtaining recoveries for persons other than themselves.” *Bussie v. Allmerica Fin. Corp.*, No. 97-40204, 1999 U.S. Dist. LEXIS 7793, at *11-12 (D. Mass. May 19, 1999) (approving \$5,000 each for the four representative plaintiffs); *see also* Anderson, 2022 U.S. Dist. LEXIS 196144, at *18-19 (same); *In re Intuniv Antitrust Litig.*, No. 16-cv-12396, 2022 U.S. Dist. LEXIS 13893, at *7 (D. Mass. Jan. 26, 2022) (same).

Here, Plaintiffs agreed to serve as Class Representatives and have been actively involved in the litigation. Joint Fee Decl. ¶ 27. Plaintiffs pursued the interests of the Settlement Class by undertaking responsibilities attendant to serving as Class Representatives, including, without limitation, periodically conferring with Class Counsel, providing relevant documents and information, and reviewing pleadings, settlement documents, and other filings in the Action. *Id.* The information they provided Class Counsel was critical in determining the legal claims to be asserted and the scope of damages alleged. *Id.* Accordingly, given the time and efforts in supporting the litigation, combined with the risks and burdens of serving as Class Representatives, the application for a \$2,500.00 Service Award to each settlement Class Representative should be granted.

IX. Conclusion

For the foregoing reasons, Plaintiff and Class Representatives respectfully requests

that the Court enter the proposed order granting final approval of the Settlement and awarding Plaintiffs requested attorney's fees, costs and Service Awards.

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Respectfully submitted,

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