UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY

BRUCE GRAYCAR, BRENDA L. CRAWFORD, JERMAINE B. CRAWFORD, and KATRINA BOWENS, Individually and on Behalf of All Others Similarly Situated, Plaintiffs, v. CAPITAL HEALTH SYSTEMS, INC., Defendant.	Case No. 3:23-CV-23234-MAS-JTQ District Judge Michael A. Shipp Magistrate Judge Justin T. Quinn Motion Day: July 14, 2026

MEMORANDUM OF LAW IN SUPPORT OF PLAINTIFFS' UNOPPOSED MOTION FOR AN AWARD OF ATTORNEYS' FEES, REIMBURSEMENT OF EXPENSES, AND PLAINTIFFS' SERVICE AWARDS

Kenneth J. Grunfeld
KOPELOWITZ OSTROW FERGUSON WEISELBERG GILBERT
65 Overhill Road
Bala Cynwyd, PA 19004
Telephone: (954) 525-4100
grunfeld@kolawyers.com

James J. Pizzirusso (*pro hac vice*)
HAUSFELD LLP
888 16th Street, N.W., Suite 300
Washington, D.C. 20006
Telephone: (202) 540-7200
Facsimile: (202) 540-7201
jpizzirusso@hausfeld.com

James E. Cecchi
Jason H. Alperstein
CARELLA, BYRNE, CECCHI, BRODY & AGNELLO, P.C.
5 Becker Farm Road
Roseland, NJ 07068
Telephone: (973) 994-1700
jcecchi@carellabyrne.com
jalperstein@carellabyrne.com

TABLE OF CONTENTS

TABLE OF AUTHORITIES

Page(s)

Cases

Other Authorities

INTRODUCTION

This case is about the disclosure of highly sensitive personal information of over 500,000 patients of Defendant Capital Health Systems, Inc. ("Defendant" or "Capital Health"), who failed to protect that information from a hacker who caused a data breach (the "Data Incident") and exposed Class Members' highly sensitive personal information.

On November 10, 2025,[1] this Court entered an Order: (i) preliminarily approving the Settlement between Plaintiffs (as proposed Settlement Class Representatives),[2] on behalf of themselves and all others similarly situated, and Capital Health (ii) appointing Class Counsel for the Settlement Class, and (iii) conditionally certifying the following class for settlement purposes:

> All persons whose Private Information was potentially compromised because of the Data Incident.

Dkt. No. 62-3 ("Settlement Agreement") ¶ 69.

As reflected in Plaintiffs' Motion for Final Approval of the Settlement, the Settlement provides substantial benefits to the Settlement Class. The total value of the Settlement to the Settlement Class, including the provision of Credit Monitoring for over 500,000 Class Members, is substantial. With preliminary approval, notice has been sent to the Settlement Class, the Settlement Website is up and running, and 20,657 claims have been submitted.

Plaintiffs now seek approval of $1,500,000.00 in attorneys' fees representing 33.33% of the Common Fund, reimbursement of $8,818.56 in actual expenses, and class representative service awards totaling $16,000.00.

---

[1] Order Granting Plaintiffs' Motion for Preliminary Approval of Class Action Settlement [Dkt. No. 66] ("Preliminary Approval Order").

[2] Bruce Graycar, Brenda L. Crawford, Jermaine B. Crawford, and Katrina Bowns (collectively, "Plaintiffs" or "Class Representatives").

FACTUAL BACKGROUND

A. The Work Undertaken by Settlement Class Counsel

This Settlement is the result of over two years of work by Class Counsel for the Settlement Class from an action initiated on December 19, 2024. *See* Joint Declaration of Class Counsel in Support of Unopposed Motion for Final Approval of Class Settlement and Application for Attorneys' Fees, Costs and Service Award [Dkt. No. 74-2] ("Joint Decl.") ¶ 9. Plaintiffs filed a Consolidated Amended Complaint against Defendant on May 24, 2025, alleging claims for negligence, negligence *per se*, breach of implied contract, breach of fiduciary duty, unjust enrichment, declaratory judgment, and violation of the New Jersey Consumer Fraud Act, N.J.S.A. § 56:8, *et seq.*, seeking damages and equitable relief in connection with the Data Incident announced by Capital Health that impacted PHI and PII of the Settlement Class. Joint Decl. ¶ 10.

B. Settlement Discussions

The Parties engaged the Hon. Justin T. Quinn to assist with their settlement negotiations. In advance of the settlement conference, the Parties exchanged informal discovery requests on, among other things, the nature and cause of the Data Incident, the number and geographic location of individuals impacted, the specific type of information accessed, and the injuries and damages alleged by Plaintiffs. The Parties also submitted comprehensive settlement conference statements. Joint Decl. ¶ 11.

The settlement conference was conducted in person in Trenton, New Jersey, before Magistrate Judge Quinn on March 31, 2025, and lasted all day. Joint Decl. ¶ 12. Ultimately, the parties reached an agreement on the material terms of a class-wide settlement. The parties agreed to settle the Litigation on the terms and conditions set forth in the Settlement Agreement in recognition that the outcome of the Litigation is uncertain and that achieving a final result through

a trial and likely appeals would require substantial additional risk, uncertainty, discovery, time, and expense for each of the Parties. Joint Decl. ¶ 13.

On or about July 16, 2025, the Parties executed the Settlement Agreement and presented it to the Court for Preliminary Approval. Dkt. No. 62-3; *see also* Preliminary Approval Order [Dkt. 66].

ARGUMENT

I. THE REQUESTED ATTORNEYS' FEES AND EXPENSES SHOULD BE AWARDED

The Federal Rules of Civil Procedure expressly authorize that "the court may award reasonable attorney's fees and nontaxable costs that are authorized by law or by the parties' agreement." Fed. R. Civ. P. 23(h). The award of attorneys' fees in a class action settlement is within the Court's discretion. *Rossi v. Procter & Gamble Co.*, 2013 WL 5523098, at *9 (D.N.J. Oct. 3, 2013).

Class Counsel seek $1,500,000.00 in attorneys' fees, $8,818.56 for reimbursed expenses incurred in the litigation, and $4,000 service awards for each of the four named Settlement Class Representatives ($16,000). For the reasons set forth below, this proposed award of attorneys' fees, expenses, and service awards is reasonable and should be approved by the Court.

A. The Factors Governing Approval of Attorneys' Fees and Expenses Support the Requested Amount

1. Class Counsel Obtained a Substantial Benefit for Settlement Class Members

In common fund cases such as this one, attorneys' fees are typically awarded through the percentage-of-recovery method. *See In re Rite Aid Corp. Sec. Litig.*, 396 F.3d 294, 300 (3d Cir. 2005). The percentage-of-recovery method provides for attorneys' fees by awarding a reasonable percentage of the common fund. *Id.* The percentage-of-recovery method is preferred over the

lodestar method for assessing attorneys' fees in in common fund cases because it "'rewards counsel for success and penalizes it for failure.'" *Id.* (quoting *In re Prudential Ins. Co. Am. Sales Prac. Litig. Agent Actions*, 148 F.3d 283, 333 (3d Cir. 1998)).

The reasonableness of attorneys' fee awards in class action cases is traditionally viewed under the factors enunciated in *Gunter v. Ridgewood Energy Corp.*, 223 F.3d 190, 195 n.1 (3d Cir. 2000); *see In re AT & T Corp.*, 455 F.3d 160, 166 (3d Cir. 2006).[3]

The first *Gunter* factor, as relevant here (*i.e.*, the number of persons benefitted), clearly weighs in favor of approving the requested attorneys' fees and expenses. *See Beneli v. BCA Fin. Servs., Inc.*, 324 F.R.D. 89, 108 (D.N.J. 2018) ("The first *Gunter* factor 'consider[s] the fee request in comparison to . . . the number of class members to be benefitted.'") (quoting *Rowe v. E.I. DuPont de Nemours & Co.*, 2011 WL 3837106, at *18 (D.N.J. Aug. 26, 2011)). As of March 19, 2026, 499,098 of the 500,535 unique, identified Settlement Class Members received direct notice by postcard notice, which informed Class Members of their settlement rights, and there have been 38,558 unique visits to the Settlement website and 2,939 calls to the Settlement Administrator. *See* Declaration of Cameron R. Azari of Epiq, regarding implementation and Adequacy of Notice Program [Dkt. No. 74-7] ("Admin. Decl.") ¶¶ 16-18. As further detailed in the proposed Settlement Agreement, the Settlement provides a substantial benefit to the Class. Pursuant to the proposed Settlement Class Member Benefits, to the extent they are able to document and support entitlement to such relief and submit a valid claim form, each Settlement Class Member is provided with the

[3] Those factors include: (1) the size of the fund created and the number of persons benefitted; (2) the presence or absence of substantial objections to the settlement terms and/or fees requested by counsel; (3) the skill and efficiency of the attorneys involved; (4) the complexity and duration of the litigation; (5) the risk of nonpayment; (6) the amount of time devoted to the case by plaintiffs' counsel; and (7) the awards in similar cases. *See Gunter*, 223 F.3d at 195 n.1.

opportunity to obtain the benefits listed therein, including Out-of-Pocket Loses, credit monitoring or cash payments. *Id.* ¶¶ 84-87.

Class Counsel negotiated a meaningful Settlement for the Class and conferred an immediate and real benefit on the Settlement Class. This is in addition to the other benefits provided to the Class as part of the wider settlement program, including the costs of notice and settlement administration and attorneys' fees, which are properly included as part of the total settlement value. *See In re Suboxone (Buprenorphine Hydrochloride & Naloxone) Antitrust Litig*., 2024 WL 815503, at *14 (E.D. Pa. Feb. 27, 2024) (value of settlement includes administrative expenses, attorneys' fees, and costs) (citing cases); *In re Philips Recalled CPAP, Bi-Level PAP, & Mech. Ventilator Prods. Litig*., 347 F.R.D. 113, 132 (W.D. Pa. 2024) (value of settlement includes costs for claims administrator, attorneys' fees and held costs); *Jackson v. Wells Fargo Bank, N.A*., 136 F. Supp. 3d 687, 713 (W.D. Pa. 2015) (total settlement value includes attorney's fees, costs, and expenses of administration); *In re Prudential Ins. Co. of Am. Sales Prac. Litig*., 106 F. Supp. 2d at 730 (value of settlement includes "the requested attorneys' fees and expenses . . .; the cost of the unprecedented outreach and other notices, . . . as well as the huge administrative expenses . . . ."); *cf. In re Wawa, Inc. Data Sec. Litig*., 85 F.4th 712, 716 (3d Cir. 2023) ("parties added those fees, expenses, and awards . . . to create what they call a 'constructive common fund'").

Given the inherent litigation risks in this putative nationwide class action, the benefit is highly significant as it provides tangible benefits to the Class without the risks and delays of continued litigation. This factor, therefore, favors the award of the requested fees.

2. The Absence of Objections

Further, with regard to the second *Gunter* factor—the presence or absence of substantial objections to the settlement terms and/or fees requested by counsel—no Class Member has objected to the settlement and only four individuals have requested exclusion pursuant to the terms

of the Settlement Agreement and Preliminary Approval Order. *See* Admin Decl. ¶ 20. Such low numbers demonstrate a highly positive response to the proposed Settlement, which favors awarding the requested fee. *See Sullivan v. DB Invs., Inc.*, 667 F.3d 273, 321 (3d Cir. 2011) ("minimal number of objections and requests for exclusion are consistent with class settlements we have previously approved" and "favor settlement"); *Demmick v. Cellco P'ship*, 2015 WL 13643682, at *7 (D.N.J. May 1, 2015). Silence from the overwhelming majority of class members is presumed to indicate agreement with the Settlement terms. *See In re Gen. Motors Corp. Pick-Up Truck Fuel Tank Prod. Liab. Litig.*, 55 F.3d 768, 812 (3d Cir. 1995).

3. Skill and Efficiency of Counsel: Class Counsel Brought This Matter to an Efficient Conclusion

Class Counsel's success in bringing this litigation to a successful conclusion is perhaps the best indicator of the experience and ability of the attorneys involved. *In re AremisSoft Corp. Sec. Litig.*, 210 F.R.D. 109, 132 (D.N.J. 2002) ("The single clearest factor reflecting the quality of the class counsels' services to the class are the results obtained."). The quality of the work which has been presented to the Court, the undersigned believe, speaks for itself. Facing the risk of further litigation and questionable financial resources of the primary Defendant, as discussed above, Class Counsel secured substantial relief for the Class.

The fact that a case settles as opposed to proceeding to trial, in and of itself, is never a factor that the district court should rely upon to reduce a fee award. "To utilize such a factor would penalize efficient counsel, encourage costly litigation, and potentially discourage able lawyers from taking such cases." *Gunter*, 223 F.3d at 198 (footnote omitted). Further, Class Counsel invested significant time to achieve the Settlement. *See* Joint Decl. ¶ 23.

In addition, Class Counsel has substantial experience litigating large-scale class actions and multidistrict litigations, and the Settlement Agreement is an extremely favorable resolution

for the Settlement Class Members given the attendant risks of continued litigation. *See* Dkt. No. 62-4, 62-5, 62-6 (Carella Byrne Cecchi Brody & Agnello, P.C., Kopelowitz Ostrow, P.A., and Hausfeld LLP firm resumes). Both sides litigated this case aggressively and professionally.

The quality and vigor of opposing counsel is also relevant in evaluating the quality of the services rendered by Class Counsel. *See, e.g.*, *In re Ikon Office Sol., Inc. Sec. Litig.*, 194 F.R.D. 166, 194 (E.D. Pa. 2000); *In re Warner Comm'ns Sec. Litig.*, 618 F. Supp. 735, 749 (S.D.N.Y. 1985) ("The quality of opposing counsel is also important in evaluating the quality of plaintiffs' counsels' work."); *Shaw v. Toshiba Am. Info. Sys., Inc.*, 91 F. Supp. 2d 942, 970 (E.D. Tex. 2000). Defendants were ably represented by counsel from Lewis Brisbois Bisgaard & Smith, LLP, who are highly experienced and seasoned attorneys known for success in civil litigation matters.

Class Counsel's ability to obtain the Settlement for the Class in the face of formidable opponents further confirms the high quality of Class Counsel's representation. Accordingly, Class Counsel respectfully submits that the third *Gunter* factor, the skill and efficiency of the attorneys involved, strongly supports their application.

4. The Complexity and Duration of the Litigation

The fourth *Gunter* factor is intended to capture "the probable costs, in both time and money, of continued litigation." *In re Gen. Motors*, 55 F.3d at 812 (quoting *Bryan v. Pittsburgh Plate Glass Co.*, 494 F.2d 799, 801 (3d Cir. 1974)). Plaintiffs here faced considerable legal and factual hurdles absent settlement. Plaintiffs "case would have faced . . . legal and factual hurdles on . . . summary judgment, at trial, and potentially on appeal." *In re Ocean Power Techs., Inc.*, 2016 WL 6778218, at *28 (D.N.J. Nov. 15, 2016) (citation omitted). Continued litigation likely would have been very costly for all parties. Even were Plaintiffs able to recover a large judgment at trial on behalf of the Settlement Class Members, any actual recovery would likely have been postponed for years. There was also the possibility that Plaintiffs would recover nothing. The Settlement

Agreement secures a recovery for the Settlement Class now, rather than the "speculative promise of a larger payment years from now." *In re Viropharma Inc. Sec. Litig.*, 2016 WL 312108, at *16 (E.D. Pa. Jan. 25, 2016). Thus, the fourth *Gunter* factor weighs in favor of approval of the requested fees.

5. Class Counsel Undertook the Risk of Non-Payment

Class Counsel undertook this action on an entirely contingent fee basis, assuming a substantial risk that the litigation would yield no, or very little, recovery and leave them uncompensated for their time as well as for their substantial out-of-pocket expenses. Courts across the country have consistently recognized that the risk of receiving little or no recovery is a major factor in considering an award of attorneys' fees. *See, e.g.*, *Warner Comm'ns*, 618 F. Supp. at 747-49 (citing cases). As one court stated:

> Counsel's contingent fee risk is an important factor in determining the fee award. Success is never guaranteed and counsel faced serious risks since both trial and judicial review are unpredictable. Counsel advanced all of the costs of litigation, a not insubstantial amount, and bore the additional risk of unsuccessful prosecution.

In re Prudential-Bache Energy Income P'ships Sec. Litig., 1994 WL 202394, at *6 (E.D. La. May 18, 1994); *see also In re Ocean Power Techs., Inc.*, 2016 WL 6778218, at *28 ("Courts across the country have consistently recognized that the risk of receiving little or no recovery is a major factor in considering an award of attorneys' fees.") (citation omitted); *In re Schering-Plough Corp. Enhance ERISA Litig.*, 2012 WL 1964451, at *7 (D.N.J. 2012) ("Courts routinely recognize that the risk created by undertaking an action on a contingency fee basis militates in favor of approval.") (citations omitted). Class Counsel has litigated this case without pay and shouldered the risk that the litigation would yield little to no recovery. Despite the litigation risks, Class Counsel forged a resolution that provides significant relief to the Class. Thus, there is little doubt that Class Counsel undertook a significant risk here and the fee award, respectfully, should reflect

that risk. Accordingly, the fifth *Gunter* factor weighs in favor of approving the attorneys' fees request.

6. Class Counsel Devoted Significant Time to This Case

The sixth *Gunter* factor looks at counsel's time devoted to the litigation. *See Gunter*, 223 F.3d at 199. Since the inception of this case, over 577.6 hours of attorney and other professional or paraprofessional time were expended on this case. Joint Decl. ¶ 22. This includes, *inter alia*: the time spent in the initial factual investigation of the case, consultation with experts in the field, interviewing clients about their experiences; researching complex issues of law; preparing and filing the initial complaints and Consolidated Complaint; collecting documents from Plaintiffs; preparing substantial mediation briefings; hard-fought settlement negotiations; documenting the Settlement; researching and briefing issues relating to the preliminary approval of the Settlement; working with the Settlement Administrator to effectuate Notice; and responding to Class Member inquiries. *Id.* ¶ 23. These hours are reasonable for a complex class case like this one. Further, Class Counsel's submission today does not include the significant time anticipated going forward—both in preparing and presenting arguments on final approval, defending the Settlement from any appellate or other attacks that may result, and assisting Class Members with further inquiries and with the claims process.

Thus, the sixth *Gunter* factor also weighs in favor of approving the attorneys' fees request.

7. Awards in Similar Cases

With regard to the seventh *Gunter* factor, the combined $1,500,000.00 attorneys' fee award and reimbursement of costs sought by Plaintiffs is comparable to awards approved in similar cases, in which courts have approved attorney fees awards generally between 20% to 34% of the settlement. *See, e.g. In re Am. Fin. Resources, Inc. Data Breach Litig.*, 22-cv-1757, ECF No. 81 (D.N.J. Oct. 3, 2024) (approving 33% of Common Fund plus $29,052.98 in expenses); *In re Am.*

Med. Collection Agency Inc. Customer Data Sec. Breach Litig., 19-md-02904, ECF No. 609 (D.N.J. Nov. 3, 2023) (approving 33% of Common Fund plus $212,504.92 in expenses).[4] The request here is in line with other data breach cases in the district, and therefore supports the requested fee here.

B. The Lodestar Cross-Check Supports That the Requested Fees and Expenses Are Fair and Reasonable

The Court may also perform a lodestar cross-check to determine the reasonableness of the fee. *Rossi*, 2013 WL 5523098, at *10; *In re LG/Zenith Rear Projection Television Class Action Litig*, 2009 WL 455513, at *8 (D.N.J. Feb. 18, 2009). In determining the lodestar for cross-check purposes, the Court need not engage in a "full-blown lodestar inquiry." *In re AT&T Corp.*, 455 F.3d at 169 n.6 (citation omitted). Indeed, where there have been no objections to the lodestar calculations, "a full-blown lodestar analysis is an unnecessary and inefficient use of judicial resources." *Dewey v. Volkswagen of Am.*, 728 F. Supp. 2d 546, 592 (D.N.J. 2010).[5] To calculate the lodestar amount, counsel's reasonable hours expended on the litigation are multiplied by counsel's reasonable rates. *See Pa. v. Del. Valley Citizens' Council for Clean Air*, 478 U.S. 546,

[4] *See also In re Equifax Inc. Customer Data Sec. Breach Litig.*, 999 F.3d 1247, 1281 (11th Cir. 2021) (affirming attorney's fees award of 20.36%, which was $77.5 million of $380.5 million settlement fund); *In re Wawa, Inc. Data Sec. Litig.*, 2024 WL 1557366, at *21 (E.D. Pa. Apr. 9, 2024) (approving requested fee award of 24.9% ($3,040,060) of common fund (value of $12.2) in data breach case), *aff'd*, 141 F.4th 456 (3d Cir. 2025); *Fulton-Green v. Accolade, Inc.*, 2019 WL 4677954, at *12 (E.D. Pa. Sept. 24, 2019) (approving fee award of 21% in data breach class action settlement with potential value up to over $1.4 million); *Pfeiffer v. RadNet, Inc.*, 2022 WL 2189533, at *2-3 (C.D. Cal. Feb. 15, 2022) (awarding requested attorneys' fees of $650,000, 25% of settlement fund, for over 1,400 hours of time).

[5] The Court "is not required to engage in this analysis with mathematical precision or 'bean-counting'" and "may rely on summaries submitted by the attorneys" without "scrutiniz[ing] every billing record." *Henderson v. Volvo Cars of N. Am., LLC*, 2013 WL 1192479, at *15 (D.N.J. Mar. 22, 2013) (quoting *In re Rite Aid Corp. Sec. Litig.*, 396 F.3d 294, 306-07 (3d Cir. 2005)); *see Fox v. Vice*, 563 U.S. 826, 838 (2011) ("[T]rial courts need not, and indeed should not, become green-eyeshade accountants.").

565 (1986). Here, the lodestar cross-check method confirms the reasonableness of the fee sought as the total fee sought represents a multiplier of approximately 2.74, which will decline as Class Counsel finalizes the Settlement and oversees the completion of the claims process.[6]

Through February 28, 2026, Class Counsel and their staff, and additional counsel, have expended 577.6 hours on this case, totaling a lodestar of $548,992.50. Joint Decl. ¶ 22. The hours recorded were incurred on matters for the benefit of the litigation and representation of The Class as detailed *supra* regarding the sixth *Gunter* factor. Given the effort expended and the complexity of the legal and factual issues involved, the hours incurred are entirely reasonable. The lodestar rates are based on a reasonable hourly billing rate for the nature of the services provided, and the experience of the lawyers. *Gunter*, 223 F.3d at 195.[7]

---

[6] "[T]he lodestar method is applied quite differently in common fund cases." *Jackson*, 136 F. Supp. 3d at 719. "While the lodestar method generally is the primary analysis in statutory fee-shifting cases, in common fund cases it serves only to cross-check the reasonableness of the results of a percentage-of-recovery method." *Id.* (citing *In re Rite Aid,* 396 F.3d at 300). "When used as a cross-check, the lodestar method is not to be used to demand 'mathematical precision' or engage in 'bean-counting.'" *Id*. (quoting *Milliron v. T–Mobile USA, Inc.,* 423 Fed. Appx. 131, 136 (3d Cir. 2011)). "Consequently, even after *Perdue[v. Kenny A. ex rel. Winn,* 559 U.S. 542 (2010),] the Third Circuit has continued to hold that a District Court need only "explain[ ] the reasonableness of the multipliers" utilized in common fund cases." *Id.*; *see also In re Vioxx Prods. Liab. Litig*., 760 F. Supp. 2d 640, 661 n.25 (E.D. La. 2010) ("*Perdue* has little bearing on the use of the lodestar as a cross-check of a common benefit fee awarded as a percentage of a common fund.").

[7] Courts in this Circuit have approved similar hourly rates. *See, e.g.*, *Cohen v. Subaru of Am., Inc*., No. 1:20-CV-08442-CPO-AMD, ECF Nos. 244, 260 (D.N.J. Dec. 10, 2024) (approving hourly rates of up to $1395); *In re Am. Fin. Resource. Inc. Data Breach Litig.*, 22-cv-1757, ECF Nos. 78, 81 (D.N.J. Oct. 3, 2024) (approving hourly rates of up to $1300); *Cunningham v. Wawa, Inc*., 2021 WL 1626482, at *8 (E.D. Pa. Apr. 21, 2021) (approving hourly rates of up to $975); *In re Cigna-Am. Specialty Health Admin. Fee Litig*., 2019 WL 4082946, at *15 (E.D. Pa. Aug. 29, 2019) ("Class Counsel and support staff are claiming ... hourly rates . . . [of up to] $995. These hourly rates are well within the range of what is reasonable and appropriate in this market."); *In re Viropharma Inc., Secs. Litig*., 2016 WL 312108, at *18 (approving fee where "hourly billing rates of all Plaintiff's Counsel range from . . . [up] to $925 for partners).

Taking into account the several factors discussed above, including the economic benefits of the Settlement, the complexity and risk of the litigation, and the skill and experience of counsel, Class Counsel's rates are reasonable in this case. Notably, the total fee sought represents a multiplier of 2.74, which is well within the range of appropriate multipliers for complex contingent litigation such as this. The Third Circuit has observed that it has "approved a multiplier of 2.99 in a relatively simple case." *Milliron*, 423 F. App'x. at 135 (citing *In re Cendant Corp. PRIDES Litig.*, 243 F.3d 722, 742 (3d Cir. 2001); *Skeen v. BMW of N. Am.,* LLC, 2016 WL 4033969, at *23 (D.N.J. July 26, 2016) ("The multiplier 'need not fall within any pre-defined range, provided that the District Court's analysis justifies the award,' *[i]d.*, but courts 'routinely find in complex class action cases that a lodestar multiplier between one and four is fair and reasonable.'") (citation omitted); *see also In re AT&T Corp. Sec. Litig.*, 455 F.3d at 173 ("As a comparison, we approved of a lodestar multiplier of 2.99 in Cendant PRIDES, in a case we stated 'was neither legally nor factually complex.'"); *Prudential*, 148 F.3d at 341 (explaining that lodestar "[m]ultiples ranging from one to four are frequently awarded"); *In re Merck & Co., Inc. Vytorin ERISA Litig.*, 2010 WL 547613, at *13 (approving a 2.786 multiplier); *In re Healthcare Servs. Grp., Inc. Derivative Litig.*, 2022 WL 2985634, at *16 (E.D. Pa. July 28, 2022) (approving a multiplier of 2.01 and explaining that "[t]his multiplier is lower than those approved and acknowledged as reasonable within this Circuit and around the country"); *McLennan v. LG Elecs. USA, Inc.*, 2012 WL 686020, at *10 (D.N.J. Mar. 2, 2012) (awarding multiplier of 2.93 and citing cases noting that the range of multipliers in this circuit is between 1 and 4).

The reasonableness of the fee is also illustrated by comparing the fee to the value of the monetary and non-monetary relief being made available to the more than 500,000 Settlement Class Members who are covered under this Settlement. Settlement Class Counsel estimates that the value

made available to the Settlement Class is substantial by way of the $4,500,000.00 Common Fund and benefits made available via Credit Monitoring. Accordingly, Settlement Class Counsel's fee request of 33.33% of the Common Fund represents a small percentage of the overall relief being made available to the Class. As the Court is aware, when expressed as a percentage of the total relief to the Class, the fees sought are consistent with awards frequently awarded by courts in this Circuit. *See In re Effexor XR Antitrust Litigation,* 11-cv-05479, ECF No. 761 (D.N.J. Sept. 12, 2024) (approving attorneys' fees equal to 34% of the settlement fund); *id.* at ECF No. 833 (D.N.J. Aug. 19, 2025) (same); *Vista Healthplan, Inc. v. Cephalon, Inc.*, 2020 WL 1922902, at *28 (E.D. Pa. April 20, 2020) ("Class Counsels' requested fees in this case [i.e., $22 million] represent 33% of the total recovery, which is well within the range of reasonable fees, on a percentage basis, in the Third Circuit"); *Abramson v. Agentra, LLC*, 2021 WL 3370057, at *18 (W.D. Pa. Aug. 3, 2021) (approving fees equal to one-third of total settlement and noting that, "[i]n private contingency fee cases, plaintiffs' counsel routinely negotiate agreements providing for between thirty and forty percent of any recovery") (internal citations omitted); *Demmick*, 2015 WL 13646311, at *3 ("Many district courts in this Circuit have chosen to award attorneys' fees at the 33.33% level—which is the approximate median of the range recognized as acceptable by the Third Circuit.") (citing cases); *In re Rite Aid Corp. Sec. Litig.*, 146 F. Supp. 2d 706, 735 (E.D. Pa. 2001) (a review of 289 settlements demonstrating "average attorney's fees percentage [of] 31.71%" with a median value that "turns out to be one-third"); *see also In re Cendant Corp. PRIDES Litig.*, 243 F.3d at 736 (noting that most fee awards in common fund cases range "from nineteen percent to forty-five percent of the settlement fund"); *cf. In re NFL Players' Concussion Injury Litig.*, 2018 WL 1658808, at *3 & n.3 (E.D. Pa. Apr. 5, 2018).

C. The Settlement Class Representative Service Awards Should be Approved

Service awards for class representatives promote the public policy of encouraging individuals to undertake the responsibility of representative lawsuits. The efforts of the Settlement Class Representatives were instrumental in achieving the Settlement on behalf of the Class and justify the awards requested here. The Settlement Class Representatives came forward to prosecute this litigation for the benefit of the Class as a whole. They sought successfully to remedy a widespread wrong and have conferred valuable benefits upon their fellow Class Members. The Settlement Class Representatives provided a valuable service to the Class by: (a) providing information and input in connection with the drafting of the individual and Consolidated Complaints; (b) overseeing the prosecution of the litigation; (c) providing information in aid of mediation; (d) consulting with counsel during the litigation; and (f) offering advice and direction at critical junctures, including the Settlement of the litigation. Joint Decl. ¶ 29. A $4,000 service award for each of the Settlement Class Representatives in recognition of their services to the Class is appropriate under the circumstances, and well in line with awards approved by federal courts in New Jersey and elsewhere. *In re Am. Fin. Resources, Inc.,* 22-cv-1757-MCA-JSA, ECF No. 81 (D.N.J. Oct. 3, 2024) (awarding each class representative $7,500); *In re Volkswagen Timing Chain Prod. Liab. Litig.*, 2018 WL 11413299, at *1 (D.N.J. Dec. 14, 2018) (awarding class representatives $2,500 service awards); *Bernhard v. TD Bank, N.A.*, 2009 WL 3233541, at *2 (D.N.J. 2009) ("Courts routinely approve incentive awards to compensate named plaintiffs for services they provided and the risks they incurred during the course of the class action litigation.") (quoting *Cullen v. Whitman Med. Corp.*, 197 F.R.D. 136, 145 (E.D. Pa. 2000)); *McGee v. Cont'l Tire N. Am., Inc.*, 2009 WL 539893, at *18 (D.N.J. Mar. 4, 2009) (quoting *In re Lorazepam & Clorazepate Antitrust Litig.*, 205 F.R.D. 369, 400 (D.D.C. 2002)) ("Incentive awards are 'not uncommon in class action litigation and particularly where . . . a common fund has been created

for the benefit of the entire class.'"); *In re Am. Invs. Life Ins. Co. Annuity Mktg. & Sales Pracs. Litig.*, 263 F.R.D. 226, 245 (E.D. Pa. 2009) (awarding representative plaintiffs incentive payments in the amounts of $10,500 and $5,000, for a total of $115,000, finding those amounts to be "reasonable compensation considering the extent of the named plaintiffs' involvement and the sacrifice of their anonymity"); *Bezio v. Gen. Elec. Co.*, 655 F. Supp. 2d 162, 168 (N.D. NY Aug. 6, 2009) (incentive awards in the amount of $5,000 each are "within the range of awards found acceptable for class representatives"). Plaintiffs and Class Counsel respectfully request that the service awards provided for in Paragraph 132 of the Settlement Agreement be approved.

D. Class Counsels' Expenses Are Reasonable and Should Be Approved

In addition to being entitled to reasonable attorneys' fees, it is well-settled that prevailing Plaintiffs' attorneys are "entitled to reimbursement of reasonable litigation expenses." *See, e.g.*, *Carroll v. Stettler*, 2011 U.S. Dist. LEXIS 121185, at *26 (E.D. Pa. Oct. 19, 2011) (citing *In re Gen. Motors*, 55 F.3d at 820 n.39); *see also In re Safety Components, Inc. Sec. Litig.*, 166 F. Supp. 2d 72, 108 (D.N.J. 2001) ("Counsel for a class action is entitled to reimbursement of expenses that were adequately documented and reasonably and appropriately incurred in the prosecution of the class action.") (citing *Abrams v. Lightolier, Inc.*, 50 F.3d 1204, 1225 (3d Cir. 1995)).

Class Counsel's out-of-pocket expenses incurred in this litigation currently total $8,816.56. *See* Joint Decl. ¶ 22. The expenses are of the type typically billed by attorneys to paying clients in the marketplace and include such costs as filing and service fees, computerized research, and travel in connection with this litigation. All the expenses were reasonable and necessary for the successful prosecution of this case and should be approved.

Finally, Class Counsel will incur additional expenses going forward, including working with Epiq (the Claims Administrator) to facilitate the payment of all claims and resolving any administrative issues which may arise, communicating with Settlement Class Members, and

participating in the Final Approval Hearing. Class Counsel respectfully requests that the Court approve reimbursement of the $8,816.56 in expenses.

II. Class Counsel Are Entitled to Fees for Their Work on the Fee Petition and for Post-Settlement Claims Administration Work

Class Counsel requests fees for all the work that has been and will be undertaken on behalf of the Class by Class Counsel through to final distribution of payments for approved claims. First, Class Counsel request fees for their work on their fee petition. Under Third Circuit law, Class Counsel is entitled to fees for work on a fee petition. *In re Fine Paper Antitrust Litig.,* 751 F.2d 562, 595 n. 26 (3d Cir. 1984).

Second, Class Counsel may be engaged with post-settlement disputes concerning reimbursement determinations arising out of the claims administration process. *See* Joint Decl. ¶ 24. Class Counsel is entitled to fees for such future work, too. *See Allen v. Dairy Farmers of Am., Inc*., 2018 WL 11532628, at *6-7 (D. Vt. Dec. 18, 2018); *Hausfeld v. Cohen Milstein Sellers & Toll, PLLC*, 2009 WL 4798155, at *17 (E.D. Pa. Nov. 30, 2009) (citing cases).

CONCLUSION

For the foregoing reasons and the reasons set forth in Plaintiffs' fee petition briefing, the Court should approve the requested award of attorneys' fees of $1,500,000.00, reimbursement of $8,818.56 in expenses, and Plaintiffs' service awards for Settlement Class Representatives of $16,000.00.

Dated: March 20, 2026

Respectfully Submitted,

CARELLA, BYRNE, CECCHI, BRODY & AGNELLO, P.C.

By: */s/ James E. Cecchi*
JAMES E. CECCHI

James E. Cecchi
Jason H. Alperstein

5 Becker Farm Road
Roseland, New Jersey 07068
Telephone: (973) 994-1700
Facsimile: (973) 994-1744
jcecchi@carellabyrne.com
jalperstein@carellabyrne.com

Kenneth J. Grunfeld
New Jersey Bar No. 026091999
KOPELOWITZ OSTROW P.A.
65 Overhill Road
Bala Cynwyd, PA 19004
Tel.: (954) 525-4100
grunfeld@kolawyers.com

James J. Pizzirusso (*pro hac vice*)
HAUSFELD LLP
888 16th Street, N.W., Suite 300
Washington, D.C. 20006
Telephone: (202) 540-7200
jpizzirusso@hausfeld.com

Class Counsel for the Settlement Class