

**UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF TEXAS
AUSTIN DIVISION**

<p>KURT PHILLIPS, MICHAEL MANSON, THOMAS GRAHAM, AND AUSTIN KOHL, <i>on behalf of themselves and all others similarly situated,</i></p> <p style="text-align: center;">Plaintiffs,</p> <p style="text-align: center;">v.</p> <p>BAY BRIDGE ADMINISTRATORS, LLC,</p> <p style="text-align: center;">Defendant.</p>	<p>Case No. 1:23-CV-00022-DAE</p>
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**PLAINTIFFS’ MOTION FOR ATTORNEYS’ FEES, EXPENSES,
AND SERVICE AWARDS**

Under Fed. R. Civ. P. 23 and the Court’s March 26, 2024 Order Granting Preliminary Approval of Class Action Settlement (the “Preliminary Approval Order”) (ECF 50) in the above-captioned class action, Plaintiffs Kurt Phillips, Michael Manson, Thomas Graham, and Austin Kohl (collectively “Plaintiffs”), by and through Class Counsel, Terence R. Coates of Markovits, Stock & DeMarco, LLC, respectfully submit this Motion for an Award of Attorneys’ Fees, Expenses, and Service Awards. Specifically, Plaintiffs move this Court to approve (1) an award of attorneys’ fees in the amount of \$838,963.33, which is one third of the Qualified Settlement Fund; (2) reimbursement of reasonable expenses of \$19,157.68; and (3) Service Awards of \$3,000.00 to each of the four Class Representatives, for a total of \$12,000.00.

In the Fifth Circuit, courts awarding fees following a common fund settlement of a class action have discretion to apply either the percentage of the fund method or the lodestar method to determine whether the requested fee is appropriate. The requested fee award here is appropriate

according to both methods, as demonstrated below, and is reasonable and well within the range of fees awarded in this Circuit. The requested expenses for which reimbursement is sought are also reasonable. Finally, the requested Service Awards constitute modest compensation to acknowledge Plaintiffs' time and effort on behalf of the Class. Accordingly, this Court should grant this Motion.

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

Plaintiffs, on behalf of themselves and all others similarly situated, respectfully submit this memorandum of law in support of Plaintiffs' Motion for an Award of Attorneys' Fees, Expenses, and Service Awards.

I. BACKGROUND

In the interest of judicial efficiency, for factual and procedural background on this case, Plaintiffs incorporate by reference, and refer the Court to, Plaintiffs' Unopposed Motion for Preliminary Approval of Class Action Settlement (ECF 46) filed on January 16, 2024, and the accompanying Exhibits, including the proposed Settlement Agreement, filed in conjunction therewith (ECF Nos. 46-1, 46-2, 46-3, 46-4).

II. LEGAL STANDARD

Under the "common fund" doctrine, attorneys who achieve a recovery for the benefit of a class in the form of a common fund are entitled to an award of fees and expenses from that fund as compensation for their work. *See, e.g., Boeing Co. v. Van Gemert*, 444 U.S. 472 (1980); *Mills v. Elec. Auto-Lite Co.*, 396 U.S. 375 (1970). District courts may "award reasonable attorney's fees that are authorized by law or by the parties' agreement." Fed. R. Civ. P. 23(h). In class action settlements, district courts retain an "independent duty" to "ensure that attorneys' fees are reasonable and divided up fairly among plaintiffs' counsel." *In re High Sulfur Content Gasoline*

Prod. Liab. Litig., 517 F.3d 220, 227 (5th Cir. 2008); *see also* Fed. R. Civ. P. 23, advisory committee’s notes to the 2003 Amendments, subdivision (h) (“The agreement by a settling party not to oppose a fee application up to a certain amount, for example, is worthy of consideration, but the court remains responsible to determine a reasonable fee.”); *see also* MANUAL FOR COMPLEX LITIGATION § 14.231 (4th ed. 2004).

III. ARGUMENT

A. The Award Sought for Attorneys’ Fees is Reasonable and Appropriate.

To calculate attorneys’ fees in common fund cases, courts in the Fifth Circuit will typically use: (1) the percentage of the fund method, in which the court awards fees as a reasonable percentage of the common fund; cross-checked with (2) the lodestar method, in which the court computes fees by multiplying the number of hours reasonably expended on the litigation by a reasonable hourly rate and, in its discretion, applying an upward or downward multiplier. *Klein v. O’Neal, Inc.*, 705 F. Supp. 2d 632, 683 (N.D. Tex. 2010); *Shepherd v. Dall. Cnty.*, No. 3:05-CV-1442, 2010 WL 2573346, at *3 n.2 (N.D. Tex. June 24, 2010); *see Union Asset Mgmt. Holding A.G. v. Dell, Inc.*, 669 F.3d 632, 643 (5th Cir. 2012) (acknowledging that “district courts in [the Fifth] Circuit regularly use the percentage method blended with a *Johnson* reasonableness check” in the common-fund context). In cross-checking the percentage fee, “courts set the lodestar multiplier by applying the *Johnson*¹ factors.” *Union Asset Mgmt. Holding A.G.*, 669 F.3d at 643 n.26. Here, the reasonableness of the fee request is demonstrated under the percentage of the fund method and is further confirmed by a lodestar cross-check.

¹ *Johnson v. Ga. Highway Exp., Inc.*, 488 F.2d 714, 718 (5th Cir. 1974), *abrogated on other grounds by Blanchard v. Bergeron*, 489 U.S. 87 (1989) (“*Johnson*”).

B. Plaintiffs' Fees Request is Reasonable and Appropriate under the Percentage of the Fund Method.

The Fifth Circuit has employed, and even favors, the percentage of the fund method when assessing whether the awards sought for attorneys' fees are reasonable and appropriate. *See Longden v. Sunderman*, 979 F.2d 1095, 1100 n.11 (5th Cir. 1992) (affirming district court's percentage fee award in securities class action, noting that the district court stated its preference for the percentage of recovery approach "as a matter of policy."); *Batchelder v. Kerr-McGee Corp.*, 246 F. Supp. 2d 525, 531 (N.D. Miss. 2003) ("A percentage fee approach, as opposed to a lodestar computation, is the preferred method for determining awards of attorneys' fees in common fund, or class action, cases."). In this action, Bay Bridge has agreed to pay \$2,516,890.00 into a Qualified Settlement Fund, which will be the source of all settlement costs and award payments to Settlement Class Members, administrative costs, service awards, and attorneys' fees, costs and expenses. *See* ECF 46-1, Settlement Agreement, §§ 2.2, 3.3. Class Counsel request an award of one third of the Settlement Fund, or \$838,963.33. *Id.*, § 9.1.

The requested attorneys' fees amount is reasonable and appropriate. Courts in the Fifth Circuit routinely award fees consisting of one-third of the common fund. *See, e.g., Kostka v. Dickey's Barbecue Restaurants Inc.*, No. 3:20-CV-03424, 2023 WL 3914266 (N.D. Tex. June 6, 2023) (incorporating attorneys' fees of one-third of the common fund); *Celeste v. Intrusion, Inc.*, No. No. 4:21-cv-307, 2022 WL 17736350, at *11 (E.D. Tex. Dec. 16, 2022) (granting attorneys' fees of 1/3 of the \$3,250,000 common fund); *Shaw v. Toshiba Am. Info. Sys., Inc.*, 91 F. Supp. 2d 942, 972 (E.D. Tex. 2000) ("Empirical studies show that, regardless whether the percentage method or the lodestar method is used, fee awards in class actions average around one-third of the recovery."); *Erica P. John Fund, Inc. v. Halliburton Co.*, No. 3:02-cv-1152, 2018 WL 1942227, at *12 (N.D. Tex. Apr. 25, 2018) (awarding one-third of the \$100 million settlement fund); *Welsh*

v. Navy Fed. Credit Union, No. 5:16-cv-1062, 2018 WL 7283639, at *16 (W.D. Tex. Aug. 20, 2018) (“When the percentage method is used, fee awards commonly fall between 20% at the low end and 50% at the upper end[.]”); *Schwartz v. TXU Corp.*, No. 3:02-2243, 2005 WL 3148350, at *27 (N.D. Tex. Nov. 8, 2005) (“Indeed, courts throughout this Circuit regularly award fees of 25% and more often 30% or more of the total recovery under the percentage-of-the recovery method.”). Therefore, the requested attorneys’ fees of one third of the Settlement Fund, or \$838,963.33, is reasonable.

C. Plaintiffs’ Fee Request is Reasonable and Appropriate Under the Lodestar Method.

Under the lodestar approach, the court first multiplies the number of hours reasonably spent on the case by each attorney’s reasonable hourly rate in order to compute the lodestar, and then adjusts that figure (by applying a multiplier) depending on the respective weights of the twelve factors set forth in *Johnson. Forbush v. J.C. Penney Co.*, 98 F.3d 817, 821 (5th Cir. 1996) (citing *Louisiana Power & Light Co. v. Kellstrom*, 50 F.3d 319, 324 (5th Cir.), cert. denied, 133 L. Ed. 2d 113, 116 S. Ct. 173 (1995)). To compensate Plaintiffs’ Counsel for their work in prosecuting this case, it is appropriate to use current billing rates in calculating the lodestar. *See Missouri v. Jenkins*, 491 U.S. 274, 283-84 (1989) (current rates, rather than historical rates, should be applied in order to compensate for delay in payment). Courts also determine whether the hourly rates are reasonable by comparing them to prevailing hourly rates in the community for similar services by lawyers of comparable caliber in their skills, legal reputation, experience, and status (e.g., partner, counsel, associate). *See, e.g., City of San Antonio v. Hotels.com, L.P.*, No. 5-06-CV-381, 2017 WL 1382553, at *8-9 (W.D. Tex. Apr. 17, 2017); *McClain v. Lufkin Indus.*, 649 F.3d 374, 381 (5th Cir. 2011).

Here, as reflected in the Declaration of Terence R. Coates (“Coates Decl.”) (attached as **Exhibit 1**), Plaintiffs’ Counsel collectively spent 476.3 hours litigating this or related actions, for a total lodestar of \$346,004.50. *Id.*, ¶ 10. The time reflected in Plaintiffs’ Counsel’s lodestar calculations is reasonable and was necessary for the effective and efficient prosecution and resolution of this litigation. *Id.* In addition, the fees and expenses incurred in this litigation are all of a type that would normally be charged to a fee-paying client in the private legal marketplace. *Id.*, ¶ 11. Class Counsel and Plaintiffs’ Counsel’s current rates are also appropriate in light of prevailing rates for similar legal services provided by lawyers of reasonably comparable skill, experience, and reputation. *Id.*, ¶ 10. Other courts have found Plaintiffs’ counsel’s rates to be reasonable and have approved them. *Id.* Further, Plaintiffs’ requested fee award represents only a 2.4 multiplier of Plaintiffs’ counsel’s collective lodestar. *Id.* Because there is additional work required to obtain final approval, monitor the settlement, and assist Class Members, this multiplier will ultimately decrease. *Id.*, ¶ 12. Therefore, the fee request of one third of the Qualified Settlement Fund is reasonable under the lodestar/multiplier method.

1. The *Johnson* Factors Support that the Requested Fee is Fair and Reasonable under the Lodestar Method.

Application of the *Johnson* factors confirms that the requested fee is fair and reasonable under the lodestar method. The twelve *Johnson* factors are:

- (1) The time and labor required. . . . (2) The novelty and difficulty of the questions. . . . (3) The skill requisite to perform the legal service properly. . . . (4) The preclusion of other employment by the attorney due to acceptance of the case. . . . (5) The customary fee [for similar work in the community]. . . . (6) Whether the fee is fixed or contingent. . . . (7) Time limitations imposed by the client or the circumstances. . . . (8) The amount involved and the results obtained. . . . (9) The experience, reputation, and ability of the attorneys. . . . (10) The “undesirability” of the case. . . . (11) The nature and length of the professional relationship with the client. . . . [and] (12) Awards in similar cases.

Johnson, 488 F.2d at 717-19. Each of the *Johnson* factors will vary, depending on the case, and, rather than imposing a rigid application of each factor, the Fifth Circuit has entrusted the lower courts to apply those factors in view of the circumstances of a particular case. *Brantley v. Surles*, 804 F.2d 321, 325-26 (5th Cir. 1986). Courts should pay special heed to the time and labor involved, the customary fee, the amount involved and the result obtained, and the experience, reputation, and ability of counsel. *Von Clark v. Butler*, 916 F.2d 255, 258 (5th Cir. 1990). Here, however, all the *Johnson* factors support the requested fees award.

i. The Time and Labor Required for the Litigation.

In particular, the first *Johnson* factor (the time and labor required) supports a finding that the requested award of fees is appropriate because this case consumed the attention of many reputable law firms and partners, associates, and paralegals, who devoted a substantial number of hours focused on the issues, and flexibility and cooperation to meet the deadlines required. In particular, Plaintiffs' Counsel dedicated a total of 476.3 hours on this matter as of June 1, 2024, for a total collective lodestar of \$346,004.50. Coates Decl. ¶ 10. This encompasses time spent investigating the case initially and conducting initial client meetings, as well as time spent drafting and researching pleadings, motions, and memorandums throughout the pendency of the litigation. This total is not indicative of the total number of hours which will be spent on this case once it is finally resolved, as there are uncounted hours yet to be spent on the final approval and claims administration process. In light of the time and labor already expended, the fee request is reasonable.

ii. The Novelty and Difficulty of the Questions.

The second *Johnson* factor also weighs in favor of awarding the fee requested because data breach class actions are still new and can present novel and complex issues, making a successful

outcome difficult to predict. *See Cotter v. Checkers Drive-In Rests., Inc.*, No. 8:19-cv-1386, 2021 WL 3773414, at *12 (M.D. Fla. Aug. 25, 2021) (noting data breach class actions present “serious risks” due, in part, to “the ever-developing law surrounding data breach cases”); *In re Citrix Data Breach Litig.*, No. 19-61350-CIV, 2021 WL 2410651, at *3 (S.D. Fla. Jun 11, 2021) (“Data breach cases in particular present unique challenges with respect to issues like causation, certification, and damages.”); *In re Arby’s Rest. Grp., Inc. Data Sec. Litig.*, No. 1:17-cv-1035-WMR, 2019 WL 2720818, at *3 (N.D. Ga. June 3, 2019) (“Further, data breach litigation involves the application of unsettled law with disparate outcomes across states and circuits. Georgia law, in particular, presents challenges.”). This case is no exception. The pursuit of nationwide claims and relief presented complex issues of law and fact. Additionally, the substantial benefits achieved in the Settlement are attributable to the efforts of Class Counsel, and the complexity of the factual and legal issues presented by this litigation supports Class Counsel’s request for attorneys’ fees. *In re Citrix Data Breach Litig.*, 2021 WL 2410651, at *9 (noting that “by resolving the case early in the litigation, Class Counsel avoided these difficult questions and ensured a successful result for Class Members” in a data breach class action).

iii. The Skill Requisite to Perform the Legal Service Properly.

Class Counsel exemplifies this factor where they “performed diligently and skillfully, achieving a speedy and fair settlement, distinguished by the use of informal discovery and cooperative investigation to provide the information necessary to analyze the case and reach a resolution.” *King v. United SA Fed. Credit Union*, 744 F. Supp. 2d 607, 614 (W.D. Tex. 2010) (citing *Di Giacomo v. Plains All Am. Pipeline*, No. Civ.A.H-99-4137, 2001 WL 34633373, at *12 (S.D. Tex. Dec. 19, 2001)). Class Counsel worked on behalf of the Settlement Class to obtain information from Defendant regarding the Data Incident and used that information (along with

their experience and the knowledge gained from other data breach class actions) to negotiate the Settlement. Coates Decl., ¶ 3. The Settlement reached here is notable for the simplicity of the claims process; the speed with which counsel was able to secure a favorable settlement; and the cooperation of Plaintiffs' Counsel which aided in the ability to resolve this matter efficiently. *Id.*, ¶¶ 4, 6. Therefore, this factor also weighs in favor of approval of this Motion.

iv. Preclusion of Other Employment by the Attorney Due to Acceptance of the Case.

Furthermore, the application of the fourth *Johnson* factor (preclusion of other employment by the attorney due to acceptance of the case) further supports the requested fees. Class Counsel's pursuit of this case precluded them from working on other matters. *Id.*, ¶ 8. Plaintiffs' 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. Class Counsel and Plaintiffs' Counsel seek reimbursement of their lodestar already incurred and for time to be spent finalization the Settlement through the end of the distribution of the Settlement Fund. *Id.*, ¶¶ 10, 12. Therefore, this factor also favors Plaintiffs' fee request.

v. Customary Fee for Similar Work in the Community.

As discussed previously, the requested customary billing rates reflect the particular legal expertise of Plaintiffs' Counsel, and are also based on established competitive market rates for national cases involving complex and class action litigation. As such, the application of the fifth *Johnson* factor supports the requested attorneys' fees.

vi. Whether the Fee is Fixed or Contingent.

Plaintiffs' Counsel undertook this litigation on a purely contingent basis, with no assurance of recovery of expenses or attorneys' fees. Coates Decl., ¶ 8. The nature of contingency fees is that they are inherently uncertain and require counsel to assume more risk than in cases where

compensation is based on billable hours. Accordingly, the sixth *Johnson* factor favors the requested award because the percentage of fee applied to the total recovery obtained for the client reflects the uncertain nature of contingency fee agreements, and the fee percentage is generally one third of the total recovery and can be higher where risk and likely case expenses are expected to be relatively high.

vii. Time Limitations Imposed by the Client or the Circumstances.

The time constraints here were typical of like litigation, so this factor is neutral and should have no bearing on the requested fee award.

viii. The Amount Involved and the Results Obtained.

The most critical factor in determining the reasonableness of a fee award is the “degree of the success obtained.” *Fessler v. Porcelana Corona De Mex., S.A.*, 23 F.4th 408, 418 (5th Cir. 2022) (citing *Farrar v. Hobby*, 506 U.S. 103 (1992)). The result achieved in this Settlement weighs in favor of the requested attorneys’ fees. This most critical factor supports the requested fee because the Settlement Agreement provides significant monetary relief to Class Members. Specifically, Bay Bridge will establish a Qualified Settlement Fund of \$2,516,890.00, which will be the source of all settlement costs and awards payments to Settlement Class Members, administrative costs, service awards, and attorneys’ fees, and costs and expenses. ECF 46-1, ¶ 3.3. Each Settlement Class Member who files a valid claim will be eligible to receive a *pro rata* cash payment at an estimated value of \$50.00. *Id.* ¶¶ 3.2, 3.2(a). Further, Settlement Class Members are also able to submit a claim for reimbursement of out-of-pocket losses related to the data incident of up to \$5,000.00. *Id.* The Settlement Agreement provides for a *pro rata* increase or reduction if the total dollar value of all Approved Claims is less than or exceeds the amount remaining in the Settlement Fund after the Claims Deadline has passed and after the Attorneys’ Fees and Expenses

Award, the Service Award, and Claims Administration costs have been paid in full out of the Settlement Fund. ECF 46-2, Coates Preliminary Approval Decl., ¶¶ 9-11. Moreover, Bay Bridge will also develop, implement, and maintain a comprehensive information security program that is reasonably designed to protect the security, integrity, and confidentiality of Personal Information that bay Bridge collects or obtains from individuals in according with its agreed-on business practice changes. ECF 46-1, ¶ 3.9. Therefore, this factor also weighs in favor of approval because Class Counsel achieved an excellent Settlement on behalf of the Class.

ix. The Experience, Reputation, and Ability of the Attorneys.

This factor has been addressed under the first and third factors above. Overall, throughout this litigation, Class Counsel have demonstrated to the Court that they have competently handled this litigation. In the process of reaching this Settlement, this case was defended by highly qualified and nationally recognized counsel with a great deal of experience in data breach cases. Coates Preliminary Approval Decl., ¶¶ 2, 3, 22. As such, the prompt resolution of the case further demonstrates that Plaintiffs' Counsel managed this action skillfully, always mindful of Plaintiffs' and Class Members' best interests, while facing challenging opponents, which further attests to the experience, reputation, and the ability of the attorneys involved.

x. The Undesirability of the Case.

Given that data breach cases pose unique challenges, with areas of unsettled law and uncertain outcomes, cases like the one before this Court may be less desirable. Moreover, class action litigation is more involved, lengthier, and requires more discovery and more investigation than other types of litigation. Finally, Class Counsel here undertook this litigation on a contingency fee basis, which in itself carries more risk. All these factors contribute to the undesirability of the case.

xi. The Nature and Length of the Professional Relationship with the Plaintiffs.

Class Counsel spent time building relationships with Plaintiffs, discussing Plaintiffs' claims, and addressing Plaintiffs' questions and concerns. As addressed under the first factor, before filing Plaintiffs' respective Complaints, Plaintiffs' Counsel investigated the potential claims against Defendant, interviewed potential plaintiffs, and gathered information about the Data Incident and its potential impact on consumers. Plaintiffs' Counsel also regularly conferred with the Plaintiffs about the case and settlement negotiations. Coates Decl., ¶ 13.

xii. Awards in Similar Cases.

Finally, the twelfth *Johnson* factor (awards in similar cases) also supports the requested fee award. The Settlement is similar to results obtained in other data breach cases, and which include, for instance: *In re CaptureRx Data Breach Litig.*, No. 5:21-CV-00523, ECF 54 (W.D. Tex. June 23, 2022) (\$4,750,000 non-reversionary common fund for 2.4 million class members including a one-third attorneys' fees of \$1,583,333.33); *Dickey's Barbecue*, 2023 WL 3914266, at *17 (granting attorneys' fees of 1/3 of the common fund in a data breach class action settlement). For these reasons, Class Counsel should be reasonably compensated for their successful efforts in representing the Class and achieving a beneficial settlement in just four months.

In sum, Class Counsel's requested fee of \$868,963.33, or one third of the Settlement Fund is facially reasonable under the percentage method, and Plaintiffs' Counsel's lodestar is entitled to a presumption of reasonableness under the lodestar method. Application of the *Johnson* factors confirms the appropriateness of the requested fee award, which, respectfully, should be granted.

D. Plaintiffs' Expenses are Reasonable.

District courts allow litigation expenses, the sort that lawyers ordinarily include in their bills to clients, to be recovered from the common fund. *See City of San Antonio*, 2017 WL

1382553, at *17; *In re Heartland Payment Sys., Inc. Customer Data Sec. Breach Litig.*, 851 F. Supp. 2d 1040, 1089 (S.D. Tex. 2012); Fed. R. Civ. P. 23(h) (authorizing the recovery of “nontaxable costs”); *DeHoyos v. Allstate Corp.*, 240 F.R.D. 269, 334 (W.D. Tex. 2007) (“The appropriate analysis to apply in determining which expenses are compensable in a class action case is whether such costs are of the variety typically billed by attorneys to clients.”). All expenses sought to be reimbursed were all advanced by Plaintiffs’ Counsel, were necessarily incurred in the prosecution of this case, and were also properly documented and prepared using contemporaneous time records. *See* Coates Decl., ¶¶ 10, 11. Such costs and expenses included research, filing fees, mediation fees, travel and lodging for the mediation and the final approval hearing, and other services that are necessary and reasonable to prosecuting a class action. *Id.* The requested reimbursement of \$19,157.68 in expenses are therefore appropriately reimbursable to Plaintiffs’ Counsel. *See* ECF 46-1, ¶ 9.1.

E. The Requested Service Awards are Warranted.

Class Counsel move this Court to approve a service award of \$3,000.00 to each Plaintiff for their service as a Class Representative. Courts approve reasonable service awards to compensate the named plaintiffs for their services. *Guadalupe v. Am. Campus Cmty. Servs.*, No. 1:16-cv-967, 2020 WL 12029307, at *2 (W.D. Tex. Oct. 23, 2020) (\$12,000 service award); *Blackmon v. Zachary Holdings, Inc.*, No. SA-20-CV-00988, 2022 WL 3142362, at *5 (W.D. Tex. Aug. 5, 2022) (\$12,500 service awards); *Duncan v. JP Morgan Chase Bank, NA*, No. SA-14-CA-00912, 2016 WL 4419472, at *16 (W.D. Tex. May 24, 2016) (approving \$10,000 service award while noting that “District courts within the Fifth Circuit routinely award \$5,000-\$10,000 per named plaintiff.”); *Roberts v. Baptist Healthcare System, LLC*, No. 1:20-CV-00092, 2023 WL 5163374, at *8 (E.D. Tex. June 29, 2023) (\$5,000 service awards). Likewise, Plaintiffs here have

been instrumental in assisting Plaintiffs' Counsel throughout this proceeding. Coates Decl., ¶ 13. They initiated and remained in contact with Counsel Plaintiffs' Counsel; considered and questioned various pleadings in this case, including the Consolidated Complaint and settlement papers; supervised, monitored and periodically visited with Class Counsel; provided background documents and followed the progress of this litigation; and have been actively involved in the prosecution of the case, to ensure that Class Members received the best recovery possible given the particular circumstances and risks of the case. *Id.*, ¶¶ 2, 13. Balancing the services that Plaintiffs rendered against the modest amount of the \$3,000 each requested, the Court should approve the reasonable service award amount of \$3,000.

V. CONCLUSION

For the foregoing reasons, the Court should grant Plaintiffs' Motion for an Award of Attorneys' Fees, Expenses, and Service Awards.

Date: June 10, 2024

Respectfully Submitted,

/s/ Joe Kendall

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Additional Class Counsel

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing document was electronically filed with the Court and that counsel of record, who are deemed to have consented to electronic service are being served this 10th day of June 2024 via the Court's CM/ECF System.

/s/ Joe Kendall
Joe Kendall