

IN THE STATE COURT OF FULTON COUNTY
STATE OF GEORGIA

THOMAS FUCHS and BROOKE FUCHS,
individually and on behalf of all others
similarly situated,

Plaintiffs,

v.

**RÖDL MANAGEMENT, INC. d/b/a RÖDL
& PARTNER,**

Defendant.

Case No. 25EV012126

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

On April 3, 2026, the Court preliminarily approved a proposed class action Settlement Agreement (the "Settlement" or "SA")¹ between Defendant Rödl Management, Inc. d/b/a Rödl & Partner ("Defendant") and Plaintiffs Thomas Fuchs and Brooke Fuchs (collectively, "Plaintiffs"), on behalf of themselves, and on behalf of the Settlement Class (the "Preliminary Approval Order"). Pursuant to the terms of the Settlement Agreement, and the Court's Preliminary Approval Order, Class Counsel respectfully request the Court award: (i) reasonable attorneys' fees, costs, and expenses in the combined amount of \$200,000.00,² which equates to only 4.5% of the total value of the Settlement (using a conservative valuation);³ and (ii) Service Awards of \$2,500.00 for each

¹ Unless otherwise noted herein, all capitalized terms shall have the meaning ascribed to them in the Settlement Agreement, filed as Exhibit 1 to the Declaration of Settlement Class Counsel, which was filed with Plaintiff's Unopposed Motion for Preliminary Approval of Class Action Settlement on February 25, 2026.

² Specifically, Class Counsel requests \$188,657.09 in attorneys' fees and \$11,342.91 in reimbursement for costs and expenses incurred in the litigation.

³ Based on a conservative valuation, the Settlement has a total value of \$4,600,000.00. This was calculated by adding the \$500,000 cap on monetary losses with the retail value of the credit

Plaintiff (\$5,000.00 total). For the reasons set forth below, these requests are reasonable, appropriate, and mirror approved requests in similar data privacy cases. Therefore, Plaintiffs' Motion for Attorneys' Fees, Expenses, and Service Awards (the "Motion") should be granted.

I. INTRODUCTION

This case arises from a data security incident involving Defendant Rödl Management, Inc. d/b/a Rödl Partner ("Defendant" and together with Plaintiffs, the "Parties"). On or around February 9, 2024, Defendant was alerted that suspicious activity on its network systems was occurring. Defendant subsequently launched an investigation and worked with third-party forensic specialists to determine the full nature and scope of the event. This investigation determined that the unauthorized actor was able to potentially access information belonging to Plaintiffs and Settlement Class Members in Defendant's systems between approximately January 30, 2024 and February 9, 2024 (the "Data Security Incident"). After reviewing the potentially impacted data, Defendant confirmed that certain personally identifiable information, including full names, Social Security numbers, dates of birth, and financial account information was included in the impacted data. Defendant notified Plaintiffs and the Settlement Class about the Data Security Incident on or about April 2, 2025. Upon receiving formal notice of the Data Security Incident, Plaintiff Thomas Fuchs commenced a class action lawsuit in federal court, alleging Defendant failed to sufficiently protect his Private Information.

Following the filing of Plaintiff Thomas Fuchs' amended complaint and Defendant's subsequent motion to dismiss the Federal Action, counsel for the Parties began to exchange

monitoring. As such, Class Counsel's fee request of \$188,657.09 only equates to approximately 4.5% of a conservative valuation of the settlement. (Declaration of Class Counsel in Support of Plaintiffs' Motion for Attorneys' Fees, Expenses, and Service Awards ("Counsel Decl."), ¶¶ 14-15 (attached hereto as Exhibit 1)).

information and discuss resolving the litigation. The Parties engaged in months of arm's-length negotiations and ultimately reached an agreement in principle to settle all claims on a class-wide basis in October 2025, following a mediation with experienced data breach class action mediator Bruce A. Friedman, Esq. As part of these settlement discussions, Plaintiffs dismissed the Federal Action, and the operative Complaint, adding additional Plaintiff Brooke Fuchs, was filed before the State Court of Fulton County in the above-captioned matter.

Throughout the litigation, Defendant has consistently denied allegations of wrongdoing and liability and has threatened to assert various case dispositive defenses to the claims alleged. Counsel Decl., ¶ 12. Thus, while Plaintiffs and Class Counsel vehemently believe in the merits of the claims asserted, success was far from certain. (*Id.*).

1The Settlement represents an outstanding result for the Settlement Class and provides a comprehensive benefits package for all Settlement Class Members who choose to submit a claim. Counsel Decl., ¶ 13. Specifically, Settlement Class Members who submit a Valid Claim are eligible to receive (1) compensation for documented losses, including up to \$400 in ordinary losses (including up to 4 hours of lost time compensated at a rate of \$20 per hour) and up to \$4,000 in extraordinary losses; or (2) an Alternative Cash Payment of \$50; and (3) three years of single bureau credit monitoring and identity theft insurance. *Id.*

Considering the Settlement benefits together as a whole, the relief made available to the Settlement Class is substantial. Counsel Decl., ¶ 14. The Settlement has a conservative estimated value of \$4,600,000.00, based upon the \$500,000 in monetary relief available, plus a conservative estimate of the credit monitoring made available (the cost of which will be paid by Defendant outside of the monetary cap). *Id.* If Settlement Class Members were to purchase comparable credit monitoring services on their own, they could expect to pay \$9.95 per month or \$119.40 per year.

Because the Settlement provides three (3) years of credit monitoring services, this adds an additional value of \$358.20 per Settlement Class Member—over \$4,100,000.00. *Id.* In sum, the Settlement represents an excellent outcome for Plaintiffs and the Settlement Class and reflects the dedication, expertise, and substantial risk undertaken by Class Counsel. *Id.*

As compensation for the substantial benefits conferred to the Settlement Class, Class Counsel now seeks an award of reasonable attorneys’ fees, costs, and expenses in the amount of \$200,000.00 and Service Awards to the Class Representatives in the amount of \$2,500.00 each (\$5,000.00 in total). *Id.* ¶ 15. These requests are authorized by the Settlement Agreement and were clearly delineated in the notice documents. *Id.* The requested attorneys’ fees, costs, and expenses only equate to approximately 4.5% of a conservative valuation of the Settlement, falling well below the benchmark percentage awarded in cases such as this. *Id.* Accordingly, the Motion should be granted.

II. FACTUAL AND PROCEDURAL BACKGROUND

To promote judicial efficiency and avoid unnecessary repetition, Plaintiffs respectfully refer the Court to, and hereby incorporate by reference, Plaintiffs’ Unopposed Motion for Preliminary Approval of Class Action Settlement and Incorporated Memorandum of Law in Support (filed February 26, 2026) and the accompanying documents for the detailed factual and procedural background underpinning this case.

III. ARGUMENT

A. THE REQUESTED ATTORNEYS’ FEES ARE REASONABLE AND SHOULD BE APPROVED.

1. Legal Standard for Awarding Attorneys’ Fees.

“Georgia primarily looks to the ‘common fund’ or ‘percentage of recovery’ method for determining the reasonableness of attorneys’ fees in class action cases.” *Eaves v. Earthlink, Inc.*,

2010 Ga. Super. LEXIS 1532, *9 (Fulton County Super. Ct. June 7, 2010). “In cases such as this one, involving a claims made process where class members must make a claim to receive a cash payment, courts generally determine a reasonable percentage for attorneys’ fees and expenses based on the total amount of potential value created for the class, not just the amount of monetary claims actually made.” *Id.* at 9–10. Indeed, in data breach class action settlements structured such as this, Georgia courts have used the percentage method. *See, e.g., Ebert v. PRGX Global, Inc.*, No. 1:23-cv-04233, ECF Nos. 27 and 34 (N.D. Ga. Jan. 23, 2025) (approving attorneys’ fees ranging from 26% to 31% of the estimated total settlement benefit in a claims-made data breach settlement using the percentage method); *Smith v. The Hospital Authority of the City of Bainbridge and Decatur d/b/a Memorial Hospital & Manor*, No. 25-sv-00030 (Ga. St. Ct. Decatur Cty. Jan. 29, 2026) (using the percentage method to award fees in a claims-made data breach settlement); *Goins v. Brown Integrated Logistics, Inc.*, No. 25CV4659 (Ga. Sup. Ct. Dekalb Cty. Jan. 13, 2026) (same); *Cariello, et al. v. NSC Technologies, LLC*, Case No. 25EV000160 (Ga. St. Ct. Fulton Cty. November 21, 2025) (same). “[T]he majority of common fund fee awards fall between 20% to 30% of the fund,’ and some courts have approved fees above that range.” *Eaves*, 2010 Ga. Super. LEXIS 1532, at *9 (citing *Camden I Condo. Ass’n v. Dunkle*, 946 F.2d 768, 774 (11th Cir. 1991)).

“Georgia and Eleventh Circuit courts [] evaluate the reasonableness of attorneys’ fee awards in common fund cases under the so-called ‘*Johnson* factors,’ first articulated in *Johnson v. Georgia Highway Express, Inc.*, 488 F.2d 714 (5th Cir. 1974).” *Id.* at *12. “The twelve *Johnson* factors are: (1) the time and labor required to prosecute the case; (2) the novelty and difficulty of the questions involved; (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; (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.” *Id.* at *12–13.

Here, each of the *Johnson* factors support the requested fee. Therefore, the Motion should be granted.

B. The Requested Fee is Reasonable Under the *Johnson* Factors.

a. *Johnson* Factors 1–4, 6, and 9–10: the Time and Labor Required to Prosecute the Case, the Novelty and Difficulty of the Questions Involved, the Skill Requisite to Perform the Legal Service Properly, the Preclusion of Other Employment by the Attorney Due to Acceptance of the Case, the Experience, Reputation, and Ability of the Attorneys, and the Undesirability of the Case.

This action called for considerable skill and experience, requiring investigation and mastery of complex factual circumstances, the ability to develop creative legal theories, and the skill to respond to a host of legal defenses. Counsel Decl., ¶ 16. Data breach litigation is a highly technical, complex, and cutting-edge area of the law that presents numerous developing issues, evolving precedents, and unpredictable outcomes. *See, e.g., Fox v. Iowa Health Sys.*, No. 3:18-cv-00327-JDP, 2021 U.S. Dist. LEXIS 40640, at *13 (W.D. Wis. Mar. 4, 2021) (“Data breach litigation is evolving; there is no guarantee of the ultimate result.”) (citation omitted); *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. This unsettled area of law often presents novel questions for courts. And of course, juries are always unpredictable.”); *Fulton-Green v. Accolade, Inc.*, 2019 U.S. Dist. LEXIS 164375, at *21 (E.D. Pa. Sep. 23, 2019) (noting data breaches are a “risky field of litigation” because they “are uncertain and class certification is rare”). Despite these risks, however, Class Counsel undertook this litigation on an entirely contingency fee basis with no promise of any reward. *Id.*

Class Counsel assumed a substantial risk of nonpayment or under compensation in prosecuting this action. *Id.* ¶ 17. Class Counsel undertook this case with the understanding that compensation would be contingent upon achieving a recovery for Plaintiffs and obtaining Court approval of the requested fees. *Id.* Like most class actions, this litigation required a significant investment of time and resources, which necessarily diverted counsel from other fee-generating matters involving less risk and complexity. *Id.* Accordingly, neither compensation for counsel's time nor reimbursement of litigation expenses was guaranteed. (*Id.*).

The risk of non-payment is especially prevalent in data breach cases, which have experienced varying levels of success. Many data breach cases are dismissed in their entirety at the motion to dismiss stage, providing no relief for the class and no compensation for counsel. Indeed, in 2025 alone, several data breach class actions were dismissed in their entirety at the pleading stage.⁴

This action involved substantial risk, and Plaintiffs faced formidable hurdles if the litigation were to proceed. Counsel Decl., ¶ 18. Most notably, Plaintiffs faced the significant risk of not surviving summary judgment or securing class certification—both of which have been historically difficult to achieve in data breach cases. *See, e.g., Smith v. Apria Healthcare LLC*, No. 1:23-cv-01003-JPH-KMB, 2025 U.S. Dist. LEXIS 225320, at *19 (S.D. Ind. Nov. 17, 2025) (noting courts have not settled on whether plaintiffs can certify classes or survive summary judgment in data breach cases); *In re Hannaford Bros. Co. Customer Data Sec. Breach Litig.*, 293

⁴ *See, e.g., Feathers v. On Q Financial LLC*, 2025 U.S. Dist. LEXIS 121338 (D. Ariz. June 26, 2025); *Harvey v. National Amusements, Inc.*, 2025 U.S. Dist. LEXIS 57256 (D. Mass. Mar. 27, 2025); *Hemphill v. Horne, LLP*, 2025 U.S. Dist. LEXIS 51404 (S.D. Miss. Sept. 10, 2025); *In Re U.S. Vision Data Breach Litig.*, 2025 U.S. Dist. LEXIS 34345 (D.N.J. Feb. 26, 2025); *Dougherty v. Bojangles' Restaurants, Inc.*, 2025 U.S. Dist. LEXIS 194879 (W.D.N.C. Sept. 30, 2025); *Perlaki v. J.B. Poindexter & Co., Inc.*, 2025 U.S. Dist. LEXIS 42397 (S.D. Tex. Mar. 10, 2025); *Stern v. Academy Mortgage Corp.*, 2025 U.S. Dist. LEXIS 9568 (D. Utah Jan. 17, 2025).

F.R.D. 21 (D. Me. 2013) (denying class certification in data breach class action); *Gaston v. Fabfitfun, Inc.*, No. 2:20-cv-09534-RGK-E, 2021 U.S. Dist. LEXIS 250695, at *6 (C.D. Cal. Dec. 9, 2021) (“Historically, data breach cases have experienced minimal success in moving for class certification.”) (citation omitted); *In re Blackbaud, Inc., Customer Data Breach Litig.*, No. 3:20-mn-02972-JFA, 2024 U.S. Dist. LEXIS 86740 (D.S.C. May 14, 2024) (denying motion for class certification in data breach case); *see also In re Blackbaud, Inc., Customer Data Breach Litig.*, No. 3:20-mn-02972-JFA, 2024 U.S. Dist. LEXIS 234064 (D.S.C. Dec. 30, 2024) (denying motion for leave to file a renewed class certification motion).

While Plaintiffs firmly believe in the merits of their claims, Plaintiffs and their counsel recognize that establishing causation and damages in the evolving field of data breach litigation is challenging and far from certain. *See, e.g., Hashemi v. Bosley, Inc.*, No. CV 21-946 PSG (RAOx), 2022 U.S. Dist. LEXIS 210946, at *9 (C.D. Cal. Nov. 21, 2022) (explaining that data breach class actions are a relatively new type of litigation and that damages methodologies in data breach cases are largely untested and have yet to be presented to a jury). Continued litigation would entail formal discovery, depositions, expert reports, maintaining class certification through trial, summary judgment, and potential appeals—both interlocutory and post-judgment—each requiring additional rounds of briefing and carrying the risk of no recovery. Counsel Decl., ¶ 18. In contrast, the Settlement ensures meaningful relief for the Settlement Class that prolonged litigation could not guarantee. *Id.*; *In re HealthEC LLC Data Breach Litig.*, No. 2:24-cv-26 (SDA), 2025 U.S. Dist. LEXIS 107723, at *26–27 (D.N.J. June 6, 2025) (“[M]any courts have already recognized, data breach litigation is long, complicated and expensive. This settlement, relatively early in the litigation, avoids delay, risk and expense, and affords class members real relief.”).

This exceptional Settlement was only obtained through the experience and skill of Class

Counsel. Counsel Decl., ¶ 19. Class Counsel are highly experienced in this area of practice and have a well-respected reputation in the data privacy litigation sector. *Id.* Class Counsel worked hard and at great risk on behalf of the Settlement Class to obtain information from Defendant regarding the Data Breach and utilized their experience and knowledge gained from other data breach class actions to negotiate a favorable Settlement. *Id.* The Settlement directly addresses the harms and consequences suffered by Settlement Class Members as a result of the Data Breach and provides substantial compensation to restore them. *Id.* The complexity of the litigation and the exceptional quality of Class Counsel's work strongly support the requested fee.

b. *Johnson* Factors 5 and 12: the Customary Fee and Awards in Similar Cases.

The Settlement obtained is a strong recovery for the Settlement Class. Through Class Counsel's determination and hard work, Class Counsel secured a settlement conservatively valued at \$4.6 million for approximately 11,640 Settlement Class Members. *Id.* ¶ 14. The Settlement provides up to \$500,000 in monetary loss reimbursements, plus three years of valuable credit monitoring. Comparable credit monitoring services typically cost \$9.95 per month, or \$119.40 annually. Counsel Decl., ¶ 14. Because the Settlement provides three (3) years of credit monitoring in addition to the monetary benefits (and paid for outside of the cap on monetary benefits), this benefit alone represents an additional value of \$358.20 per Settlement Class Member—exceeding **\$4,100,000** in the aggregate—thereby significantly increasing the overall value of the Settlement. *Id.*

Pursuant to the terms of the Settlement, Class Counsel seek a combined fee and expense award of \$200,000.00, which only equates to 4.5% of a conservative valuation of the Settlement. This request is well below the percentage normally awarded in data breach class action settlements, which often ranges between 30% to 33% of the class's recovery. *See, e.g., NSC Technologies,*

LLC, Case No. 25EV000160 (Ga. St. Ct. Fulton Cty. November 21, 2025) (awarding \$253,000 in combined fees and expenses, which accounted for 31.4% of the settlement’s valuation); *Corona-Cantu v. Ingo Money Inc.*, No. 1:24-cv-03023, 2025 U.S. Dist. LEXIS 258847, at *29 (N.D. Ga. June 17, 2025) (“Class Counsel’s attorneys’ fee request of one-third (\$509,117.04) of the \$1,528,880.00 total Settlement Value is reasonable because it is within the range typically approved by courts within the Eleventh Circuit.”); *Ebert v. PRGX Global, Inc.*, No. 1:23-cv-04233, ECF Nos. 27 and 34 (N.D. Ga. Jan. 23, 2025) (awarding attorneys’ fees totaling between 26% to 31% of the total estimated recovery in a claims-made data breach settlement using a similar settlement valuation); *In re Lincare Holdings Inc. Data Breach Litig.*, No. 8:22-cv-01472-AAS, 2024 U.S. Dist. LEXIS 110789, at *11–12 (M.D. Fla. June 24, 2024) (approving attorneys’ fees of \$2,416,666.67 consisting of 1/3 of the \$7,250,000 settlement fund in a data breach class action). Therefore, because the requested fee is significantly below the percentage typically awarded in data breach class action settlements, it should be approved.

c. *Johnson* Factor 7: Time Limitations Imposed by the Client or the Circumstances.

Plaintiffs alleged that due to the Data Security Incident, they were at a certainly impending risk of identity theft and fraud. Time was of the essence when securing relief and benefits for the Settlement Class. Settlement Class Counsel's efficient work will allow Settlement Class Members to expeditiously take advantage of reimbursements and credit monitoring that otherwise may not be available to Settlement Class Members until years after the litigation is resolved (assuming the litigation is successful). These benefits will help mitigate future harms. Thus, this factor supports the fee request.

d. *Johnson* Factor 8: Results Obtained and Amount Recovered.

The Settlement obtained is a strong recovery for the Settlement Class. Through Settlement Class Counsel's determination and hard work, Settlement Class Counsel secured a settlement conservatively valued at \$4,600,000 for approximately 11,640 Settlement Class Members. Counsel Decl. ¶ 14. From that amount, Settlement Class Members may claim an alternative cash payment of \$50 without providing any documentation or proof of loss. *Id.* ¶ 13. This high per person recovery far exceeds that obtained in other data breach settlements. *See, e.g., Wilcopolski v. First Advantage Form I 9 Compliance, LLC*, No. 1:24-cv-03235-LMM, 2025 U.S. Dist. LEXIS 255105 (N.D. Ga. May 19, 2025) (approximate per person recovery of \$3.37 per person in data privacy case); *Cain v. CGM, L.L.C.*, No. 1:23-CV-02604-SEG, 2025 U.S. Dist. LEXIS 196873, at *10 (N.D. Ga. Mar. 10, 2025) (approximate per person recovery of \$4.76 per person in data privacy case); *In re Lincare Holdings Inc. Data Breach Litig.*, 2024 U.S. Dist. LEXIS 110789 (approximate per person recovery of \$3.06 in data privacy case); *Desue v. 20/20 Eye Care Network, Inc.*, No. 21-CIV-61275-RAR, 2023 U.S. Dist. LEXIS 117355 (S.D. Fla. July 8, 2023) (approximate per person recovery of \$0.71 per person). The purpose of providing these comparators is not to disparage the settlements reached in the data breach cases cited, but to exemplify the excellent result achieved here. Hence, this factor too weighs in favor of granting the requested fee.

e. *Johnson* Factor 11: Nature and Length of Professional Relationship.

Class Counsel have been in communication with their clients since before this action was commenced and remain in contact with them regarding details of this Settlement and its progression. Counsel Decl., ¶ 29. Plaintiffs have been actively involved in this litigation and have approved of and support the Settlement. *Id.* Accordingly, this factor weighs in favor of the agreed upon fee.

2. The Requested Fee is also Reasonable Under the Lodestar Method.

Although the Court is not required to undertake a lodestar cross-check, the lodestar method confirms the reasonableness of the requested fee. *See In re Ethicon Physiomesb Flexible Composite Hernia Mesh Prods. Liab. Litig.*, No. 1:17-md-02782-RWS, 2022 U.S. Dist. LEXIS 227201, at *67 (N.D. Ga. Nov. 14, 2022) (“While such is not required in the Eleventh Circuit, courts also sometimes apply a rough lodestar ‘cross-check’ to assess the reasonableness of the percentage-based fee.” (citation omitted)).

a. The Number of Hours Claimed is Reasonable.

Class Counsel have devoted substantial—but entirely appropriate—time, effort, and resources to securing the Settlement. Since the inception of this case, they have documented 111.8 hours, which, when multiplied by their customary hourly rates, equates to a lodestar of \$107,992.40. Counsel Decl., ¶ 20. As detailed in Class Counsel’s Declaration, these hours reflect work that included: (i) conducting extensive background investigation; (ii) vetting potential class representatives; (iii) thoroughly researching and drafting complaints (both the federal and state court complaint) to address potential defenses raised by Defendant; (iv) meeting and conferring with defense counsel; (v) investigating the Data Breach in depth; (vi) negotiating the terms of the Settlement by way of a formal mediation and obtaining preliminary approval; (vii) preparing the settlement agreement, exhibits, and preliminary approval papers; (viii) appearing before this Court to successfully argue for preliminary approval; (ix) soliciting bids from multiple claims administration firms and coordinating with the Claims Administrator to implement the notice plan and claims process; and (x) monitoring and assisting Settlement Class Members throughout the claims process. *Id.* ¶ 24. The time and effort invested in this litigation thus far have been both necessary and reasonable to achieve the highly favorable Settlement. *Id.* ¶ 25.

Nonetheless, additional work will be required. The hours described above do not include

time that will be required to prepare the motion for final approval, prepare for the final fairness hearing, oversee the claims administration process and distribution of Settlement Benefits, or respond to Settlement Class Member inquiries regarding their payments following final approval. *Id.* ¶ 20. These tasks will require Class Counsel to dedicate additional time and incur further fees. *Id.* Accordingly, the total time devoted to this litigation supports the reasonableness of the requested fee.

b. For Purposes of a Lodestar Crosscheck, a Modest Multiplier is Appropriate and Demonstrates the Reasonableness of the Requested Fees.

Class Counsel's fee request currently reflects a current modest positive lodestar multiplier of 1.74. *Id.* A lodestar multiplier in this range is regularly approved by courts in Georgia and is particularly appropriate considering the complexity of the case, the risk of nonpayment, the quality of Class Counsel's performance, and the benefit obtained for the Class, as discussed *supra*. See, e.g., *In re S. Co. S'holder Derivative Litig.*, No. 1:17-CV-725-MHC, 2022 U.S. Dist. LEXIS 106456, at *33–34 (N.D. Ga. June 9, 2022) (“[C]ourts in the Eleventh Circuit routinely approve fee awards amounting to positive multipliers on counsel's time to compensate them for the risky nature of representative litigation.”); *Ingram v. The Coca-Cola Co.*, 200 F.R.D. 685, 696 (N.D. Ga. 2001) (noting that courts have used multipliers over five); *Pinto v. Princess Cruise Lines*, 513 F. Supp. 2d 1334, 1344 (S.D. Fla. 2007) (noting multipliers larger than three have been approved).

Moreover, the lodestar multiplier will drop significantly once the additional work is done in this case to bring the case to final approval and distribute the Settlement Benefits. Also, the lodestar here is a merely a cross-check, confirming the reasonableness of the requested fee. In this case, it does.

C. Class Counsel's Reasonable Litigation Costs and Expenses Should be Reimbursed.

Throughout the litigation, Class Counsel prosecuted this matter on a wholly contingent basis, assuming all risk of non-payment while advancing necessary litigation expenses totaling \$11,342.91. Counsel Decl., ¶ 21. These expenditures, which included research fees, filing fees, and service costs, were reasonable, necessary, and consistent with prevailing market rates. (*Id.*). Accordingly, Class Counsel’s request for reimbursement of their costs and expenses (which are part of the \$200,000.00 combined award sought) should be approved. *See, e.g., Dowdell v. Apopka*, 698 F.2d 1181, 1192 (11th Cir. 1983) (“[A]ll reasonable expenses incurred in case preparation, during the course of litigation, or as an aspect of settlement” may be recovered.); *Miller v. NextGen Healthcare, Inc.*, No. 1:23-cv-02043-TWT, 2026 U.S. Dist. LEXIS 31355, at *18 (N.D. Ga. Feb. 17, 2026) (reimbursing expenses for “experts’ fees, the cost of the required document repository, filing fees, mediation fees, discovery costs, depositions, travel, court reporting, transcripts, and legal research costs” because they were “reasonably and necessarily incurred to advance the litigation and are the categories of expenses routinely charged to paying clients in the marketplace.”).

D. The Court Should Approve the Service Awards Requested.

Class Counsel seeks Service Awards of \$2,500.00 per Class Representative. The Class Representatives devoted substantial effort on behalf of the Class, including: (i) completing detailed questionnaires; (ii) providing counsel with critical information to support their claims; (iii) gathering documents and other evidence relevant to the litigation; (iv) agreeing to participate in potentially invasive and time-consuming discovery, including depositions, if required; (v) reviewing pleadings and coordinating with counsel on case strategy and status; (vi) conferring with counsel regarding settlement negotiations; and (vii) carefully considering and approving the Settlement terms on behalf of the Class. Counsel Decl., ¶ 28. Their dedication to the interests of

the Class and their commitment to securing meaningful relief warrant recognition through the requested Service Awards, which are routinely approved in data breach litigation of this nature. *See, e.g., Miller*, 2026 U.S. Dist. LEXIS 31355, at *16 (awarding service awards of \$2,500.00 in data privacy case); *Stark v. Acuity Brands, Inc.*, 2024 Ga. State LEXIS 3725, *8 (same). As such, they should be approved here.

IV. CONCLUSION

For the foregoing reasons, Plaintiffs respectfully request that the Court approve (i) Class Counsel's combined attorneys' fees, costs, and expenses in the amount of \$200,000.00; and (ii) Service Awards of \$2,500.00 for each Plaintiff (\$5,000.00 total).⁵

Date: June 18, 2026

/s/: Casondra Turner

Casondra Turner
MILBERG, PLLC
260 Peachtree Street NW
Suite 2200
Atlanta, Georgia 30303
Tel: (866) 252-0878
E: cturner@milberg.com

⁵ Plaintiffs will submit a Proposed Order with their forthcoming Motion for Final Approval of Settlement, which will include a provision to grant the relief sought in this motion.

CERTIFICATE OF SERVICE

The undersigned hereby certifies that on June 18, 2026, the foregoing document was filed via the Court's electronic filing system, which will cause a true and correct copy of the same to be served electronically upon counsel for Defendant.

/s/: Casondra Turner

Casondra Turner