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6 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
7 **FOR THE COUNTY OF FRESNO**

8 NAREK AVESTISYAN, on behalf of
9 himself and all others similarly situated,

10 Plaintiff,

11 v.

12 UNITED HEALTH CENTERS OF THE
13 SAN JOAQUIN VALLEY,

14 Defendant.

) Case No. 22ECG00285
)
) Assigned to: Hon. Kristi Culver Kapetan
)

) **PLAINTIFF'S MEMORANDUM OF**
) **POINTS AND AUTHORITIES IN**
) **SUPPORT OF MOTION FOR**
) **ATTORNEYS' FEES, COSTS AND**
) **INCENTIVE AWARDS**

) Hearing Date: February 8, 2023
) Time: 3:30 PM
) Department: 403

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1
2
3 **MEMORANDUM OF LAW**

4 **I. INTRODUCTION**

5 On September 14, 2022, this Court preliminarily approved a \$1,638,000 class action
6 settlement in this lawsuit that was filed as the result of a cyberattack by an unauthorized third
7 party to certain computer systems of United Health Centers of the San Joaquin Valley (“UHC”)
8 on or about August 28, 2021 (the “Data Security Incident”). Plaintiff respectfully submits that the
9 Settlement is an outstanding result for Class Members.

10 In light of the sizeable result obtained for approximately 113,365 Class Members, Plaintiff
11 respectfully requests the Court authorize an award of attorneys’ fees to Class Counsel of one-third
12 the common fund and a \$16,674.78 reimbursement for out-of-pocket costs and expenses.
13 Plaintiff’s request is squarely supported by the percentage-of-the-fund method of calculating
14 attorneys’ fees applicable to common fund cases like this one under California law. *See, e.g.*
15 *Laffitte v. Robert Half Int’l, Inc.* (2016) 1 Cal.5th 480. Plaintiff’s fee request is particularly
16 appropriate in light of the strong remedial relief Class Counsel achieved for the Class in such an
17 efficient fashion.

18 Further, in light of the significant risks and efforts expended by the class representatives
19 on behalf of the class, Plaintiff respectfully request the Court approve service award of \$5,000 to
20 Narek Avetisyan for his work on behalf of the Class.

21 **II. PROCEDURAL AND FACTUAL BACKGROUND**

22 This is a data breach case alleging that Defendant failed to protect Plaintiff and the Class’s
23 private information from cybercriminals. Defendant is a non-profit medical provider that collects
24 and maintains patients’ “personally identifiable information” (“PII”) and “personal health
25 information” (“PHI”), including names, medical diagnoses, insurance information, and treating
26 physicians. Compl., ¶¶1, 10. Plaintiff and the Class are Defendant’s current and former patients
27 (“Settlement Class”), who allege they disclosed their PII and PHI to receive Defendant’s services.
28 *Id.* ¶2. Plaintiff alleges that in August 2021, hackers targeted Defendant in a “ransomware” attack,
accessing patients’ PII and PHI (the “Data Breach”). *Id.* ¶¶1, 10. Plaintiff discovered that his PII

1 and PHI taken in the Data Breach was publicly leaked by the criminal who perpetrated the Data
2 Breach, and alleges that Defendant never notified him about the Data Breach, depriving him of the
3 earliest opportunity to guard himself against identity theft. *Id.* ¶¶32, 36. Defendant contends that it
4 has been diligently proceeding towards individually notifying all persons affected by the Data
5 Breach since the time the Data Breach was discovered.

6 On liability, Plaintiff alleged that Defendant failed to protect patients' PHI and PII, which
7 resulted in the Data Breach and harmed Plaintiff and the Settlement Class. *Id.* ¶¶12-14, 22. Plaintiff
8 also alleges that Defendant delayed notice to the Settlement Class about the Data Breach,
9 preventing them from protecting themselves and mitigating the data breach's impact on them. *Id.*
10 ¶24. As a result, Plaintiff asserted five claims: (i) negligence; (ii) invasion of privacy; (iii) CMIA
11 violations under Cal. Civ. Code § 56; (iv) CRA violations under Cal. Civ. Code § 1798.80; and (v)
12 UCL violations under Bus. & Prof. Code § 17200. *See id.* ¶¶55-119. In so doing, Plaintiff's
13 Complaint sought damages; a declaration that Defendant's conduct was wrongful, unfair,
14 unconscionable, and violated California law; an order enjoining Defendant's wrongful conduct;
15 and attorneys' fees and costs. *Id.* at Prayer for Relief.

16 **A. Procedural History**

17 On January 18, 2022, Plaintiff filed his Complaint, then serving Defendant in February
18 2022. *See Exhibit 1*, Joint Declaration of Matthew Wilson, Raina Borelli and Anthony Paronich
19 ("Joint Decl.") at ¶ 10. In March 2022, the Parties discussed mediating Plaintiff's claims, seeking
20 to resolve them on a class-wide basis. *Id.* at ¶ 12. In advance, Defendant disclosed to Plaintiff
21 information necessary to evaluate his and the Settlement Class's claims, including how the Data
22 Breach happened, how many patients it affected, what PHI and PII were involved, Defendant's
23 insurance coverage and limits, and Defendant's financial status. *Id.* at ¶ 13. Armed with this
24 information, Plaintiff agreed to mediate his claims with Defendant. *Id.* at ¶ 14.

25 On April 26, 2022, the Parties mediated the case with Judge Morton Denlow (Ret.) from
26 JAMS. *Id.* at ¶ 15. At mediation, the Parties evaluated the risks, uncertainties, costs, and delays that
27 continued litigation posed, including that Plaintiff risked recovering nothing if he did not secure
28 relief for the class at settlement. *Id.* at ¶ 16. Considering those factors under Judge Denlow's

1 guidance, the Parties agreed to the key terms of a class settlement, which delivered relief to the
2 class and avoided the uncertainty that continued litigation posed. Avoiding further litigation was
3 important to class member interests because a review of the financial condition of the defendant
4 revealed that the only meaningful recovery for this matter would be from the insurance policy,
5 which would further deteriorate with any litigation.

6 On May 26, 2022, the Parties' signed the Agreement described below. *Id.* at ¶ 17. In so
7 doing, Defendant responded to Plaintiff's confirmatory discovery requests, aimed at confirming
8 information related to the data breach and settlement. *Id.* at ¶ 18.

9 **III. SUMMARY OF SETTLEMENT**

10 **A. Settlement Negotiations**

11 As noted above, the Parties negotiated the Settlement with Judge Denlow, a well-respected
12 mediator who presided over an arm's length mediation between capable and experienced class
13 action counsel. *Id.* at ¶ 20. Relevant here, the Parties did not discuss attorneys' fees and costs or
14 service awards until after they had agreed on the Settlement's material terms, including the
15 Settlement Class definition, how to notify the Settlement Class, Settlement Class benefits, and the
16 release's scope. *Id.* Moreover, the amount of attorneys' fees and costs are not a condition of the
17 Settlement.

18 **B. The Proposed Settlement**

19 The Settlement Agreement addresses the Data Breach's harms by providing free credit
20 monitoring and identity restoration services, compensating Settlement Class members' documented
21 economic losses up to \$2,500, compensating Settlement Class members' non-economic losses up
22 to \$500, and verifying that the Defendant has significantly improved its data security. Settlement
23 Agreement § IV. Specifically, the Agreement provides the following:

24 **1. Class Certification**

25 The Agreement defines the Settlement Class as: "All persons subject to notification of
26 this settlement, comprised of any person whose personal information, which may include health
27 information, was exposed to unauthorized access as a result of a data security incident affecting
28 Defendant's computer network that occurred on or around August 28, 2021." *Id.* § 4.1. The Court

1 preliminarily approved this class definition in its September 14, 2022 Order.

2 **2. Class Benefits**

3 The Agreement secures \$1,638,000 (“Settlement Fund”) to fund four benefits for the
4 Settlement Class: (1) the availability of three years of credit monitoring and identity restoration
5 services, (2) reimbursement of documented economic losses up to \$2,500 per Settlement Class
6 member, (3) compensation for non-economic losses up to \$500 per Settlement Class member, and
7 (4) significant improvements to Defendant’s data security to ensure the protection of Settlement
8 Class members’ information in the future. *Id.* §4.5. Indeed, this Court’s preliminary approval order
9 states, “the terms of the agreement address the harms caused by the data-breach, including a
10 verification that defendant has improved its security. It also provides affected patients with
11 monitoring services and allows limited reimbursement. It also establishes those protections
12 relatively soon, as opposed to awaiting the completion of prolonged litigation. Therefore, the
13 settlement appears reasonable.” *See Exhibit 2*, September 14, 2022 Preliminary Approval Order at
14 *4.

15 **a. Settlement Funding**

16 The Agreement requires Defendant to fund the settlement with \$1,638,000. Agreement §§
17 1.16; 4.5.9. The Settlement Fund will be the “Maximum Amount Payable” that Defendant must
18 pay under the Agreement’s terms, covering: (a) the costs for all benefits to the Settlement Class;
19 (b) Class Counsels’ fees and costs; (c) a service award to the Named Plaintiff; (d) costs to notify
20 the Settlement Class; and (d) the settlement administrator’s fees for administering the settlement.
21 *Id.*; *Id.* § 1.16.

22 **b. Credit Monitoring**

23 The settlement will fund three years of free credit monitoring for all Settlement Class
24 members that elect to enroll. *Id.* § 4.5.1. Settlement Class members will receive a code to enroll
25 in “credit monitoring and identity restoration services.” *Id.* Relevant here, Settlement Class
26 Members will not have to submit a claim form to enroll—thus avoiding a “two-step” process to
27 receive the benefit. *Id.* Indeed, Settlement Class members will receive credit monitoring in “one
28 step” when entering the enrollment code with the service provider. *Id.* To participate, Settlement

1 Class members need only enroll by the election deadline. *Id.*

2 **c. Economic Loss Reimbursement**

3 Under the Agreement, the Settlement will fund “Reimbursement of Documented
4 Economic Losses,” which will reimburse class members for their out-of-pocket losses related to
5 the data breach. *Id.* § 4.5.2. The Agreement caps claims at \$2,500 per person but requires only
6 that they submit a claim form with documents establishing their losses. *Id.* § 4.5.3. All losses
7 must be “fairly traceable” to the data breach, but includes all losses “that are reasonable and
8 customarily incurred when responding to the type of fraud or identity theft suffered by the
9 Settlement Class Member[.]” *Id.* The Agreement gives the administrator the authority to
10 adjudicate claims according to the process outlined in the Agreement, allowing the claimant
11 opportunities to prove disputed claims to the Parties and a neutral third party. *Id.* §§ 4.5.4; 4.5.5;
12 4.5.6.

13 **d. Non-Economic Loss Reimbursement**

14 The Agreement also pays Settlement Class members for their “non-economic” losses. *Id.*
15 § 4.5.8. Indeed, Settlement Class members can claim up to \$500 in such difficult-to-quantify
16 losses by submitting the claim form attached as Exhibit E to the Agreement. *Id.* § 4.5.8. However,
17 no documents establishing any losses are required to make this claim.

18 **e. Remedial Relief**

19 For remedial relief, the Agreement outlines how Defendant has improved its security
20 safeguards, including that it “upgraded its threat detection monitoring systems and has
21 implemented and will maintain multi-factor authentication for all forms of remote access to its
22 systems and network.” *Id.* § 4.5.11. This “non-monetary relief” will protect the Settlement Class’s
23 PII and PHI that Defendant still possesses. *Id.*

24 **IV. LEGAL ARGUMENT**

25 The award of attorneys’ fees is “within the discretion of the trial court,” with the goal being
26 “the award of a reasonable fee to compensate counsel for their efforts.” *Laffitte, supra*, 1 Cal. 5th
27 at 504. In light of the significant benefit secured for the Class, Class Counsel respectfully submit
28 that an award of attorneys’ fees based on one-third of the common fund and \$16,674.78 in costs

1 constitutes a “reasonable fee to compensate counsel for their efforts.” *Id.*

2 Indeed, in this Court’s Preliminary Approval Order, the Court stated, “the provisions subject
3 to future application (*attorney fees, service award, Cy Pres Payment*) appear reasonable.” *See*
4 Exhibit 1 at *6 (emphasis added).

5 **A. This Case Is Well Suited for a Percentage-of-the-Fund Approach.**

6 The California Supreme Court has “join[ed] the overwhelming majority of federal and state
7 courts in holding that when class action litigation establishes a monetary fund for the benefit of the
8 class members, and the trial court in its equitable powers awards class counsel a fee out of that
9 fund, the court may determine the amount of a reasonable fee by choosing an appropriate
10 percentage of the fund created.” *Laffitte, supra*, 1 Cal. 5th at 503; *see also* ALI, Principles of the
11 Law of Aggregate Litigation (2010) § 3.13(b) & cmt. b (finding that “most courts and
12 commentators now believe the percentage method is superior” and that it “should be the method
13 utilized in most common-fund cases”.)

14 The California Supreme Court’s position is consistent with the longstanding practice in
15 California courts of awarding attorneys’ fees based on a percentage when litigation results in a
16 common fund that benefits a class. *See, e.g., Fox v. Hale & Norcross Silver Mining Co.* (1895)
17 108 Cal. 475, 476 (awarding “plaintiff’s attorneys, as compensation for their services, twenty-five
18 percent of all moneys” in a common fund); *Glendale City Employees’ Assn. v. City of Glendale*
19 (1975) 15 Cal.3d 328, 341, fn. 19 (awarding a percentage of the fund to attorneys “under the rule
20 that a litigant who creates a fund in which others enjoy beneficial rights may require those
21 beneficiaries to pay their fair share of the expense of litigation”); *Sutter Health Uninsured Pricing*
22 *Cases* (2009) 171 Cal.App.4th 495, 512 (affirming percentage-based fee award from common
23 fund); *Parker v. City of Los Angeles* (1974) 44 Cal.App.3d 556, 567-568 (affirming fee award of
24 one-third of damages); *Knoff v. City & County of San Francisco* (1969) 1 Cal.App.3d 184, 203-204
25)finding “contingent percentage” award of attorneys’ fees appropriate in representative action.)

26 This method serves the interests of justice by attracting competent counsel to undertake
27 complex cases on contingency, a goal that is particularly important in the class action context
28 related to data breaches. *See, e.g., Linder v. Thrifty Oil Co.* (2000) 23 Cal.4th 429, 434 (“Courts

1 long have acknowledged the importance of class actions as a means to prevent a failure of justice
2 in our judicial system.”); *Gentry v. Super. Ct.* (2007) 42 Cal.4th 443; *Melendres v. City of Los*
3 *Angeles* (1975) 45 Cal.App.3d 267, 273 (competent counsel “will be more willing to undertake
4 and diligently prosecute proper litigation for the protection or recovery of the fund if [they are]
5 assured that [they] will be promptly and directly compensated should [their] efforts be successful”
6 (quotation omitted)).

7 **B. Class Counsel Have Obtained an Efficient Resolution to This Litigation.**

8 This is the paragon case for a percentage approach. The Supreme Court has observed that
9 one benefit of the percentage method is “the encouragement it provides counsel to seek an early
10 settlement and avoid unnecessarily prolonging the litigation.” *Laffitte, supra*, 1 Cal.5th at 503; *see*
11 *also Melendres, supra*, 45 Cal. App. 3d at 273 (noting that a percentage of the fund acts as an
12 important incentive to encourage counsel “to undertake and diligently prosecute proper litigation
13 for the protection or recovery of the fund” (quotation omitted).)

14 Class Counsel’s efforts to master the relevant facts and legal questions—through extensive
15 investigation and informal discovery—made favorable resolution possible prior to the filing of
16 dispositive motions that could have eliminated or significantly weakened Plaintiff’s claims. In this
17 case, Class Counsel made an informed judgment based on extensive pre-filing investigation and
18 negotiation that this settlement—as opposed to protracted litigation—would provide the maximum
19 relief to as many Class Members as possible, and to as large a Class as possible. *See* Joint Dec. at
20 ¶ 27. That judgment was based on applying years of legal experience litigating class action claims
21 to the facts of this case. *Id.* at ¶ 28.

22 In evaluating the case, Class Counsel were aware that challenges that Plaintiff and other
23 Class Members would face without this settlement were significant. *Id.* at ¶ 29.

24 *First*, notably, data breach cases are notoriously difficult to certify as class actions. *See, e.g.*
25 *In re TD Ameritrade Acct. Holder Litig.*, No. C 07-2852 SBA, 2011 WL 4079226, at *5 (N.D. Cal.
26 Sept. 13, 2011); *In re TJ Cos. Retail Sec. Breach Litig.*, 246 F.R.D. 389, 397 (D. Mass. 2007)
27 (refusing to certify a class of banks alleging damages resulting from a retailer's data breach because
28 of individual issues relating to causation); *Stollenwerk v. TriWest Healthcare Alliance*, No. CV–

1 03–0185–PHX–SRB, Slip Op. at 5–6 (D. Ariz. June 10, 2008) (individualized issues relating to
2 proof of causation would predominate over common questions in a class action case involving theft
3 of computer equipment containing personal information). Indeed, “[N]o data breach case has gone
4 to trial.” Max Meglio, Note, *Embracing Insecurity: Harm Reduction Through a No-Fault Approach*
5 *to Consumer Data Breach Litigation*, 61 B.C. L. REV. 1223, 1235 (2020). The certainty of the
6 settlement is preferable.

7 *Second*, without this settlement, Defendant would request formal discovery—including
8 depositions, document requests, and so on—from a substantial number of Class Members. The
9 proposed settlement permits Class Members to recover significant rewards without requiring them
10 to bear the burden or the risks of discovery.

11 By prioritizing the interests of the Settlement Class and concluding that a settlement before
12 adjudication of these issues best served those interests, Class Counsel obtained a benefit for all
13 Settlement Class members. Class Counsel’s skillful approach to investigation, mediation, and
14 negotiation exemplified this Court’s own policy of promoting dispute resolution to secure better
15 results without needless expense or time-consuming litigation.

16 **C. Class Counsel Have Obtained an Excellent Result.**

17 The Settlement requires total payment by Defendant of \$1,638,000—a substantial sum. A
18 percentage method is thus well-suited to this case, because it ensures that Class Counsel’s
19 incentives were maximally aligned with Settlement Class members’: obtaining the maximum
20 monetary benefit for the Settlement Class. *See Roos v. Honeywell Int’l, Inc.* (2015) 241 Cal.App.4th
21 1472, 1492 (the percentage method “better aligns the interests of class counsel and class
22 members . . . [by] t[ying] the attorneys’ [fee] awards to the overall result achieved” (quotation
23 and citation omitted) (alterations in original)), *superseded on other grounds by Hernandez v.*
24 *Restoration Hardware, Inc.* (2018) 4 Cal. 5th 260.¹ Indeed, securing the settlement at the time it

25 _____
26 ¹ See also Coffee, *The Regulation of Entrepreneurial Litigation: Balancing Fairness and Efficiency*
27 *in the Large Class Action* (1987) 54 U.Chi.L.Rev. 877, 878 (stressing “the incentives that the law
28 holds out so as to motivate attorneys to perform as we believe informed clients would want them”);
Morawetz, *Bargaining, Class Representation, and Fairness* (1993) 54 Ohio St. L.J. 1, 5 (noting
that “[t]he law and economics literature has suggested that clients are unable to monitor their
attorneys’ behavior in the class setting and that fee structures should be altered to better align
attorney incentives with the interests of the client class.”).

1 was is important to class member interests because a review of the financial condition of the
2 defendant revealed that the only meaningful recovery for this matter would be from the insurance
3 policy, which would further deteriorate with any litigation.

4 **D. The Percentage Requested by Class Counsel Is Reasonable.**

5 Class Counsel seek a fee percentage consistent with those approved by other courts: one-
6 third of the common fund for their attorneys' fees. *See Laffitte, supra*, 1 Cal.5th at 506 (approving
7 trial court's award of 33.3% of \$19 million settlement to attorneys' fees.) California courts have
8 customarily approved payments of attorneys' fees amounting to one-third of the common fund in
9 comparable common fund cases. *See id.* In some circumstances, courts have approved percentage
10 awards that are even higher. *See, e.g., Roos, supra*, 241 Cal. App. 4th at 1494-96 (trial court did
11 not abuse discretion in approving attorney's fees of 37.5% in class action). Accordingly, a 33.33%
12 award in this case, particularly in light of the tremendous benefit Class Counsel successfully
13 obtained for the Settlement Class, is well within the range of a reasonable fee award. Indeed, in this
14 Court's Preliminary Approval Order, the Court stated, "the provisions subject to future application
15 (*attorney fees, service award, Cy Pres Payment*) appear reasonable." *See Exhibit 1* at *6 (emphasis
16 added).

17 **E. Plaintiff's Request for Reimbursement of Costs Is Reasonable.**

18 Plaintiff respectfully requests reimbursement for \$16,674.78 in costs. This amount is
19 approximately 1 % of the total settlement of \$1,658,000 obtained for the Settlement Class by Class
20 Counsel. Moreover, it represents the actual unreimbursed expenses incurred out-of-pocket by Class
21 Counsel prosecuting this case on behalf of the Plaintiff since the inception of the litigation. *See*
22 *Joint Dec.* at ¶ 30. These reasonable costs and expenses were incurred in connection with Plaintiff's
23 investigation and litigation, including mediation fees and court filing fees. *Id.* at ¶ 31.

24 "[T]he prevailing view is that expenses are awarded in addition to the fee percentage."
25 *Conte, Attorney Fee Awards*, § 2.8, at 107-13 (3d ed. 1993). Courts routinely reimburse class
26 counsel for the costs incurred in prosecuting civil actions on a contingent basis. *See, e.g., Urethane*
27 *Cases* (Super. Ct. S.F. County, June 25, 2013, J.C.C.P. No. 4367) (\$23,833.27 in costs awarded
28 from \$1,780,000 settlement); *Smokeless Tobacco Cases I-IV* (Super. Ct. S.F. County, Mar. 12,

1 2008, J.C.C.P. Nos. 4250, 4258, 4259, 4262) (\$913,464.20 in costs awarded).

2 These costs were advanced by Class Counsel on a purely contingent basis; had there been
3 no recovery, the costs would have been lost. *Id.* at ¶ 32. Class Counsel also seeks reimbursement
4 without any addition for interest or “time value of money.” Further, pursuant to the Settlement
5 Agreement, Class Counsel notified all Settlement Class members that they would seek
6 reimbursement for litigation costs from the Settlement Fund. *Id.* at ¶ 33. To date, no Class Member
7 has objected to reimbursement for attorneys’ costs. *Id.* at ¶ 34.

8 In light of the expenses Class Counsel have incurred in bringing this case to a successful
9 settlement, Plaintiff respectfully submits that his request for reimbursement of costs and expenses
10 is reasonable.

11 **F. The Class Representative Service Payments Are Reasonable.**

12 Narek Avetisyan filed this litigation on behalf of thousands of similarly situated victims of
13 the Data Breach. Because his efforts procured a tremendous result for the Settlement Class, he is
14 entitled to seek fair and reasonable compensation from the common fund in the form of a service
15 award. *See, e.g., In re Cellphone Fee Termination Cases* (2010) 186 Cal.App.4th 1380, 1393
16 (“Incentive awards are fairly typical in class action cases.” (citations, alteration and emphasis
17 omitted)); *see also Staton v. Boeing Co.* (9th Cir. 2003) 327 F.3d 938, 977 (“[N]amed Plaintiff . . .
18 are eligible for reasonable incentive payments”].) Service awards are “intended to compensate
19 class representatives for work done on behalf of the class, to make up for financial or reputational
20 risk undertaken in bringing the action, and, sometimes, to recognize their willingness to act as a
21 private attorney general.”)

22 Mr. Narek Avetisyan expended significant efforts in forwarding this litigation. He assisted
23 Class Counsel in its investigation of the class-wide nature of his claims, including by participating
24 in the investigation, informal discovery, mediation, and settlement implementation processes;
25 reviewed drafts of pleadings and other documents before filing; provided input on key litigation
26 and mediation documents; gathered documents and other potential evidence to support class claims

1 against Defendant; identified potential witnesses; and regularly spoke with Class Counsel about the
2 case. He also assisted in the factual and strategic development of the lawsuit.

3 Mr. Avetisyan should also be rewarded for his “public service of contributing to the
4 enforcement of mandatory laws.” *Sullivan v. DB Investments, Inc.* (3d Cir. 2011) 667 F.3d 273,
5 333 n. 65 (citation and quotation omitted). Without his willingness to take on the risk of filing a
6 class action lawsuit, no class recovery would have been possible. Solely because Mr. Avetisyan
7 came forward at substantial personal risk, Defendant will pay a total of \$1,658,000 into a common
8 fund for the benefit of thousands of Settlement Class members.

9 Under these circumstances, an award of \$5,000 is reasonable in relation to the \$1,658,000
10 settlement amount. In fact, California courts frequently approve awards more than \$15,000 to
11 individual class representatives in similar class actions. *See, e.g., Hasty v. Elec. Arts, Inc.* (Super.
12 Ct. San Mateo County, Sept. 22, 2006, No. CIV 444821) (\$30,000 to the class representative in a
13 wage-and-hour class action); *Butler v. Countrywide Home Loans, Inc.* (Super. Ct. L.A. County,
14 June 27, 2005, No. BC 268250) (in a wage-and-hour class action, \$150,000 to two named plaintiffs
15 and \$115,000 to third named plaintiff); *Meewes v. ICI Dulux Paints* (Super. Ct. L.A. County, Sept.
16 19, 2003, No. BC265880) (\$50,000, \$25,000 and \$10,000 to the named plaintiffs); *see also Ingram*
17 *v. The Coca-Cola Co.* (N.D. Ga. 2001) 200 F.R.D. 685, 694 (awarding \$300,000 service payments
18 to each of four representative plaintiffs.).

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22 **V. CONCLUSION**

23 Based on the foregoing, Plaintiff respectfully requests the Court approve Plaintiff’s motion
24 for an award of attorneys’ fees and costs, and service awards for the class representative.

25
26 Respectfully submitted,

27 Dated: November 3, 2022

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

28 Michael J. Boyle, Jr. (SBN 258560)
mboyle@meyerwilson.com

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PROOF OF SERVICE

I, Michael J. Boyle, Jr., declare as follows:

I am employed in the County of Franklin, State of Ohio. I am a resident of the State of Ohio, over the age of eighteen years old, and not a party to this action. My business address is Meyer Wilson Co., LPA, 305 W. Nationwide Blvd., Columbus, OH 43215. On November 3, 2022, I served the following document(s) described as:

MOTION FOR FEES

on all parties of record as follows:

- (X) Electronically as follows:
James Monagle
MULLEN COUGHLIN, LLC
309 Fellowship Rd., Suite 200
Mt. Laurel, N.J., 08054
jmonagle@mullenlaw.com

I declare under penalty of perjury that the foregoing is true and correct.

Executed on November 3, 2022 at Columbus, Ohio.

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