

MEYER WILSON CO., LPA  
Matthew R. Wilson, Esq. (SBN 290473)  
mwilson@meyerwilson.com  
Michael J. Boyle, Jr. (SBN 258560)  
mboyle@meyerwilson.com  
305 W. Nationwide Blvd  
Columbus, OH 43215  
PH: 614-224-6000  
Fax: 614-224-6066

*Attorneys for Plaintiff and the Proposed Settlement Class*

**IN THE SUPERIOR COURT  
FOR THE COUNTY OF MONTEREY**

KEVIN HEALY and APRIL  
HERNANDEZ, on behalf of themselves  
and all others similarly situated,

*Plaintiffs,*

v.

REITER AFFILIATED COMPANIES,  
LLC,

*Defendant.*

Case No. 22CV003056

Assigned to: Hon. Carrie Panetta

**PLAINTIFFS' BRIEF IN SUPPORT OF  
ATTORNEY'S FEES, COSTS, AND  
INCENTIVE AWARDS**

Hearing Date: January 19, 2024

Time: 8:30 A.M.

Dept. 14

Complaint Filed: October 6, 2022

Trial Date: None

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1 **I. INTRODUCTION**

2 Plaintiffs bring the instant motion to seek recovery of reasonable attorneys’ fees and  
3 expenses incurred in the prosecution this class action, which successfully safeguarded the privacy  
4 rights of thousands of California citizens and provided them with a significant financial benefit.  
5 This is a data breach case alleging that Defendant failed to protect Plaintiffs and the class’s private  
6 information from cybercriminals.

7 The instant class action protected thousands of California consumers who are members of  
8 the Class. Moreover, it required Defendant to make changes to its cybersecurity practices to  
9 ensure future data breaches do not occur. In the settlement agreement, which is similar to data  
10 breach cases of comparable size and scope, Defendant has agreed to address the Data Breach’s  
11 harms by providing two years of free credit monitoring and identity restoration services with up  
12 to \$1 million in insurance, compensating class members’ documented losses up to \$4,000, a  
13 benefit for California residents of \$75 (on top of any documented losses), and a benefit for non-  
14 California residents of up to \$60 for lost time. Settlement Agreement § 2. This is fair and  
15 appropriate relief that the Court already approved in granting Plaintiffs’ motion for preliminary  
16 approval of class action settlement.

17 This action and settlement ensure the Class will be fairly compensated for the Data Breach,  
18 requires Defendant to enhance its security practices, and more broadly provides a general  
19 deterrent against other companies engaged in similar practices. Preventing identity theft,  
20 protecting consumer privacy, and preserving personal safety are important matters of public  
21 policy as shown by news articles and government studies, and are the objectives served by this  
22 class action.

23 The California Supreme Court requires market rate compensation for attorneys who  
24 undertake the risk of contingent, public interest litigation. According to the Supreme Court, the  
25 primary way to achieve market rate compensation in such cases is to provide a multiplier to the  
26 value of the attorney’s services had he been paid hourly while the services were provided, *i.e.* the  
27 lodestar method. *See Ketchum v. Moses*, 24 Cal. 4th 1122, 1136-1138 (2001). After arms-length  
28

1 negotiations to settle this action, as set forth in the concurrently filed motion for final approval of  
2 the class action settlement agreement, Defendant agreed not to oppose a request by Plaintiffs for  
3 \$200,000 in combined attorney’s fees and costs. The fees now sought — to be paid in addition  
4 to the benefits to the class — were plainly disclosed in the class notice approved by this Court in  
5 its preliminary approval order. Of the hundreds of class members who were notified of this  
6 settlement, *none* have filed any formal objections to the settlement agreement or the fee request  
7 as of the date of this filing and *none* have requested to be excluded from the settlement. Plaintiff  
8 addresses why the class benefit is appropriate in her concurrently filed motion for final approval  
9 of the class action settlement.

10 The overall settlement, including the agreed upon fee award sought by this motion, is fair,  
11 reasonable, warranted, and favored by the class. There is no basis in fact or law to alter the parties’  
12 agreement. Accordingly, Plaintiffs respectfully request that the Court grant the instant motion for  
13 attorneys’ fees and also award Plaintiffs the enhancement awards set forth in the settlement  
14 agreement.

15 **II. ATTORNEYS’ FEES ARE WARRANTED UNDER THE PRIVATE**  
16 **ATTORNEY GENERAL DOCTRINE**

17 Under the private attorney general doctrine, codified at Code Civil Procedure § 1021.5,  
18 attorneys’ fees are awarded in cases that enforce rights affecting public policies:

19 The fundamental objective of section 1021.5 is to encourage suits effectuating a  
20 strong public policy by awarding substantial attorney’s fees to those who  
21 successfully bring such suits. The statute is based on the recognition that privately  
22 initiated lawsuits are often essential to the effectuation of the fundamental public  
23 policies embodied in constitutional or statutory provisions.

24 *California Common Cause v. Duffy*, 200 Cal. App. 3d 730, 741 (1987).

25 Successful litigants are entitled to fees under Code Civil Procedure § 1021.5 when the  
26 litigants’ efforts: (1) have enforced an important right affecting the public interest; (2) have  
27 conferred a significant benefit on the general public or a large class of persons; and (3) have  
28 imposed a financial burden on the plaintiff out of proportion to his individual stake in the matter.

*Baggett v. Gates*, 32 Cal. 3d 128, 142 (1982).

1 While trial courts do have discretion to determine appropriate fee awards, they are also  
2 urged to recognize that: (1) class action settlements should be approved in the absence of evidence  
3 of collusion between the class representative and defendant; and (2) attorneys’ fees are an integral  
4 part of a class action settlement. *Lealao v. Beneficial California, Inc.*, 82 Cal. App. 4th 19, 33  
5 (2000) (“The award to the class and the agreement on attorney fees represent a package deal. Even  
6 if the fees are paid directly to the attorneys, those fees are still best viewed as an aspect of the  
7 class’s recovery.”).

8 Here, Plaintiffs contend this case meets the criteria for such an award, and Defendant has  
9 agreed not to oppose Plaintiffs’ motion for an award of \$200,000 in attorneys’ fees and in costs  
10 for work performed by Class Counsel.

11 **A. Plaintiffs Are Successful Parties**

12 Plaintiffs are successful parties under Code Civil Procedure § 1021.5. “A plaintiff will be  
13 considered a successful party where an important right is vindicated by activating defendants to  
14 modify their behavior.” *Westside Community for Independent Living v. Obledo*, 33 Cal. 3d 348,  
15 353 (1983). “[T]o be a ‘successful party,’ a plaintiff need not achieve a favorable final judgment.”  
16 *Urbaniak v. Newton*, 19 Cal. App. 4th 1837, 1842 (1993). Thus, fees are awarded where plaintiffs  
17 obtain relief through corrective action by the defendants caused by litigation. *Folsom v. Butte*  
18 *County Assn. of Governments*, 32 Cal. 3d 668, 685-686 (1982) (“The critical fact is the impact of  
19 the action, not the manner of its resolution.”); *Northington v. Davis*, 23 Cal. 3d 955, 960 n.2  
20 (1979) (“voluntary” corrective action, induced by litigation, is a benefit of the litigation). Here,  
21 Plaintiffs are entitled to recover reasonable attorneys’ fees and costs because they obtained a  
22 successful settlement that confers significant benefits on Settlement Class Members and the  
23 general public.

24 **B. Plaintiffs Enforced Important Rights and Public Policy**

25 The “important right” criterion in Code Civil Procedure § 1021.5 tests whether “the subject  
26 matter of the action implicated the public interest.” *Beasley v. Wells Fargo Bank*, 235 Cal. App.  
27 3d 1407, 1418 (1991). Consumer protection litigation has long been judicially recognized to be  
28



1 vital to the public interest.” *Beasley*, 235 Cal. App. 3d at 1418, citing *Vasquez v. Superior Court*,  
2 4 Cal. 3d 800, 808 (1971). Protecting consumers’ personal identification information is an  
3 important public interest. Data breaches occur across the United States on a daily basis.  
4 Consumers who have had their private information collected and stored are at risk of identity  
5 theft, which is often financially devastating and is both expensive and time consuming to redress.  
6 With advances in computer technology, the concerns the Legislature recognized nearly twenty  
7 years ago are even more pronounced today. As evidenced by the rash of computer database  
8 security breaches and the increase in identity theft cases nationwide, identity theft is one of the  
9 most important crime issues facing consumers today.

10 **C. This Action Conferred Benefits on a Large Class**

11 The benefits this action conferred on a sizeable class are beyond dispute. If this settlement  
12 is given final approval, the Settlement Agreement addresses the harms to the Class by providing  
13 free credit monitoring and identity restoration services, compensating class members’  
14 documented losses up to \$4,0000, a benefit of \$75 for California residents, and a benefit of up to  
15 \$60 for lost time for non-California residents. Settlement Agreement § 2. However, the benefits  
16 of this action go beyond the class. This lawsuit will send a clear message to other industry  
17 watchers that use of new technologies to develop, enhance and maintain aggressive cybersecurity  
18 measures to avoid data breaches in the future. Such effects are precisely why consumer class  
19 litigation is an established and favored mechanism for redressing consumer rights. *See Vasquez*  
20 *v. Superior Court*, 4 Cal. 3d 800, 808 (1971); *Linder v. Thrifty Oil Co.*, 23 Cal. 4th 429, 445 (2000).

21 **D. The Burden of Private Enforcement Justifies a Fee Award**

22 Both the necessity and financial burden of privately litigating this action make a fee award  
23 appropriate. The theoretical possibility that a governmental agency could have brought a suit  
24 does not foreclose a fee award; fees are appropriate when the government has failed to act to  
25 protect the plaintiff or the public. *Daniels v. McKinney*, 146 Cal. App. 3d 42, 52 (1983); *see also*  
26 *Committee to Defend Reproductive Rights v. A Free Pregnancy Center*, 229 Cal. App. 3d 633,  
27 641 (1991) (plaintiff need not obtain approval from the district attorney to be eligible for Code  
28

1 Civil Proc. § 1021.5 fees). Without the incentive of an attorneys’ fee award, Plaintiffs would have  
2 encountered considerable difficulty finding adequate representation because their damages would  
3 not have justified individual suits. *See Ryan v. California Interscholastic Federation*, 94 Cal. App.  
4 4th 1033, 1044 (2001) (“As to the necessity and financial burden of private enforcement, an award  
5 is appropriate where the cost of the legal victory transcends the claimant’s personal interest; in  
6 other words, where the burden of pursuing the litigation is out of proportion to the plaintiff’s  
7 individual stake in the matter.”).

8 The “financial burden” criterion of Code Civil Proc. § 1021.5 is met when “the cost of the  
9 claimant’s legal victory transcends his or her personal interest, that is, when the necessity of  
10 pursuing the lawsuit placed a burden on the plaintiff out of proportion to his or her individual  
11 stake in the matter.” *Woodland Hills Residents Assn., Inc. v. City Council*, 23 Cal. 3d 917, 941  
12 (1979); *Families Unafraid to Uphold Rural El Dorado County v. Board of Supervisors*, 79 Cal.  
13 App. 41h 505, 519 (2000) (“The issue, in short, is whether the cost of litigation is out of proportion  
14 to the litigant’s stake in the litigation.”); *Notrica v. State Compensation Ins. Fund* 70 Cal. App.  
15 4th 911, 955 (1999).

16 Here, Plaintiffs had little financial incentive to pursue this lawsuit. However, they both  
17 sought to ensure Defendant would be held accountable for the breach and provide relief to the  
18 Class that is on par with other data breach cases of similar size and scope. Accordingly, each of  
19 the factors for a fee award under § 1021.5 is satisfied here and the Court should grant Plaintiff’s  
20 motion for attorneys’ fees.

21 **III. THE SUPREME COURT REQUIRES MARKET RATE COMPENSATION FOR**  
22 **CLASS COUNSEL**

23 **A. The Requested Attorneys’ Fees Amount is Appropriate Under a Lodestar**  
24 **Analysis.**

25 **1. The Lodestar Plus Multiplier Method**

26 The primacy of the lodestar method for establishing attorneys’ fees in private attorney  
27 general cases was established in *Serrano v. Priest (Serrano III)* 20 Cal. 3d 25 (1997). There, the  
28

1 Supreme Court held that the starting point for determining the amount of attorneys’ fees under  
2 the private attorney general doctrine begins by determining the “lodestar” amount. The  
3 “lodestar” is calculated by multiplying the time spent by the reasonable hourly compensation for  
4 the attorney involved in the presentation of the case. *Serrano III*, 20 Cal. 3d at 48, n.23; *see*  
5 *also Maria P. v. Riles*, 43 Cal. 3d 1281, 1294 (1987); *Vo v. Las Virgenes Muncipal Water District*,  
6 79 Cal. App. 4th 440, 445 (2000).

7 An adjustment to the lodestar, known as a multiplier, has long been recognized as necessary  
8 to fully compensate attorneys who undertake the risk of contingent public interest litigation.  
9 *Serrano III*, 20 Cal. 3d at 48-49; *Wershba*, 91 Cal. App. 4th at 254; *Lealao v. Beneficial*  
10 *California, Inc.*, 82 Cal. App. 4th 19, 40 (2000). A positive multiplier is applied to the lodestar  
11 to account for a variety of factors, including: (1) the novelty and difficulty of the issues; (2) the  
12 skill displayed in presenting the issues; (3) the results achieved; and (4) the contingent nature of  
13 the fee award. *Serrano III*, 20 Cal. 3d at 48-49; *Ketchum v. Moses*, 24 Cal. 4th 1122, 1131-1132  
14 (2001); *Dunk v. Ford Motor Co.*, 48 Cal. App. 4th 1794, 1810, n.21 (1996).

15 In *Ketchum*, the California Supreme Court affirmed the use of multipliers to provide market  
16 rate compensation to attorneys who undertake contingent, public interest litigation. In such cases,  
17 the Supreme Court found that the unadorned lodestar is not reasonable compensation because it  
18 does not reflect the marketplace; that is, it does not provide a premium comparable to that earned  
19 by all attorneys who undertake the risk of contingent fee litigation.

20 Under our precedents, the unadorned lodestar reflects the general local hourly rate  
21 for a fee-bearing case; it does not include any compensation for contingent risk,  
22 extraordinary skill, or any other factors a trial court may consider under *Serrano*  
23 *III*. The adjustment to the loadstar figure, e.g., to provide a fee enhancement  
24 reflecting the risk that the attorney will not receive payment if the suit does not  
25 succeed, constitutes earned compensation; unlike a windfall, it is neither unexpected  
nor fortuitous. Rather, it is intended to approximate market-level compensation for  
such services, which typically includes a premium for the risk of nonpayment or  
delay in payment of attorney fees.

26 *Ketchum*, 24 Cal. 4th at 1138; *see also Ketchum*, 24 Cal. 4th at 1136; *Lealao*, 82 Cal. App. 4th at  
27 47.

28 Multipliers in class action litigation typically range from 2 to 4 or even higher. *Wershba*, 91

1 Cal. App. 4th at 255; *see also Van Vranken v. Atlantic Ritchfield Co.*, 901 F. Supp. 294,298 (N.D.  
2 Cal. 1995) (multipliers in the 3-4 range are common in lodestar awards for class actions); *Keith*  
3 *v. Volpe*, 86 F.R.D. 565,575-577 (C.D. Cal. 1980) (awarded multiplier of 3.5); *Mangold v. Cal.*  
4 *Public Utilities Commn.*, 67 F.3d 1470 (9th Cir. 1995) (applying California law to award 2.0  
5 multiplier in age discrimination case); *Glendora Community Redevelopment Agency v. Demeter*,  
6 155 Cal. App. 3d 465 (1984) (multiplier of 12 affirmed); *City of Oakland v. Oakland Raiders*,  
7 203 Cal. App. 3d 78, 82-83, 86 (1988) (enhancing \$853,756 lodestar by approximately 2.3 to  
8 award a \$2 million fee).

9 Indeed, failure to award multipliers to reflect market-rate compensation for attorneys  
10 performing similar services would discourage competent, qualified attorneys from undertaking  
11 contingent consumer litigation, leaving class representation to attorneys who are less skillful and  
12 experienced than the attorneys defending such lawsuits. Such a result would defeat the purpose  
13 of consumer class litigation which, as the California Supreme Court recognizes, promotes a  
14 variety of public policy principles:

15 Not only do class actions offer consumers a means of recovery for modest  
16 individual damages, but such actions often produce ‘several salutary by-products,  
17 including a therapeutic effect upon those sellers who indulge in fraudulent  
18 practices, aid to legitimate business enterprises by curtailing illegitimate  
19 competition, and avoidance to the judicial process of the burden of multiple  
20 litigation involving identical claims.

21 *Linder v. Thrifty Oil Co.*, 23 Cal. 4th 429, 445 (2000).

22 Finally, counsel who facilitate a prompt settlement should be rewarded with a fully  
23 compensatory fee. *Lealao*, 82 Cal. App. 4th at 52 (citing *Neary v. Regents of University of*  
24 *California*, 3 Cal. 4th 273, 277-280 (1992) (“Considering that our Supreme Court has placed an  
25 extraordinarily high value on settlement ... it would seem counsel should be rewarded, not  
26 punished, for helping to achieve that goal, as in federal courts.”)).

27 Class members deserve the same quality of representation as businesses who break the law.  
28 Such companies are usually represented by teams of sophisticated and experienced class action  
defense attorneys from large commercial law firms. As the Supreme Court recognized in

1 *Ketchum*, reasonable multipliers are needed in order to encourage qualified lawyers to take on the  
2 substantial risk of litigation against such formidable foes.

3 In this case, Defendant has agreed not to oppose Plaintiff’s request for an award of \$200,000  
4 for fees and costs, and Plaintiff contends that this is a fair and reasonable amount. Payment of the  
5 attorney’s fee will be paid in addition to class benefits under the settlement and will not reduce  
6 the benefits to the settlement class in any respect.

7 **2. The Requested Lodestar Amount is Reasonable**

8 The concurrently filed declarations of Class Counsel summarize the services performed and  
9 the time spent on this case. Both the amount of hours set forth in the declaration and counsel’s  
10 hourly rate are reasonable, and Class Counsel deserves to be fully compensated for all work  
11 performed. *Feminist Women’s Health Center v. Blythe*, 32 Cal. App. 4th 1641, 1674 n.8 (1995).

12 Testimony of an attorney as to the number of hours spent on a particular case is sufficient  
13 evidence to support an award of attorneys’ fee. *Wershba*, 91 Cal. App. 4th at 254-255; *Martino v.*  
14 *Denevi*, 182 Cal. App. 3d 553, 559 (1986). Fee awards are to be based on the prevailing billing  
15 rates of attorneys in private practice with similar skills and experience. *Serrano v. Unruh*, 32 Cal.  
16 3d 621, 643 (1982).

17 Pursuant to the Settlement Agreement, Class Counsel is requesting **\$7,651.74** in expenses  
18 and **\$192,348.26** in attorney’s fees, for a total of \$200,000. Class Counsel has provided testimony  
19 regarding the total number of hours worked on this matter. Joint Decl. ¶¶ 14-17. Class Counsel  
20 has also provided testimony regarding its hourly rate and prior cases approving those rates. Joint  
21 Decl. ¶ 13. Class Counsel seeks compensation in this action based on a total number of **245.2**  
22 hours at the reasonable, hourly rate set according to the experience of counsel and the prevailing  
23 rates in counsel’s respective legal markets. Joint Decl. ¶¶ 15, 17. Together those figures create  
24 a pure lodestar fees figure of **\$157,074**. This represents a modest lodestar multiplier of **1.22**,  
25 which is significantly lower than the multipliers approved in similar cases.

26 Considering the *Ketchum* factors identified above, Class Counsel litigated this matter  
27 through an evolving and “novel” practice area to settlement, achieving what the plaintiffs set out  
28

1 to accomplish with this lawsuit. *Ketchum*, 24 Cal. 4th at 1138. The settlement compensates the  
2 class for its losses and protects them into the future with credit monitoring—alleviating the harms  
3 Defendant’s breach caused. And the class could not have achieved this result without experienced  
4 counsel. As they describe in their declaration, Class Counsel are experienced litigators with  
5 extensive trial experience. They have been certified class counsel in numerous consumer and  
6 employment cases. Both firms involved in this case have a broad and sophisticated legal practice,  
7 including a number of consumer class action litigation matters. Joint Decl. ¶¶ 4-8. As a result,  
8 the Court should find that the *Ketchum* factors favor approving the settlement and Class Counsel’s  
9 proposed multiplier.

10 **B. The Attorneys’ Fees Amount is Commensurate with Other Attorneys’**  
11 **Fees Awards in Similar Class Data Breach Cases**

12 The agreed upon \$200,000 figure is also reasonable in that it is commensurate with —  
13 and, in fact, much lower than — other attorneys’ fees awards in similar class settlements of data  
14 breach and smaller consumer protection cases. *See, e.g., Pomerants v. Skechers U.S.A., Inc.*, Los  
15 Angeles Super Court Case No. BC436360, Order Dated February 7, 2012 (approving class  
16 settlement with \$275,000 award to Plaintiff’s counsel in attorneys’ fees in § 1747.08 case with  
17 similar procedural posture); *Konevskya v. Tommy Bahama Group, Inc.*, Los Angeles Superior  
18 Court Case No. BC424931, Order Dated December 12-13, 2011 (approving class settlement with  
19 \$250,000 award to Plaintiff’s counsel in attorneys’ fees in § 1747.08 case with similar procedural  
20 posture); *Kiss v. Louis Vuitton North America, Inc.*, Los Angeles Superior Court Case No.  
21 BC405192, Order Dated Dec. 11, 2009, ¶ 7 (approving class settlement with \$197,500 award to  
22 Plaintiff’s counsel in attorneys’ fees in § 1747.08 case with similar procedural posture).

23 **IV. PLAINTIFFS’ ENHANCEMENT AWARD**

24 When a settlement is given final approval at the fairness hearing, a class representative  
25 may make an application for an incentive award in recognition of the risk taken in commencing  
26 the action and the representative’s work in prosecuting the action. California case law does not  
27 address the standard by which the Court is to evaluate the granting of an incentive award. Thus,  
28

1 federal case law is instructive. *Apple Computer v. Superior Court (Cagney)*, 126 Cal. App. 4th  
2 1253, 1264, n.4 (2005) (California courts may look to federal authority for guidance on matters  
3 involving class action procedures).

4 Under federal law, class representatives are eligible to receive reasonable incentive  
5 payments. *Staton v. Boeing Co.*, 327 F.3d 938, 977 (9th Cir. 2003). The factors the court  
6 considers include “the actions the plaintiff has taken to protect the interests of the class, the degree  
7 to which the class has benefit[ed] from those actions, ... the amount of time and effort the plaintiff  
8 expended in pursuing the litigation ... and reasonabl[e] fears[s of] workplace retaliation.” *Id.* at  
9 977. Here, both Plaintiffs expended substantial time and effort to enforce the important public  
10 policy of privacy and consumer protection by pursuing this action on behalf of the general public  
11 and achieving the settlement now before the Court. Joint Decl. ¶ 9. Plaintiffs researched, located  
12 and retained law firms with class action experience, particularly related to data breach class  
13 actions, to represent them and the Class in this Action. *Id.* Plaintiffs were aware of the risks they  
14 faced if they lost, including potentially having to pay Defendant’s costs. *Id.* They actively  
15 participated in the litigation by meeting with counsel and participating with counsel during the  
16 parties’ investigations, developments and settlement of the case. *Id.*

17 If the settlement is granted final approval, Defendant has agreed to compensate Plaintiffs  
18 two thousand five hundred dollars (\$2,500) each for their efforts and risk. This amount is fully  
19 commensurate with enhancement awards paid to named plaintiffs in similar class litigation. *See,*  
20 *e.g., Pomerants v. Skechers U.S.A., Inc.*, Los Angeles Super Court Case No. BC436360, Order  
21 Dated February 7, 2012 (approving class settlement with \$2,500 payment to named plaintiff);  
22 *Kiss v. Louis Vuitton North America, Inc.*, Los Angeles Superior Court Case No. BC405192,  
23 Order Dated Dec. 11, 2009, ¶ 8 (approving class settlement with \$3,000 payment to named  
24 plaintiff); *Konevskya v. Tommy Bahama Group, Inc.*, Los Angeles Superior Court Case No.  
25 BC424931, Order Dated December 12-13, 2011 (final approval to \$2,000 enhancement award).  
26 Accordingly, the incentive awards agreed to be paid to Plaintiffs are fair, adequate, and  
27 reasonable, and should be granted final approval.

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**V. CONCLUSION**

The requested attorneys’ fee and costs award was earned by competent, qualified Class Counsel. The parties agree that the amount now sought is fair and reasonable in light of the risks involved and benefits achieved for California consumers. No class member has objected to the requested fee, cost and/or enhancement amount. Accordingly, an order awarding the negotiated fee is proper and warranted, and the Court should grant the motion.

Respectfully submitted,

Dated: December 21, 2023

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

Michael J. Boyle, Jr. (SBN 258560)  
mboyle@meyerwilson.com  
MEYER WILSON CO., LPA  
Matthew R. Wilson, Esq. (SBN 290473)  
[mwilson@meyerwilson.com](mailto:mwilson@meyerwilson.com)  
305 W. Nationwide Blvd  
Columbus, OH 43215  
Phone Number: 614-224-6000  
Fax: 614-224-6066



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**I. 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 December 21, 2023, I served the following document(s) described as:

BRIEF IN SUPPORT OF FEES, COSTS & INCENTIVE AWARDS

on all parties of record as follows:

- (X) Electronically as follows:  
Cassie Collignon  
Matthew D. Pearson  
Baker Hostetler  
ccollignon@bakerlaw.com; mpearson@bakerlaw.com

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

Executed on December 21, 2023 at Columbus, Ohio.

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

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