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12 **UNITED STATES DISTRICT COURT**
13 **CENTRAL DISTRICT OF CALIFORNIA**
14 **EASTERN DIVISION**

15 **OMAR BOLANOS AND CAREN**
16 **LUKE**, on behalf of
17 themselves and all others similarly
situated,

18 Plaintiffs,

19 v.

20 **CROSSROADS EQUIPMENT LEASE**
21 **AND FINANCE, LLC,**

22 Defendant.

Case No. 5:24-cv-00552-JGB-SP

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

Judge Jesus G. Bernal

Date: November 17, 2025

Time: 9:00 a.m.

Courtroom: 1

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

1 **NOTICE OF MOTION AND MOTION**

2 **TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:**

3 **PLEASE TAKE NOTICE** that on November 17, 2025 at 9:00 a.m., or as
4 soon thereafter as the matter may be heard, in Courtroom 1 of the above-captioned
5 Court before the Honorable Jesus G. Bernal, Plaintiffs Omar Bolanos and Caren
6 Luke (“Plaintiffs” or “Class Representatives”), will and hereby do move for an
7 Order, consistent with the terms of the Class Action Settlement Agreement in this
8 case, awarding Class Counsel’s attorney’s fees in the amount of \$106,250.00 (25%
9 of the total value of the Settlement Fund), reimbursing Class Counsel’s litigation
10 expenses in the amount of \$3,227.37, and awarding Service Awards of \$5,000.00
11 for each Class Representative (\$10,000.00 in total).

12 This Motion is based on this Notice of Motion and Motion, the accompanying
13 Memorandum in Support, the Declaration of Raina Borrelli, the Class Action
14 Settlement Agreement and Release (the “Settlement Agreement” or “SA”)
15 previously filed with the Court (Dkt. No. 49-1),¹ and all papers filed in support
16 thereof, the argument of counsel at the hearing of this Motion, all papers and records
17 on file in this matter, and such other matters as the Court may consider.

18 Dated: October 20, 2025

19 By: /s/ Raina C. Borrelli
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21 Andrew G. Gunem (SBN 354042)
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22 ¹ All capitalized terms herein shall have the meaning ascribed to them in the
23 Settlement Agreement unless explicitly stated herein.

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1 **I. INTRODUCTION**

2 This class action lawsuit stems from a data security incident impacting
3 Defendant Crossroads Equipment Lease & Finance, LLC’s (“Crossroads” or
4 “Defendant”) computer network that resulted in unauthorized access to personally
5 identifiable information (“PII”) belonging to Plaintiffs and the Class. *See*
6 Declaration of Raina C. Borrelli (“Borrelli Decl.”), ¶ 4, attached hereto as **Exhibit**
7 **1**. After protracted arm’s length settlement negotiations, reviewing informal
8 discovery, and assessing the strengths and weaknesses of the case, the Parties
9 reached a settlement that is fair, reasonable, and adequate. *Id.* The Court
10 preliminarily approved the Settlement on June 6, 2025. Dkt. No. 57. The Court
11 approved notice program—which notifies the Class of the Settlement and their rights
12 thereunder—has been implemented by the Settlement Administrator, Epiq Class
13 Action & Claims Solutions, Inc. *Id.* Class Counsel now move the Court for an order
14 awarding attorneys’ fees, expenses, and service awards to compensate Class Counsel
15 and Plaintiffs for their work and dedication to the Settlement Class.

16 Class Counsel negotiated a class action settlement that provides substantial
17 benefits to Settlement Class Members, in the form of a \$425,000.00 non-
18 reversionary common fund that will provide compensation for the Reimbursements
19 of Out-of-Pocket Expenses, a *Pro Rata* Cash Payment, and Credit Monitoring
20 Services. S.A. ¶¶ 2.1(a)-(b), 2.2(a). Any remaining Settlement Fund balance after
21 payments to class members, attorneys’ fees, and administrative costs will be paid as
22 a *Cy Pres* award to the Western Center of Law and Poverty. *Id.* ¶2.1(h).

1 Additionally, pursuant to the Settlement Agreement, Defendant must confirm that it
2 implemented information security enhancements since the Security Incident. *Id.* ¶
3 2.2(b). This Settlement represents an excellent result for the Settlement Class and
4 was obtained against a Defendant represented by a well-regarded and experienced
5 national defense law firm. Borrelli Decl., ¶ 5. Although Class Counsel believe in the
6 merits of Plaintiffs' claims, this litigation was inherently risky and complex. *Id.* The
7 claims involve the intricacies of data breach litigation (a fast-developing area in the
8 law), and Plaintiffs would face risks at each stage of litigation. *Id.* Against these
9 risks, it was through the hard-fought negotiations and the skill and hard work of
10 Class Counsel and Plaintiffs that the Settlement was achieved for the benefit of the
11 Settlement Class. *Id.*

12 Class Counsel now respectfully move this Court for an award of attorneys'
13 fees in the amount of \$106,250.00 (25% of the total value of the Settlement) and
14 reimbursement of litigation costs and expenses in the amount of \$3,227.37. *Id.* ¶ 8.
15 The fee request was clearly delineated in the notice materials provided to the
16 Settlement Class. *See* Dkt. 49-1. As of the date of this filing, no Class Member has
17 objected to the Settlement nor the requested attorneys' fees. Borrelli Decl., ¶ 8.
18 When applying the relevant factors and standards, this request falls well within the
19 range of reasonableness for fee requests in the Ninth Circuit. Class Counsel's fee
20 and expense request is fair and reasonable under both the percentage of the fund
21 method and a lodestar approach.

1 Class Counsel also seek service awards for the Class Representatives in the
2 amount of \$5,000.00 per Class Representative (\$10,000.00 in total) for their efforts
3 on behalf of the Settlement Class. For each of the reasons identified below, the
4 instant motion should be granted.

5 **II. BRACKGROUND AND SETTLEMENT TERMS.**

6 In the interests of concision, Plaintiffs hereby incorporate the “Statement of
7 Facts” and “Settlement Terms” detailed in the Memorandum in Support of Plaintiffs’
8 Unopposed Motion for Preliminary Approval of Class Action Settlement. *See* Dkt.
9 49 at 2–6.

10 **III. ARGUMENT**

11 **A. The Court Should Award the Requested Attorney’s Fees.**

12 **1. Applicable Legal Standards**

13 District courts may award attorneys’ fees and costs to a prevailing plaintiff
14 where “the successful litigants have created a common fund for recovery or extended
15 substantial benefit to the class.” *In re Bluetooth Headset Prods. Liab. Litig.*, 654 F.
16 3d 935, 941 (9th Cir. 2011) (quoting *Alyeska Pipeline Serv. Co. v. Wilderness Soc.*,
17 421 U.S. 240, 275 (1975)). Where counsel for a class seeks fees from a common
18 fund, courts within the Ninth Circuit have discretion to employ either the percentage-
19 of-fund or the lodestar-multiplier method to determine whether the fee request is
20 reasonable. *See, e.g., In re Mercury Interactive Corp.*, 618 F.3d 988, 992 (9th Cir.
21 2010); *Vizcaino v. Microsoft Corp.*, 290 F.3d 1043, 1048–49 (9th Cir. 2002)**Error!**
22 **Bookmark not defined.**; *Hanlon v. Chrysler Group*, 150 F.3d 1011, 1029 (9th Cir.

1 1998). Regardless of the chosen method, courts must award attorneys’ fees based on
2 an evaluation of “all of the circumstances of the case.” *Vizcaino*, 290 F.3d at 1048.

3 Under the “percentage-of-the-fund” method, the “court simply awards the
4 attorneys a percentage of the fund sufficient to provide class counsel with a
5 reasonable fee.” *Hanlon*, 150 F.3d at 1029. Most courts have found the percentage
6 approach superior in cases with a common-fund recovery because it (i) parallels the
7 use of percentage-based contingency fee contracts; (ii) aligns the lawyers’ interests
8 with that of the class in achieving the maximum possible recovery; and (iii) reduces
9 the burden on the court by eliminating the detailed and time-consuming lodestar
10 analysis. *See Vinh Nguyen v. Radiant Pharm. Corp.*, No. 11-cv-00406, 2014 WL
11 1802293, at *9 (C.D. Cal. May 6, 2014) (“There are significant benefits to the
12 percentage approach, including consistency with contingency fee calculations in the
13 private market, aligning the lawyers’ interests with achieving the highest award for
14 the class members, and reducing the burden on the courts that a complex lodestar
15 calculation requires.”).

16 The lodestar-multiplier method, in contrast, “is typically utilized when the
17 relief obtained is ‘not easily monetized.’” *Ahmed v. HSBC Bank United States*, No.
18 ED CV 15-2057, 2019 WL 13027266, at *5–6 (C.D. Cal. Dec. 30, 2019) (internal
19 citation omitted). It also “inadequately responds to the problem of risk.” *Lopez v.*
20 *Youngblood*, No. CV-F-07-0474, 2011 WL 10483569, at *5 (E.D. Cal. Sep. 1,
21 2011); *see also In re: Wash. Pub. Power Supply Sys. Sec. Litig.*, 19 F.3d 1291, 1300
22 (9th Cir. 1994) (explaining that without the percentage-of-the-fund method of

1 calculating fees, “very few lawyers could take on the representation of a class client
2 given the investment of substantial time, effort, and money, especially in light of the
3 risks of recovering nothing”) (internal citation omitted).

4 Whether applying the lodestar or percentage method, “the most critical factor
5 is the degree of success obtained.” *Hensley v. Eckerhart*, 461 U.S. 424, 436 (1983);
6 *see also In re Bluetooth*, 654 F.3d at 942 (“Foremost among these considerations . .
7 . is the benefit obtained for the class.”); Federal Judicial Center, *Manual for Complex*
8 *Litigation*, § 27.71, 336 (4th ed. 2004) (“[The] fundamental focus is on the result
9 actually achieved for class members.”). Under either approach, the award requested
10 here is fair and reasonable.

11 **2. The Requested Fee is Reasonable Under the Percentage of the Fund**
12 **Method.**

13 When assessing the reasonableness of an attorneys’ fee award under the
14 percentage of the fund method, courts consider “(1) the size of the fund (and thus
15 the resulting size of the percentage fee award); (2) quality of the results obtained by
16 counsel; (3) risk taken on by counsel; (4) incidental or non-monetary benefits
17 conferred by settlement; (5) effort expended by counsel; and (6) counsel’s
18 reasonable expectations based on the circumstances of the case and fee awards in
19 other cases.” *Gaston v. Fabfitfun, Inc.*, No. 2:20-cv-09534, 2021 WL 6496734, at *5
20 (C.D. Cal. Dec. 9, 2021) (citing *Vizcaino*, 290 F.3d at 1047–50). Here each of these
21 factors supports Class Counsel’s requested fee amount.
22
23

1 2020) (finding commitment to invest in “data security and related technology
2 substantially benefits the class because it ensures adequate funding for securing
3 plaintiffs’ information long after the case is resolved.”), *rev’d in part on other*
4 *grounds, In re Equifax Inc. Customer Data Sec. Breach Litig.*, 999 F.3d 1247 (11th
5 Cir. June 3, 2021).

6 Considering these benefits, the Settlement provides a remarkable recovery of
7 approximately \$17.57 per Settlement Class Member.² This per person value exceeds
8 that of many other data privacy settlements across the nation. *See, e.g., Kondo v.*
9 *Creative Servs. Inc.*, No. 1:22-cv-10438, Dkt. No. 39 (D. Mass. Sept. 7, 2023)
10 (providing approximately \$7.26 per class member); *Desue v. 20/20 Eye Care*
11 *Network, Inc.*, No. 21-CIV-61275, 2023 WL 4420348 (S.D. Fla. July 8, 2023)
12 (providing approximately \$0.75 per class member); *Kostka v. Dickey’s Barbecue*
13 *Restaurants Inc.*, No. 3:20-cv-3424, Dkt. No. 103 (N.D. Tex. June 6, 2023)
14 (providing approximately \$3.24 per class member); *In re Forefront Data Breach*
15 *Litig.*, No. 1:21-CV-00887, Dkt. No. 81 (E.D. Wis. March 1, 2023) (providing
16 approximately \$1.55 per class member); *Dearing v. Magellan Health Inc. et al.*, No.
17 CV2020-013648 (Supr. Ct. Ariz., Maricopa Cty.) (providing approximately \$5.24
18 per class member); *In re Anthem, Inc. Data Breach Litig.*, 327 F.R.D. 299, 318 (N.D.
19 Cal. 2018) (providing approximately \$1.45 per class member).

20 In sum, the Settlement provides substantial monetary and injunctive relief—
21

22 ² Calculated by dividing the Settlement Fund (\$425,000.00) by the number of
23 Settlement Class Members (24,182).

1 and thus, factors 1, 2, and 4, support the requested fee.

2 **ii. Factors 3: The Risk Taken on by Counsel**

3 Class Counsel assumed significant risk of nonpayment or underpayment of
4 attorneys' fees by undertaking this case. Borrelli Decl., ¶ 19. Class Counsel took this
5 case on a purely contingent basis with the understanding that they would only be
6 compensated if there was a recovery for Plaintiffs, and Court approval of the
7 requested fees. *Id.* This litigation began in 2024 and has required the devotion of
8 substantial time, totaling over 185 hours from Class Counsel to date. *Id.* ¶ 14. This
9 case, as with most class action lawsuits, required a significant commitment of time
10 and resources from Class Counsel. *Id.* This time could have been devoted to other
11 fee generating matters of lesser risk and complexity. *Id.* ¶ 19. As such, neither
12 compensation for their time nor reimbursement of their costs were guaranteed to
13 Class Counsel. *Id.*

14 Furthermore, the risk of non-payment is especially prevalent in data breach
15 cases. Many data breach cases are dismissed in their entirety at the motion to dismiss
16 stage providing no relief for the class and no payment for class counsel. *See, e.g.,*
17 *Scifo v. Alvaria, Inc.*, No. 23-CV-10999, 2024 WL 4252694 (D. Mass. Sept. 20,
18 2024) (dismissing data breach case for lack of Article III standing); *Rivera-Marrero*
19 *v. Banco Popular de Puerto Rico*, No. CV 22-1217, 2023 WL 2744683 (D.P.R. Mar.
20 31, 2023) (similar); *Johnson v. Yuma Reg'l Med. Ctr.*, No. CV-22-01061, 2024 WL
21 4803881 (D. Ariz. Nov. 15, 2024) (dismissing data breach case in its entirety);
22 *Gannon v. Truly Nolen of Am. Inc.*, No. CV 22-428, 2023 WL 6536477 (D. Ariz.

1 Aug. 31, 2023) (dismissing data breach case in its entirety). It is evident from the
2 case law above that by undertaking this case, Class Counsel ran a significant risk of
3 non-payment. Therefore, this factor weighs in favor of approval of the requested fee.

4 **iii. Factor 5: Efforts Expended by Counsel.**

5 Class Counsel devoted substantial time, labor, and resources to achieve the
6 Settlement. Since inception of the case, Class Counsel have invested 185.90_hours
7 into lit. Borrelli Decl., ¶ 14. This time does not include the time spent preparing for
8 the final fairness hearing, supervising the claims administration process, nor
9 responding to Settlement Class Member inquiries about their payments. *Id.* All these
10 activities will require Class Counsel to accrue additional time and fees. *Id.* As a
11 result, Class Counsel estimate they will spend in excess of twenty (20) additional
12 hours aiding Class Members and completing the Settlement approval process. *Id.*

13 Although Class Counsel have consistently sought to keep costs and fees to a
14 minimum, this case required a significant amount of work and time. *Id.* ¶ 10. The
15 case was levied against a large company with counsel experienced in data privacy
16 litigation. *Id.* Class Counsels' efforts expended in this matter included: (1) fully
17 investigating the facts and legal claims, including interviewing and vetting multiple
18 potential plaintiffs; (2) obtaining and reviewing documents from Class Members
19 substantiating their claims; (3) drafting and preparing the complaints, as well as
20 conducting extensive research for those complaints; (4) regularly communicating
21 with the named Plaintiffs to keep them apprised of the progress in the action; (5)
22 requesting, obtaining, and reviewing documents and information from Defendant

1 regarding the Data Incident, and Defendant’s remedial measures after the Data
2 Incident; (6) analyzing the strengths and weaknesses of the case; (7) participating in
3 months of settlement negotiations with Defendant to reach and finalize the
4 Settlement Agreement, proposed orders, and notice documents; (8) developing the
5 notice program and distribution plan for the Settlement; (9) soliciting bids from
6 several settlement administrators to ensure the class was getting the best notice at a
7 cost-effective price; (10) obtaining preliminary approval of the Settlement; (11)
8 aiding Class members with questions about the claims process and submitting
9 claims; (12) conducting research for Plaintiffs’ Motion for Attorneys’ Fees, Costs,
10 Expenses, and Service Awards Plaintiffs’ Motion for Final Approval and
11 subsequently drafting those motions; and (13) working with the Settlement
12 Administrator to implement the notice program and oversee the claims process. *Id.*
13 For these reasons, the time and labor required strongly support finding that the
14 requested fee is reasonable.

15 **iv. Factor 6: Awards in Similar Cases.**

16 Furthermore, the attorneys’ fees awarded in similar cases support the
17 requested fee here. Plaintiffs request 25% of the Settlement Fund (or \$106,250.00).
18 This request is consistent with the 25% “benchmark” for common-fund settlements
19 established by the Ninth Circuit. *See Vizcaino*, 290 F.3d at 1048–50; *In re Hyundai*
20 *& Kia Fuel Econ. Litig.*, 926 F.3d 539, 570 (9th Cir. 2019).

21 In sum, all six factors support the requested fee.
22
23

Firm	Hours	Lodestar	Expenses
Strauss Borrelli, PLLC	116.1	\$64,762.50	\$1,882.40
Edelsberg Law, P.A	69.8	\$55,800.00	\$1,344.97
TOTAL	185.90	\$120,562.50	\$3,227.37

Class Counsel maintained contemporaneous, detailed time records billed in 6-minute increments. Borrelli Decl., ¶ 9. In anticipation of the filing of the fee motion, Class Counsel collectively reviewed the time submissions, audited them, and reduced hours that appeared duplicative, excessive, or unnecessary. *Id.* ¶ 9.

As detailed above and in the attached Declaration, these hours include: (1) engaging in extensive efforts to develop strategic plans; (2) extensive background investigation; (3) vetting potential class representatives; (4) extensively researching and filing the complaints to address arguments raised by Defendant; (5) meeting and conferring with defense counsel; (6) undertaking substantial investigation of the Data Incident and the corporate structure of Defendant; (7) negotiating the details of the Settlement Agreement over multiple months and securing preliminary approval of the Settlement; (8) preparing the preliminary approval motion papers; (9) obtaining bids from multiple claims administration firms and working with the Settlement Administrator to prepare and implement the notice plan and claims process; and (10) monitoring and aiding Settlement Class Members in this claims process. *Id.* ¶ 10.

However, additional work will be required. The lodestar chart above does not

1 include the time spent preparing for and traveling to the final fairness hearing,
2 supervising the claims process, or responding to Settlement Class Member inquiries
3 about their payments after the Settlement receives final approval, all of which will
4 require Class Counsel to accrue additional time and fees. *Id.* ¶ 14. Class Counsel
5 estimate they will incur approximately twenty (20) hours engaging in these
6 additional tasks. *Id.*

7 **ii. The Hourly Rates are Reasonable.**

8 To assist the court in calculating the lodestar, a plaintiff must submit
9 “satisfactory evidence ... that the requested rates are in line with those prevailing in
10 the community for similar services by lawyers of reasonably comparable skill,
11 experience, and reputation.” *Blum v. Stenson*, 465 U.S. 886, 895–96 n.11 (1984).
12 The relevant community is that in which the district court sits. *See Schwarz v. Sec’y*
13 *of Health and Human Serv.*, 73 F.3d 895, 906 (9th Cir.1995).

14 Here, Class Counsel’s hourly rates have been approved by courts within this
15 Circuit in other data privacy litigation similar to this Action. *See, e.g., Perez, et al.*
16 *v. Carvin Wilson Software, LLC*, No. 23-cv-00792, Dkt. Nos. 48-1, 53 (D. Ariz. Oct.
17 2, 2024) (approving hourly rates ranging from \$300 to \$1,150); *Hogsed v.*
18 *PracticeMax, Inc.*, No. 2:22-cv-01261, Dkt. Nos. 42-1, 45 (D. Ariz. March 14, 2024)
19 (approving hourly rate range from \$125.00 to \$1,450.00); *In re: Orrick, Herrington*
20 *& Sutcliffe, LLP Data Breach Litig.*, No. 3:23-cv-04089, Dkt. Nos. 68, 74 (N.D. Cal.
21 Nov. 12, 2024) (approving partner hourly rate of \$1,150.00, attorney hourly rate of
22 \$600.00, and paralegal hourly rate of \$300.00); *In re Solara Medical Supplies Data*

1 *Breach Litigation*, No. 3:19-cv-02284, Dkt. Nos. 148, 150 (S.D. Cal. Sept. 12,
2 2022); *In re Ethos Tech. Inc. Data Breach Litig.*, No. 3:22-cv-09203, Dkt. Nos. 43,
3 68 (N.D. Cal. Sept. 6, 2024) (approving Strauss Borrelli’s hourly rates ranging from
4 \$150-700). Thus, the hourly rates on which Class Counsel’s lodestar is based are in
5 line with those prevailing in the community for similar services by lawyers of
6 reasonably comparable skill, experience, and reputation. Borrelli Decl., ¶ 18.

7 **iii. Class Counsel’s Lodestar Equates to a Negative Multiplier.**

8 Class Counsel’s fee request equates to a “negative” lodestar multiplier of
9 0.88—which strongly supports approval because “[a] negative lodestar multiplier
10 ‘strongly suggests the reasonableness’ of the requested fee.” *In re Google LLC St.*
11 *View Elec. Communs. Litig.*, 611 F. Supp. 3d 872, 888 (N.D. Cal. 2020) (quoting
12 *Rosado v. Ebay Inc.*, No. 12-04005, 2016 WL 3401987, at *8 (N.D. Cal. June 21,
13 2016)). Indeed, lodestar multipliers far higher than 0.88 are regularly approved by
14 courts in this Circuit. *See, e.g., Hopkins v. Stryker Sales Corp.*, No. 11-CV-02786,
15 2013 WL 496358, at *4 (N.D. Cal. Feb. 6, 2013) (“Multipliers of 1 to 4 are
16 commonly found to be appropriate in complex class action cases.”); *Vizcaino v.*
17 *Microsoft Corp.*, 290 F.3d 1043, 1051 n. 6 (9th Cir.) (noting that lodestar multipliers
18 “ranging from one to four are frequently awarded”).

19 **4. The Requested Fee Award is Not the Product of Collusion**

20 In evaluating class action approval, courts consider the three signs of collusion
21 delineated by the Ninth Circuit. *See* Dkt. 49 (discussing *Briseño v. Henderson*, 998
22 F.3d 1014, 1023 (9th Cir. 2021)); *see also McKinney-Drobnis v. Oreshack*, 16 F.4th

1 594, 610 (9th Cir. 2021) (“[W]e have identified ‘reverter’ or ‘kicker’ provisions as
2 red flags.”); *Zwicky v. Diamond Resorts Mgmt.*, 343 F.R.D. 101, 121 (D. Ariz. 2022)
3 (granting preliminary approval of class but denying settlement without prejudice to
4 re-file and correct, *inter alia*, “subtle signs” of collusion). Here, nothing has changed
5 to disturb the Court’s initial finding of fairness. Borrelli Decl. ¶ 24. After all, the
6 Settlement establishes a non-reversionary common fund (which strongly weighs
7 against any finding of collusion). *See Maree v. Deutsche Lufthansa AG*, No. 8:20-
8 cv-00885, 2022 WL 5052582, *4 (C.D. Cal. Sep. 30, 2022) (denying approval of a
9 “clandestine” settlement that provide relief on a claims-made basis). Moreover, the
10 mere presence of a clear-sailing clause is not determinative when monetary relief is
11 non-reversionary. *See, e.g., Lim v. Transforce, Inc.*, No. LA CV19-04390, 2022 WL
12 17253907, *12 (C.D. Cal. Nov. 15, 2022) (granting preliminary approval and finding
13 no collusion despite “clear sailing” clause because the settlement was otherwise
14 adequate); *Lusk v. Five Guys Enters. LLC*, No. 1:17-cv-00762, 2022 WL 4791923,
15 *9 (E.D. Cal. Sep. 30, 2022) (same).

16 **B. Class Counsel Are Entitled to Reimbursement of Litigation Costs.**

17 Under well-settled law, Class Counsel are entitled to recover “out-of-pocket
18 expenses that would normally be charged to a fee-paying client.” *Harris v.*
19 *Marhoefer*, 24 F.3d 16, 19 (9th Cir. 1994) (internal quotation omitted). “Expenses
20 such as reimbursement for travel, meals, lodging, photocopying, long-distance
21 telephone calls, computer legal research, postage, courier service, mediation,
22 exhibits, documents scanning, and visual equipment are typically recoverable.” *Rutti*

1 *v. Lojack Corp., Inc.*, No. SACV 06–350, 2012 WL 3151077, *12 (C.D. Cal. July
2 31, 2012). It is appropriate to reimburse Class Counsel for such expenses from the
3 common fund. *See In re United Energy Corp. Solar Power Modules Tax Shelter Inv.*
4 *Sec. Litig.*, No. CV-87-3962, 1989 WL 73211, at *6 (C.D. Cal. Mar. 9, 1989). Such
5 expense awards comport with the notion that the district court may “spread the costs
6 of the litigation among the recipients of the common benefit.” *Wininger v. SI Mgmt.*
7 *L.P.*, 301 F.3d 1115, 1121 (9th Cir. 2002).

8 To date, Plaintiffs’ Counsel collectively incurred \$3,227.37 in unreimbursed
9 litigation costs. Borrelli Decl., ¶ 15. As explained in the supporting Declaration,
10 these costs were unavoidable expenses such as filing fees and *pro hac vice* fees—all
11 of which inured to the benefit of the Class. *Id.* These expenses are typical of
12 litigation, reasonable in amount, and were necessary for advancement of the action.
13 *Id.* For these reasons, Class Counsel’s expenses should be approved.

14 **C. The Court Should Approve the Service Awards.**

15 “It is well-established in this circuit that named plaintiffs in a class action are
16 eligible for reasonable incentive payments, also known as service awards.” *Viceral*
17 *v. Mistras Grp., Inc.*, No. 15-cv-02198, 2017 WL 661352, at *4 (N.D. Cal. Feb. 17,
18 2017) (citation omitted). Service awards, which are discretionary, “are intended to
19 compensate class representatives for work done on behalf of the class, to make up
20 for financial or reputational risk undertaken in bringing the action.” *Rodriguez v. W.*
21 *Publ’g Corp.*, 563 F.3d 948, 958–59 (9th Cir. 2009).

22 Here, Plaintiffs invested substantial time and effort on behalf of the Class,
23

1 including answering detailed questionnaires; providing essential information to
2 Class Counsel to prosecute their claims; collecting documents and other evidence;
3 agreeing to face invasive and time-consuming discovery, if necessary; reviewing
4 pleadings and coordinating with Class Counsel as to the status of, and strategy for,
5 the action; conferring with Class Counsel about the settlement negotiations; and
6 considering and approving the Settlement terms on behalf of the Class. Borrelli
7 Decl., ¶ 22. Moreover, a \$5,000.00 service award is “presumptively reasonable” in
8 California federal courts. *Bellinghausen v. Tractor Supply Co.*, 306 F.R.D. 245, 266
9 (N.D. Cal. 2015). Thus, the requested Service Awards are reasonable.

10 IV. CONCLUSION

11 For all the foregoing reasons, Plaintiffs respectfully request that the Court
12 award attorneys’ fees in the amount of \$106,250.50 (25% of the total value of the
13 Settlement), reimbursement of litigation expenses in the amount of \$3,227.37, and
14 service awards of \$5,000.00 to each of the Class Representatives (\$10,000.00 in
15 total).

16
17 Dated: October 20, 2025

By: /s/ Raina C. Borrelli

Raina C. Borrelli (*pro hac vice*)

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1 **CERTIFICATE OF COMPLIANCE**

2 I, Raina C. Borrelli, hereby certify that this brief contains 4,161 words and is
3 17 pages long which complies with the word limit of L.R. 11-6.1.

4 Dated: October 20, 2025

5 By: /s/ Raina C. Borrelli
6 Raina C. Borrelli

7 **CERTIFICATE OF SERVICE**

8 I, Raina C. Borrelli, hereby certify that on October 20, 2025, I electronically
9 filed the foregoing with the Clerk of the Court using the CM/ECF system, which
10 will send notification of such filing to counsel of record, below, via the ECF system.

11 Dated: October 20, 2025

12 By: /s/ Raina C. Borrelli
13 Raina C. Borrelli