

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA
CIVIL MINUTES—GENERAL

Case No. **EDCV 24-0552 JGB (SPx)** Date November 17, 2025

Title ***Omar Bolanos and Caren Luke v. Crossroads Equipment Lease and Finance, LLC***

Present: The Honorable **JESUS G. BERNAL, UNITED STATES DISTRICT JUDGE**

MAYNOR GALVEZ

Deputy Clerk

Phyllis A. Preston

Court Reporter

Attorney(s) Present for Plaintiff(s):

Raina C. Borrelli

Attorney(s) Present for Defendant(s):

John S. Purcell

Proceedings: Order (1) GRANTING Plaintiffs’ Motion for Final Approval of Class Action Settlement (Dkt. No. 59); and (2) GRANTING Plaintiffs’ Motion for Attorneys’ Fees (Dkt. No. 58)

Before the Court are Plaintiffs’ unopposed motion for final approval of class action settlement (“Final Approval Motion,” Dkt. No. 59) and motion for award of attorneys’ fees, expenses, and service awards (“Fees Motion,” Dkt. No 58) (jointly, the “Motions”). The Court finds these matters are appropriate for resolution without a hearing. See Fed. R. Civ. P. 78; L.R. 7-15. After considering the papers filed in support of the Motion, as well as oral argument on November 17, 2025, the Court **GRANTS** the Motions.

I. BACKGROUND

On March 14, 2024, plaintiff Omar Bolanos (“Bolanos”) filed a class action complaint against defendant Crossroads Equipment Lease & Finance, LLC (“Crossroads” or “Defendant”). (Dkt. No. 1.) Thereafter, plaintiff Caren Luke (“Luke”) also filed a class action complaint against Crossroads in the Central District of California. (Dkt. No. 17-1 at ¶ 1.) On April 15, 2024, the Parties filed their joint motion to consolidate the two cases. (Dkt. No. 17.) On April 22, 2024, this Court granted the joint motion to consolidate. (Dkt. No. 19.)

On May 7, 2024, Bolanos and Luke (collectively, “Plaintiffs”) filed a consolidated complaint. (“Complaint,” Dkt. No. 22.) The operative Complaint alleges ten causes of action: (1) Negligence; (2) Negligence per se; (3) Breach of Implied Contract; (4) Invasion of Privacy; (5) Breach of Fiduciary Duty; (6) Unjust Enrichment; (7) Violation of the California Unfair Competition Law (“UCL”); (8) Violation of the California Consumer Privacy Act; (9) Violation

of the California Consumer Records Act; and (10) Declaratory Judgment. (*Id.*) On June 27, 2024, Defendant answered. (“Answer,” Dkt. No. 25.)

On November 14, 2024, the parties filed a joint notice of settlement. (“Notice,” Dkt. No. 40.) On March 21, 2025, Plaintiffs filed an unopposed motion for preliminary approval of class settlement. (“Preliminary Approval Motion,” Dkt. No. 48). On June 6, 2025, the Court granted the Preliminary Approval Motion. (“Preliminary Approval Order,” Dkt. No. 57.)

On August 19, 2025, Plaintiffs filed this Final Approval Motion and Fees Motion—both are unopposed. (Final Approval Motion; Fees Motion.) On October 23, 2025, Plaintiffs filed a motion for leave of counsel to appear for a final approval hearing via Zoom. (“Zoom Motion,” Dkt. No. 60.)

II. LEGAL STANDARD

A. Class Action Settlement

A court may approve a class settlement “only after a hearing and only on finding that it is fair, reasonable, and adequate.” Fed. R. Civ. P. 23(e)(2). To determine whether a settlement meets that standard, courts consider the following non-exhaustive factors:

the strength of plaintiffs’ case; the risk, expense, complexity, and likely duration of further litigation; the risk of maintaining class action status throughout the trial; the amount offered in settlement; the extent of discovery completed, and the stage of the proceedings; the experience and views of counsel; the presence of a governmental participant; and the reaction of the class members to the proposed settlement.

Staton v. Boeing Co., 327 F.3d 938, 959 (9th Cir. 2003) (internal citation omitted).

Although a strong judicial policy favors settlement of class actions, the decision to approve a class action settlement is committed to the court’s “sound discretion.” Class Plaintiffs v. Seattle, 955 F.2d 1268, 1276 (9th Cir. 1992). The court must examine the settlement as a whole for overall fairness. Cheng Jiangchen v. Rentech, Inc., 2019 WL 5173771, at *5 (C.D. Cal. Oct. 10, 2019) (citing Hanlon v. Chrysler Corp., 150 F.3d 1011, 1026 (9th Cir. 1998)). Neither district courts nor appellate courts have the power to delete, modify, or substitute provisions in the negotiated settlement agreement—the agreement must “stand or fall in its entirety.” Hanlon, 150 F.3d at 1026.

To approve a class action settlement, the court typically conducts a three-step inquiry. See, e.g., Adoma v. Univ. of Phoenix, Inc., 913 F. Supp. 2d 964, 972 (E.D. Cal. 2012). First, if applicable, the court assesses whether the parties have met the notice requirements of the Class Action Fairness Act of 2005 (“CAFA”), 28 U.S.C. § 1715. See *id.* Second, the court determines whether the parties have satisfied the notice requirements of Federal Rule of Civil Procedure

23(c)(2).¹ See id. Third, the court must find that the proposed settlement is fair, reasonable, and adequate under Rule 23(e)(2). Id.

B. Attorneys' Fees and Costs

“In a certified class action, the court may award reasonable attorneys’ fees and nontaxable costs that are authorized by law or by the parties’ agreement.” Fed. R. Civ. P. 23(h). To calculate reasonable attorneys’ fees in a common-fund case, the Court has discretion to utilize either (1) the lodestar method or (2) the percentage-of-the-fund method. Vizcaino v. Microsoft Corp., 290 F.3d 1043, 1047 (9th Cir. 2002). Whether to use one method over the other is in the Court’s discretion; however, the use of the percentage method in common-fund cases appears to be dominant. Id.

Under the percentage-of-recovery method, 25% of a common fund is the benchmark for attorneys’ fees awards. In re Bluetooth Headset Prod. Liab. Litig., 654 F.3d 935, 942 (9th Cir. 2011) (citing Six (6) Mexican Workers v. Ariz. Citrus Growers, 904 F.2d 1301, 1311 (9th Cir. 1990)) (“[C]ourts typically calculate 25% of the fund as the ‘benchmark’ for a reasonable fee award, providing adequate explanation in the record of any ‘special circumstances’ justifying a departure.”). Meanwhile, under the lodestar method, a “lodestar figure is calculated by multiplying the number of hours the prevailing party reasonably expended on the litigation (as supported by adequate documentation) by a reasonable hourly rate for the region and for the experience of the lawyer.” Id. at 941 (citing Staton, 327 F.3d at 965). Whether the Court awards the benchmark amount or some other rate, the award must be supported “by findings that take into account all of the circumstances of the case.” Vizcaino, 290 F.3d at 1048. To guard against an unreasonable result, the Ninth Circuit has encouraged district courts to cross-check any calculations done in one method against those of another method. Id. at 1050–51.

III. SETTLEMENT AGREEMENT

The Court incorporates by reference the definitions provided in the Settlement Agreement. (“Agreement,” Dkt. No. 49-1.) All terms defined therein shall have the same meaning in this order.

A. The Settlement Class

The Settlement Class is defined as: “all individuals residing in the United States to whom Defendant sent a notice concerning the Security Incident.” (Agreement ¶ 1.34.) In total, there are an estimated 24,182 Settlement Class Members. (Id. ¶ 1.37.) Excluded from the class are “(i) Crossroads, its officers and directors; (ii) all Settlement Class Members who timely and validly request exclusion from the Settlement Class; (iii) any judges assigned to this case and their staff and family; and (iv) any other person found by a court of competent jurisdiction to be

¹ All subsequent references to “Rule” refer to the Federal Rules of Civil Procedure, unless otherwise noted.

guilty under criminal law of initiating, causing, aiding or abetting the criminal activity occurrence of the Security Incident or who pleads nolo contendere to any such charge.” (Id. ¶ 7.2.)

B. Settlement Benefits

Under the Settlement Agreement, Crossroads will establish a non-reversionary common fund (the “Settlement Fund”) of four hundred and twenty-five thousand dollars (\$425,000.00). (Id. ¶ 1.39.) As described below, the Settlement Fund will pay for compensation for out-of-pocket losses, pro rata cash payments, and credit monitoring services. (Id. ¶¶ 1.21, 2.1–2.2.)

1. Compensation for Out-of-Pocket Losses

Settlement Class Members may claim up to \$1,000 per person for “out-of-pocket losses” which include, inter alia, expenses incurred because of the Security Incident, unreimbursed bank fees, phone charges, postage, gasoline for local travel, costs of credit reports, costs of credit monitoring, and the costs of identity theft insurance products. (Id. ¶ 2.1(b).)

2. Pro Rata Cash Payments

Additionally, Settlement Class Members may claim a pro rata cash payment, estimated at \$50 and capped at \$300 per Settlement Class Member, determined by the value of the Settlement Fund after deducting approved claims for out-of-pocket losses, credit monitoring, the costs of Settlement Administration, approved attorneys’ fees and costs, and the Service Awards. (Id. ¶ 2.1(c).)

3. Credit Monitoring

Settlement Class Members may also enroll in two (2) years of one-bureau credit monitoring provided by Epiq (the Settlement Administrator). (Id. ¶¶ 1.7, 2.2(a).)

4. Injunctive Relief

Crossroads will provide a confidential declaration to Class Counsel describing its information security enhancements since the Security Incident and estimating the annual cost of those enhancements. (Id. ¶ 2.2(b).) Critically, the cost of such enhancements will be paid by Crossroads *separate and apart* from all other settlement benefits. (Id.)

C. The Proposed Settlement Administrator

The Court appointed Epiq as the settlement administrator (“Settlement Administrator”). (Preliminary Approval Order at 13.) Epiq has implemented the Notice Plan and handled settlement administration. (Declaration of Cameron R. Azari, Esq., “Azari Decl.,” ¶ 23, Dkt. No. 59-2.) So far, Epiq has incurred costs totaling \$88,440.10. (Id.) Epiq predicts

that the remaining costs will total around \$52,000 to \$53,000. (Id.) Epiq will be paid from the Settlement Fund. (Agreement ¶ 2.1(a).)

D. Notice

Pursuant to the Court's Preliminary Approval Order, Class Notice was disseminated via postcards with detachable claim forms through First Class U.S. mail to Settlement Class Members. (Final Approval Motion at 4.) Notice was sent out on July 7, 2025. (Id. at 5.) Additionally, the Settlement Administrator created a dedicated Settlement Website on July 4, 2025. (Id.) The Settlement Website provides supplementary notice and access to relevant information, and it allows Settlement Class Members to file a Claim Form. (Id.) The Settlement Administrator also established a toll-free number, e-mail address, and mailing address through which the Settlement Administrator can be contacted. (Azari Decl. ¶¶ 17-18.)

E. Opt-Outs

Any Settlement Class Members may opt-out of the Settlement Agreement by submitting a Request for Exclusion to the Settlement Administrator postmarked no later than 60 days after the Notice Deadline. (Agreement ¶ 5.1.)

The Request for Exclusion must be personally signed by the Settlement Class member and contain the name, address, telephone number, and email address (if any), and include a statement indicating a request to be excluded from the Settlement Class. (Id.) Any individual in the Settlement Class who does not timely and validly request to opt out shall be bound by the terms of this Agreement even if he or she does not submit a Valid Claim. (Id.)

F. Objections

Settlement Class Members may object to the Settlement Agreement by filing written objections with the Court and providing a copy to the Settlement Administrator no later than 60 days after the Notice Deadline. (Id. ¶¶ 5.2-5.3.) The written objection must include (i) the name of the proceedings; (ii) the Settlement Class Member's full name and current mailing address; (iii) a statement that states with specificity the grounds for the objection, as well as any documents supporting the objection; (iv) the identity of any attorneys representing the objector; (v) a statement regarding whether the Settlement Class Member (or his/her attorney) intends to appear at the Final Approval Hearing; and (vi) the signature of the Settlement Class Member or the Settlement Class Member's attorney. (Id.)

G. Attorneys' Fees, Costs, Expenses, and Service Awards

The Agreement provides that Class Counsel will move for an award of attorneys' fees up to one-third (33.33%) of the Settlement Fund (i.e., \$141,652.50) and for the reimbursement of costs and expenses of up to \$20,000.00. (Agreement ¶ 11.1.) Additionally, Class Counsel will move for Service Awards of \$5,000 per Class Representatives (i.e., \$10,000 in total). (Id. ¶

10.1.) Here, Class Counsel seeks an award of attorneys' fees in the amount of \$106,250 in fees, which is 25% of the total value of the settlement fund. (Fees Motion at 2.) Class Counsel seeks \$3,227.37 in costs and service awards for Class Representatives in the amount of \$5,000 each. (Id. at 16.)

H. Release

The Parties tailored the release provision to affect only those claims related to the Security Incident. (Id. ¶¶ 1.25–1.27, 9.1–9.2.) The Settlement Class Members will release any claims arising out of the “April 2023 cybersecurity incident affecting Defendant.” (Id. ¶¶ 1.27–1.30, 9.1–9.2.)

IV. DISCUSSION

A. Class Certification

The Court previously certified the Class pursuant to Rule 23 for settlement purposes only. (See Preliminary Approval Order at 13); Amchem Prods., Inc. v. Windsor, 521 U.S. 591, 620 (1997) (“Confronted with a request for settlement-only class certification, a district court need not inquire whether the case, if tried, would present intractable management problems.”). Nothing has been put forth to challenge or otherwise undermine the Court’s certification. See In re Apollo Grp. Inc. Sec. Litig., 2012 WL 1378677, at *4 (D. Ariz. Apr. 20, 2012) (“The Court has previously certified, pursuant to Rule 23 . . . and hereby reconfirms its order certifying a class.”). Accordingly, the Court reconfirms its order certifying the Class for the purpose of final settlement approval.

B. Final Settlement Approval

1. CAFA Notice Requirements

A court cannot grant final approval of a class action settlement until each defendant complies with the notice requirements under CAFA. See 28 U.S.C. § 1715(d). Specifically, “[n]ot later than 10 days after a proposed settlement of a class action is filed in court, each defendant that is participating in the proposed settlement shall serve” notice of the proposed settlement “upon the appropriate State official of each State in which a class member resides and the appropriate Federal official.” Id. § 1715(b).

Plaintiffs represented at the hearing for the Final Approval Motion that, in compliance with CAFA, the Settlement Administrator served a notice of settlement on the appropriate federal and state officials pursuant to 28 U.S.C. § 1715 (“CAFA Notice”). More than 90 days have passed since the date of the CAFA notice—there is no indication that there were any objections. (Id.) Accordingly, the Court finds that the Settlement Administrator complied with CAFA’s notice requirements.

2. Rule 23(c) Notice Requirements

Rule 23(c)(2)(B) requires that the Court “direct to class members the best notice that is practicable under the circumstances, including individual notice to all members who can be identified through reasonable effort.” Fed. R. Civ. P. 23(c)(2)(B).

As discussed above, the Court-approved Class Notice was disseminated to Class Members beginning July 7, 2025. Class Notice consisted of a double Postcard Short Form Notice with detachable Claim Form (“Postcard Notice”) through First Class U.S. mail. (Final Approval Motion at 5.) The Settlement Administrator sent Class Notices to the 24,226 Settlement Class Members. (Id.) Additionally, the Settlement Administrator remailed 1,332 Postcard Notices to updated addresses of Settlement Class Members whose original Postcard Notice was returned as undeliverable. (Id.) As of the filing of the Final Approval Motion, the Settlement Administrator has received zero opt-outs, and zero objections. (Id. at 6.) In total, the Settlement Administrator has received 921 claims submissions. (Id.) This amount represents claims from 3.8% of the Settlement Class. (Id.)

Based on the Final Approval Motion and its supporting documents, the Court finds that the Class Notice and notice procedure fairly and adequately informed Class Members of the nature of the action, the terms of the proposed settlement, the effect of the action and release of claims, as well as Class Members’ right to exclude themselves from and object to the proposed settlement. Accordingly, the Court finds that the Class Notice was the best notice practicable under the circumstances. Rule 23(c)(2)(B).

3. Fair, Reasonable, and Adequate

Under Rule 23(e), “the claims, issues, or defenses of a certified class may be settled . . . only with the court’s approval.” “The primary concern of [Rule 23(e)] is the protection of those class members, including the named plaintiffs, whose rights may not have been given due regard by the negotiating parties.” Officers for Justice v. Civil Serv. Comm’n of City and Cnty. of S.F., 688 F.2d 615, 624 (9th Cir. 1982). Pursuant to Rule 23(e)(2), “[i]f the proposal would bind class members, the court may approve it only after a hearing and on finding that it is fair, reasonable, and adequate.” Fed. R. Civ. P. 23(e)(2). Here, the Court held a final approval hearing on November 17, 2025.

To determine whether the settlement is fair, reasonable, and adequate, courts consider several factors, including “the strength of plaintiffs’ case; the risk, expense, complexity, and likely duration of further litigation; the risk of maintaining class action status throughout trial; the amount offered in settlement; the extent of discovery completed, and the stage of the proceedings; the experience and views of counsel; the presence of a governmental participant; and the reaction of the class members to the proposed settlement.” Staton, 327 F.3d at 959 (internal citations omitted). Moreover, the settlement may not be a product of collusion among the negotiating parties. See In re Mego Fin. Corp. Sec. Litig., 213 F.3d 454, 458 (9th Cir. 2000).

This list of factors is not exhaustive, and “different factors may predominate in different factual contexts.” Torrisi v. Tucson Elec. Power Co., 8 F.3d 1370, 1376 (9th Cir. 1993).

a. Strength of Case and Risk, Expense, Complexity, and Likely Duration of Litigation

In the data breach context, evaluating the strength of a case is difficult because “there have been no data breach cases tried to verdict, and only a handful of cases have achieved class certification.” In re PostMeds, 2024 WL 4894293, at *6 (internal citations and quotations omitted). Indeed, in PostMeds, the court approved a \$7.5 million common fund settlement—even when the estimated full recovery was approximately \$50 million. (Id.) Likewise, the strength of Plaintiffs’ case is uncertain. (Final Approval Motion at 13.)

Furthermore, the risk, expense, and complexity of further litigation is significant, and “[e]stimates of what constitutes a fair settlement figure are tempered by factors such as the risk of losing at trial, the expense of litigating the case, and the expected delay in recovery (often measured in years).” Schaffer v. Litton Loan Servicing, LP, 2012 WL 10274679, at *11 (C.D. Cal. 2012).

Plaintiffs argue that prosecuting this litigation further “would be costly, risky, and would delay relief to Class members.” (Final Approval Motion at 13.) Plaintiffs would face risks if this case went to trial and settlement allows Settlement Class Members to benefit now instead of waiting years. (Id.)

The Court believes the risk, expense, and likely duration of further litigation weigh in favor of preliminary approval. Without the Agreement, the parties would be required to litigate class certification, as well as the ultimate merits of the case—a process which the Court acknowledges is long and expensive. Overall, these factors weigh in favor of preliminary approval.

b. Amount Offered in Settlement

In determining whether the amount offered in settlement is fair, a court compares the settlement amount to the parties’ estimates of the maximum amount of damages recoverable in a successful litigation. In re Mego, 213 F.3d at 459.

The Agreement provides \$425,000 for a class of 24,182, which equates to a value of \$17.57 per Class Member. (Final Approval Motion at 12.) Plaintiffs argue that this amount supports approval because it “compares favorably to analogous data breach class action settlements.” (Id.); see, e.g., In re Loandepot Data Breach Litig., No. 8:24-cv-00136 (C.D. Cal. Jan. 13, 2025) (approving a \$25 million common fund for a class of 16,924,007 which equates to \$1.48 per class member); In re 23andMe, 2024 WL 4982986 (approving a \$30 million common fund for a class of approximately 6.4 million which equated to \$4.69 per class member).

Although the settlement amount may represent a small fraction of the maximum value of this litigation, “[i]t is well-settled law that a cash settlement amounting to only a fraction of the potential recovery does not per se render the settlement inadequate or unfair.” In re Mego, 213 F.3d at 459 (quoting Officers for Justice v. Civil Serv. Comm’n, 688 F.2d 615, 628 (9th Cir. 1982)). In In re Mego, the Ninth Circuit considered the difficulties in proving the case and determined the settlement amount, which was one-sixth of the potential recovery, was fair and adequate. Id. Given the difficulties posed to each individual of pursuing his or her claim, the Court finds the settlement amount is potentially fair.

c. Extent of Discovery Completed and the Stage of the Proceedings

For a court to approve a proposed settlement, “[t]he parties must . . . have engaged in sufficient investigation of the facts to enable the court to intelligently make an appraisal of the settlement.” Acosta, 243 F.R.D. at 396 (internal quotation marks omitted). Here, the Parties engaged in “substantial pre-suit discovery and the Parties exchanged informal discovery.” (Final Approval Motion at 19.) Parties exchanged information on “the scope of the Data Incident, the size of the Settlement Class, and Defendant’s response to the Data incident.” (Id.) “For example, the Parties exchanged information about the scope of the Security incident, Crossroads’ response, the types of information impacted, and Crossroads’ insurance policies (if any).” (Id.) As a result, discovery allowed the Parties “to objectively evaluate the strengths and weaknesses” of their claims and defenses. (Id.) The Agreement was the product of “arms length” negotiation at which neither attorneys’ fees or service awards were discussed prior to agreement on the core terms of the Agreement. (Id. at 12.)

Settlements are presumed fair if they “follow sufficient discovery and genuine arms-length negotiation.” Adoma v. Univ. of Phx., Inc., 913 F. Supp. 2d 964, 977 (E.D. Cal. 2012) (quoting Nat’l Rural Telecomms. Coop. v. DIRECTV, Inc., 221 F.R.D. 523, 528 (C.D. Cal. 2004)); Lewis v. Starbucks Corp., 2008 WL 4196690, at *6 (E.D. Cal. Sept. 11, 2008) (“[A]pproval of a class action settlement is proper as long as discovery allowed the parties to form a clear view of the strengths and weaknesses of their cases.”). The Court finds each side has a clear idea of the strengths and weaknesses of their respective cases and concludes that the extent of discovery and the stage of proceedings weigh in favor of preliminary approval.

d. Experience and Views of Counsel

“Great weight is accorded to the recommendation of counsel, who are most closely acquainted with the facts of the underlying litigation.” Nat’l Rural Telecomms. Coop. v. DIRECTV, Inc., 221 F.R.D. 523, 528 (C.D. Cal. 2004) (internal citation and quotation marks omitted). Here, based on Class Counsel’s experience in data breach class actions, “Class Counsel believes that the Settlement is fair, reasonable, and adequate.” (Final Approval Motion at 19.) Such a recommendation is significant because “[p]arties represented by competent counsel are better positioned than courts to produce a settlement that fairly reflects each party’s expected outcome in litigation” and “[t]he recommendations of plaintiffs’ counsel should be given a presumption of reasonableness.” Harbour v. California Health & Wellness Plan, 2024

WL 171192, at *5 (N.D. Cal. Jan. 16, 2024) (quoting Rodriguez v. W. Publ'g Corp., 563 F.3d 948, 967 (9th Cir. 2009) and In re Omnivision Techs., 559 F. Supp. 2d 1036, 1043 (N.D. Cal. 2009)). The Court finds this factor weighs in favor of preliminary approval.

e. Governmental Participant

A court should consider “the presence of a governmental participant” in deciding whether to grant final approval of a settlement. Staton, 327 F.3d at 959. Here, there is no governmental participant so this factor does not apply. (Final Approval Motion at 19.)

f. Class Members’ Reaction to the Proposed Settlement

“It is established that the absence of a large number of objections to a proposed class action settlement raises a strong presumption that the terms of a proposed class settlement action are favorable to the class members.” Nat’l Rural Telecomms. Coop., 221 F.R.D. at 529. Here, there were zero objections and zero opt-out requests to the settlement. (Final Approval Motion at 20.) Given the absence of opt-outs and objections, the Court finds that this factor weighs in favor of approval.

g. Collusion Between the Parties

Finally, the Court reaffirms that there has been no collusion between the parties. (See Preliminary Approval Order at 11-12.) The settlement was negotiated at arms-length after the parties engaged in informal discovery. (Final Approval Motion at 11-12.) This process is in accordance with Rule 23(e)(2)(B).

All of the factors above weigh in favor of approval, and the Court finds that the Agreement is fair, reasonable, and adequate. The Court hereby **GRANTS** the Final Approval Motion.

C. Costs and Incentive Award

Under the Agreement, Class Counsel’s actual attorneys’ fees, costs and expenses, and Plaintiffs’ service award will be paid from the Settlement Fund. (Fees Motion at 1.) Class Counsel seeks \$106,250.00 in attorneys’ fees, and \$3,227.37 in costs (Id.) Additionally, Class Counsel seeks service awards for Plaintiffs of \$5,000 each to be paid out of the Settlement Fund. (Id. at 4, 16.; Agreement ¶ 10.1.) The Agreement provides that the Settlement Amount will cover the payment of Class Counsel’s fees, costs, and expenses. (Agreement ¶ 11.) The attorneys’ fees requested represent 25% of the total value of the settlement fund. (Fees Motion at 2.) Compared to the amount of fees calculated under the lodestar method, the amount of attorneys’ fees requested would result in a negative multiplier of .88. (Id. at 14.) Therefore, the Court finds that an award of \$106,250.00 to Class counsel and an award of \$3,227.37 for litigation costs is fair and reasonable.

Class Counsel argues that Plaintiffs' service awards are appropriate because Plaintiffs have "invested substantial time and effort on behalf of the Class." (Id. at 16.) Additionally, they answered "detailed questionnaires," provided essential information, collected relevant evidence, reviewed pleadings, and coordinated with Class Counsel as to the case and the Settlement Agreement. (Id. at 16-17.) Service awards are "intended to compensate class representatives for work done on behalf of the class, to make up for financial or reputational risk undertaken in bringing the action, and, sometimes, to recognize their willingness to act as a private attorney general." Rodriguez v. W. Publishing Corp., 563 F.3d 948, 958-59 (9th Cir. 2009). The Court finds that an incentive award of \$5,000 each for both plaintiffs, for a total of \$10,000, is fair and reasonable.

The Court hereby **GRANTS** the Fees Motion.

VII. CONCLUSION

For the above reasons, the Court **ORDERS** as follows:

1. Plaintiffs' Final Approval Motion is **GRANTED**. The parties shall perform their obligations pursuant to the terms of the Agreement and this Order.
2. Plaintiffs' Fees Motion is **GRANTED**. Class Counsel shall receive an award of \$106,250.00 in attorney's fees, and \$3,227.37 in costs. Plaintiffs shall receive a service award in the amount of \$5,000 each, for a total of \$10,000. The settlement administrator shall receive \$88,440.10 in addition to future incurred costs.
3. All Class Members who did not validly and timely request exclusion from the settlement have released their claims against the Released Parties, as defined in the Agreement.
4. Except as to any Class Members who have validly and timely requested exclusion, this action is **DISMISSED WITH PREJUDICE**, with all parties to bear their own fees and costs, except as set forth herein and in the prior orders of this Court.
5. Without affecting the finality of this Order, the Court retains jurisdiction over the parties, including Class Members, for the purposes of construing, enforcing, and administering the Order and Judgment, as well as the Agreement itself.
6. Judgment shall be entered accordingly.

IT IS SO ORDERED.