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IN THE CIRCUIT COURT OF THE THIRTEENTH JUDICIAL CIRCUIT
IN AND FOR HILLSBOROUGH COUNTY, FLORIDA

Dana Mihalcean, on behalf of herself
and all others similarly situated,

CASE NO.: 2025-CA-006193

Plaintiff,

v.

Bridge Investment Group Holdings LLC,

Defendant.
______________________________________/

PLAINTIFF'S MOTION FOR ATTORNEYS' FEES, COSTS, AND SERVICE AWARD TO PLAINTIFF

Plaintiff, Dana Mihalcean, individually and on behalf of a class of persons similarly situated ("Plaintiff" or "Class Representative"), respectfully moves for approval of her request for attorneys fee in the amount of $231,000, reimbursement of case filing fees in the amount of $434.80, service of process costs of $75, and reimbursement of mediator Lance Harke's $6,000 fee for a grand total of $237,509.80, in this preliminarily approved class action settlement with Defendant Bridge Investment Group Holdings LLC.

I. Introduction

The material allegations of the complaint centered on Defendant's alleged failure to comply with the Florida Residential Landlord Tenant Act and Florida Consumer Collection Practices Act in regards to its security deposit practices.

The Settlement negotiated by Plaintiff and Proposed Class Counsel represents substantial relief for the proposed Settlement Class. Pursuant to the Settlement, Defendant has agreed to establish a $700,000 Settlement Fund, from which each Settlement Class Member's share equates to around $107.

On April 28, 2026, this Court issued an order preliminarily approving the proposed class action settlement.[1] Plaintiff now respectfully requests an award of attorneys' fees and litigation costs in the amount of $237,509.80, which is one third of the $700,000 Settlement Fund, and a Service Award to Plaintiff in the amount of $3,500 consistent with the Settlement Agreement. ("Settlement Agreement" or "S.A.").

II. Legal Standard

The Florida courts often look to federal cases for guidance as persuasive authority on issues regarding class actions. *Concerned Class Members v. Sailfish Point, Inc.* 704 So.2d 200, 201 (Fla. 4th DCA 1998) ("Florida's Class Action rule, Florida Rule of Civil Procedure 1.220, is based on Federal Rule of Civil Procedure 23, and this court may look to federal cases as persuasive authority in the interpretation of rule 1.220."); *See also Johnson v. Plantation Gen. Hosp. Ltd. Partnership,* 641 So.2d 58, 58 (Fla. 1994); *Barnhill, et al. v. In re Florida Microsoft Ant-Trust Litig.,* 905 So.2d 195 (Fla. 3d DCA 2005). The Federal Rules of Civil Procedure provide that "[i]n 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). "It is well established that when a representative party has conferred a substantial benefit upon a class, counsel is entitled to an allowance of attorneys' fees based upon the benefit obtained." *In re Checking Account Overdraft Litigation,* 830 F. Supp. 2d at 1358 (citing *Camden I Condominium Ass'n v. Dunkle,* 946 F.2d 768, 771 (11th Cir.1991); *Boeing Co. v. Van Gemert,* 444 U.S. 472, 478 (1980)). Fee awards

[1] Unless otherwise noted, all capitalized terms are defined in the Settlement Agreement and Release (hereinafter "S.A."), which was previously filed in support for the Motion for Preliminary Approval.

totaling one third of the common fund, as is requested here, are routinely approved in the federal Eleventh Circuit. *See, e.g., Morgan v. Pub. Storage,* 301 F. Supp. 3d 1237, 1255 (S.D. Fla. 2016) (recognizing that "a fee award of 33% ... is consistent with attorneys' fees awards in federal class actions in [the Eleventh] Circuit"); *Waters v. Intern. Precious Metals Corp.,* 190 F. 3d 1291, 1292-98 (11th Cir. 1999) (same).

ARGUMENT

Pursuant to the Settlement Agreement (S.A. § 8) and the notice of class action settlement and consistent with recognized class action practice and procedure, Plaintiff respectfully requests an attorneys' fee and litigation costs award of $237,509.80, which breaks down as attorneys fees in the amount of $231,000, reimbursement of case filing fees in the amount of $434.80, service of process costs of $75, and reimbursement of mediator Lance Harke's $6,000 fee. The parties negotiated Class Counsel's attorneys' fees, costs, and expenses only after they had reached an agreement on the benefits afforded to the Settlement Class.

The requested fee is within the range of reason under the factors listed in *Camden I Condo. Ass'n. v. Dunkle,* 946 F.2d 768 (11th Cir. 1991), as well as the factors for determining reasonable attorneys fees provided for in Rule 4-1.5 of the Florida Rules of Professional Conduct. For the reasons detailed herein, Plaintiff submits that the requested fee is appropriate, fair, and reasonable and respectfully requests that it be approved by the Court.

A. The Law Awards Class Counsel Fees Based Upon the Fund Established for the Benefit of the Class.

It is well established that when a representative party has conferred a substantial benefit upon a class, counsel is entitled to attorneys' fees based upon the benefit obtained. *Camden I,* 946 F.2d at 771; *Boeing Co. v. Van Gemert,* 444 U.S. 472, 478 (1980). The doctrine serves the "twin goals of removing a potential financial obstacle to a plaintiffs pursuit of a claim on behalf of a class and of equitably distributing the fees and costs of successful litigation among all who gained from the named plaintiffs efforts." *In re Gould Sec. Litig.,* 727 F. Supp. 1201, 1202 (N.D. Ill. 1989) (citation omitted). The common benefit doctrine stems from the premise that those who receive the benefit of a lawsuit without contributing to its costs are "unjustly enriched" at the expense of the successful litigant. *Van Gemert,* 444 U.S. at 478.

As a result, the Supreme Court and District Courts in the Eleventh Circuit have all recognized that "[a] litigant or a lawyer who recovers a common fund for the benefit of persons other than himself or his client is entitled to a reasonable attorney's fee from the fund as whole." *In re Sunbeam Sec's. Litig.,* 176 F. Supp. 2d 1323, 1333 (S.D. Fla. 2001).

In the Eleventh Circuit class counsel is awarded a percentage of the funds made available through a settlement. *Hanley v. Tampa Bay Sports & Entm't Ltd. Liab. Co.,* No. 8:19-cv-00550-CEH-CPT, 2020 WL 2517766, at *5 (M.D. Fla. Apr. 23, 2020) (noting that the percentage of the fund analysis applies to claims made settlements and that the "percentage applies to the total fund created, even where the actual payout following the claims process is lower") (quoting *Pinto v. Princess Cruise Lines, Ltd.,* 513 F. Supp. 2d 1334, 1339 (S.D. Fla. 2007)); *see also Marty v. Anheuser-Busch Cos., LLC,* No. 13-cv-23656-JJO, 2015 WL 6391185 (S.D. Fla. Oct. 22, 2015) (same).

Accordingly, the valuation of counsel's fees should be based on the opportunity created for the Settlement Class - courts should give considerable weight to counsel's efforts to afford class members the opportunity to recover meaningful relief by availing themselves of a claims process that is procedurally fair. And counsel should not be penalized for class members' failure to take advantage of such a settlement. *Montoya v. PNC Bank, N.A.,* 1420474CIVGOODMAN, 2016 WL 1529902, at *23 (S.D. Fla. Apr. 13, 2016).

For purposes of determining the total value of the common fund or class benefit, both monetary and nonmonetary relief, are considered. *Camden I,* 946 F.2d at 771; *Poertner v. Gillette Co.,* 618 Fed. Appx. 624, 628 (11th Cir. 2015). Thus, where-as is the case here-notice and administration costs and attorneys' fees and costs are to be paid from the Settlement Fund, it is proper to use the total value of the Settlement Fund which was created for the benefit of the Settlement Class and hence it is the full $9,000,000 Settlement Fund from which Plaintiffs fee request is judged. *Peterson v. Apria Healthcare Group Inc.,* Case No. 6: 19-cv-00856-GAP-LRH, ECF No. 55 at 19 (M.D. Fla. Nov. 2, 2020).[2]

In *Camden I-the* controlling authority regarding attorneys' fees-the Eleventh Circuit held that "the percentage of the fund approach [as opposed to the lodestar approach] is the better reasoned in a common fund case. Henceforth in this circuit, attorneys' fees awarded from a common fund shall be based upon a reasonable percentage of the fund established for the

[2] *See also, e.g., Chieftain Royalty Co. v. XTO Energy Inc.,* CIV-11-29-KEW, 2018 WL 2296588, at *2 (E.D. Okla. Mar. 27, 2018) (noting that the "750,000 in administration, notice and distribution costs ... is a significant benefit to the Settlement Class as such funds would otherwise be paid from the Gross Settlement Fund"); *In re classmates.com Consol. Litig.,* C09-45RAJ, 2012 WL 3854501, at *7 (W.D. Wash. June 15, 2012) ("Class counsel argues that the common fund should also include about $1.5 million in settlement administration costs that Classmates has paid or will pay .... Because Classmates' payment of these costs relieves the class of the burden of these expenses, the court may consider them as part of the common fund."); *In re Kentucky Grilled Chicken Coupon Mktg. & Sales Practices Litig.,* 09 C 7670, 2011 WL 13257072, at *5 (N.D. Ill. Nov. 30, 2011) ("[T]he common-fund doctrine applies to the entire sum recovered by class counsel for purposes of settling a class action lawsuit. Because the costs of class action litigation necessarily include the costs of notice, administration of the settlement fund, incentive awards, and attorneys' fees, and because the settling defendants in these types of lawsuits have agreed to pay these costs 'in exchange for release of [their] liability,' the court finds that such costs are reasonably viewed as having been paid 'for the benefit of the class.'") (citations omitted); *cf, e.g., Johnston v. Comerica Mtg. Corp.,* 83 F.3d 241, 245-46 (8th Cir. 1996) ("Even if the fees are paid directly to the attorneys, those fees are still best viewed as an aspect of the class' recovery."); *David v. American Suzuki Motor Corp.,* 2010 WL 1628362 at *8 n.14 (S.D. Fla. Apr. 15, 2010) ("While I recognize that the fee award requested by Class Counsel will be paid separately by Defendants and is not drawn from a 'common fund' in the traditional sense, there is authority directing 'district courts to exercise their equitable jurisdiction to review counsel-fee arrangements negotiated in connection with class-action settlements-even where the counsel fees are not taken from a common fund but are instead paid separately by a class-action defendant.'") (quoting *Duhaime v. John Hancock Mut. Life Ins. Co.,* 183 F.3d 1, 4 (1st Cir.1999)).

benefit of the class." *Camden I,* 946 F.2d at 774; *see also, Hamilton v. SunTrust Mortg. Inc.,* No. 13-60749-CIV-COHN/SELTZER, 2014 WL 5419507 (S.D. Fla. Oct. 24, 2014) (finding that attorneys representing a class action are entitled to an attorneys' fee based solely upon the total benefits obtained in or provided by a class settlement); *Saccoccio v. JP Morgan Chase Bank, N.A.,* 297 F.R.D. 683, 695 (S.D. Fla. 2014) (noting that in a claims made situation, the attorneys' fees in a class action are determined based upon the total fund, not just the actual payout to the class); *Carter v. Forjas,* 701 F. App'x 759, 766-67 (11th Cir. 2017) (same).

The Court has discretion in determining the appropriate fee percentage. "There is no hard and fast rule mandating a certain percentage of a common fund which may be awarded as a fee because the amount of any fee must be determined upon the facts of each case." *Sunbeam,* 176 F. Supp. 2d at 1333 (quoting *Camden I,* 946 F.2d at 774).

The Eleventh Circuit has provided a set of factors the Court should use to determine a reasonable percentage to award as an attorney's fee to class counsel in class actions: (1) the time and labor required; (2) the novelty and difficulty of the relevant questions; (3) the skill required to properly carry out the legal services; (4) the preclusion of other employment by the attorney as a result of his acceptance of the case; (5) the customary fee; (6) whether the fee is fixed or contingent; (7) time limitations imposed by the clients or the circumstances; (8) the results obtained, including the amount recovered for the Clients; (9) the experience, reputation, and ability of the attorneys; (10) the "undesirability" of the case; (11) the nature and the length of the professional relationship with the clients; (12) fee awards in similar cases. *Camden I,* 946 F.2d at 772 n.3 (citing factors originally set forth in *Johnson v. Georgia Highway Express, Inc.,* 488 F.2d 714, 717-19 (5th Cir. 1974)). These factors have been adopted by the Florida State Bar and are reflected in Rule 4-1.5 of the Florida Rules of Professional Conduct.

In addition to these specifically outlined considerations, Federal Courts in the Eleventh Circuit has "encouraged the lower courts to consider additional factors unique to the particular case." *Camden I,* 946 F.2d at 775. "Other pertinent factors are the time required to reach a settlement, whether there are any substantial objections by class members or other parties to the settlement terms or the fees requested by counsel, any non-monetary benefits conferred upon the class by the settlement, and the economics involved in prosecuting a class action." *Sunbeam,* 176 F. Supp. 2d at 1333 (quoting *Camden I,* 946 F.2d at 775). The *Camden I* factors support the requested fee.

1. The Claims Against Defendant Required Substantial Time and Effort

The Prosecuting and settling these claims demanded considerable time and labor on a contingency fee basis. Class Counsel devoted substantial time to investigating the claims against Defendant, researching and developing the legal claims at issue, and engaging in informal discovery, and other litigation tasks.

The negotiations, which included a full day mediation session, required substantial efforts. Thereafter, significant time was devoted to drafting the Settlement Agreement, the preliminary approval process, and to all actions required thereafter pursuant to the preliminary approval order. All this time was spent without any assurance that the commitment of time and effort to this case would result in the payment of any fees. Class Counsel should be amply compensated for the substantial time and labor invested to obtain this settlement on behalf of the Class and should not be punished for its persistence and efficiency in achieving the positive result for the Class at an early stage of the litigation.

2. The Novelty and Difficulty of the Questions Involved in this Litigation Required the Skill of Highly Talented Attorneys.

“[P]rosecution and management of a complex national class action requires unique legal skills and abilities.” *Edmonds v. U.S.,* 658 F. Supp. 1126, 1137 (D.S.C. 1987). This is particularly true for litigation related to the emerging issues of Florida landlord tenant law, which is similar to the emerging area of data privacy. *See e.g., In re Sonic Corp. Customer Data Sec. Breach Litig.,* No. 1:17-md-2807, 2019 WL 3773737, at *7 (N.D. Ohio Aug. 12, 2019) (“The realm of data breach litigation is complex and largely undeveloped.”); *Fulton-Green v. Accolade, Inc.,* 2019 U.S. Dist. LEXIS 164375, at *21 (E.D. Pa. Sep. 23, 2019) (“This is a complex case in a risky field of litigation because data breach class actions are uncertain and class certification is rare.”).

While the lengthy, hard fought, arm's length negotiations highlight the complex issues as outlined above, so too does the caliber of lawyers representing the parties. *Walco Inv., Inc. v. Thenen,* 975 F. Supp. 1468, 1472 (S.D. Fla. 1997) (explaining that “[g]iven the quality of defense counsel from prominent national law firms, the Court is not confident that attorneys of lesser aptitude could have achieved similar results”); *see also Camden I,* 946 F.2d at 772 n.3 (in assessing the quality of representation by Class Counsel, the court should also consider the quality of their opposing counsel); *see also Ressler v. Jacobson,* 149 F.R.D. 651, 654 (M.D. Fla. 1992) (same). “[T]hat this level of legal talent was available to the Settlement Class is another compelling reason in support of the fee requested .... In the private marketplace, as pointed out by several of Plaintiff's experts, counsel of exceptional skill commands a significant premium.” *In re Checking,* 830 F. Supp. 2d at 1363.

Here, Class Counsel has a strong reputation in the area of complex class litigation, and in particular landlord tenant class action litigation. Class Counsel have successfully litigated and settled similar cases in Florida and, in this case, have been challenged by highly experienced and skilled counsel who deployed very substantial resources on Defendants' behalf.

3. Class Counsel Achieved a Successful Result.

Given the significant litigation risks Class Counsel faced, the Settlement represents a successful result. Rather than facing years of costly and uncertain litigation the Settlement provides for a $700,000 Settlement Fund from which each Settlement Class Member (thousands of members) is eligible to receive an estimated payment of $107 cash payment. Moreover, the costs of settlement notice and administration, as well as the attorneys' fees and costs sought in this motion, are being paid for out of the Settlement Fund.

This factor supports Class Counsel's fee request.

4. The Claims Entailed Serious Risk.

Given that this case deals with an emerging area of law with relatively limited precedent, the risks incurred in pursuing it were significant. “The simple fact is that there were a larger than usual number of ways that Plaintiff could have lost this case, and she still managed to achieve a successful settlement. A significant amount of the credit for this must be given to Class Counsel's strategy choices, effort and legal acumen.” *In re Checking,* 830 F. Supp. 2d at 1364. “A court's consideration of this factor recognizes that counsel should be rewarded for taking on a case from which other law firms shrunk.” *In re Sunbeam,* 176 F. Supp. 2d at 1336. Further, “[t]he point at which plaintiffs settle with defendants ... is simply not relevant to determining the risks incurred by their counsel in agreeing to represent them.” *Skelton v. General Motors Corp.,* 860 F.2d 250, 258 (7th Cir. 1988).

The Settlement is particularly noteworthy given the combined litigation risks. Defendant would likely raise substantial and potentially meritorious defenses. Indeed, prosecuting this matter was risky from the outset. *See, e.g., In re Countrywide Fin. Corp. Customer Data Sec. Breach Litig.,* 2010 WL 3341200, at *6 (W.D. Ky. Aug. 23, 2010) (approving class settlement, in part, because "proceeding through the litigation process in this case is unlikely to produce the plaintiffs' desired results"). Few cases in this area have gone through the certification stage, and none have yet been tried.

Through this Settlement, Plaintiff and Class Members gain significant benefits without having to face further risk. The benefits obtained here are substantial, given the complexity of the litigation and the significant risks and barriers that loomed in the absence of Settlement. Any of these risks could easily have impeded, if not entirely barred, Plaintiff's and the Settlement Class's successful prosecution of these claims.

The recovery achieved by this Settlement must be measured against the fact that any recovery by Plaintiff and Settlement Class Members through continued litigation could only have been achieved if Plaintiff were able to: (i) defeat a motion to dismiss which would certainly be forthcoming absent a settlement; (ii) certify a class; (iii) defeat summary judgment; (iv) establish liability and damages at trial; and (v) the final judgment was affirmed on appeal. The Settlement here is a fair and reasonable recovery for the Settlement Class in light of Defendant's defenses, and the challenging and unpredictable path of likely protracted litigation Plaintiff and the Settlement Class would have faced absent the Settlement.

5. Class Counsel Assumed Considerable Risk to Pursue This Matter on a Pure Contingency Basis.

In undertaking to prosecute this case on a contingent fee basis, Class Counsel assumed a significant risk of nonpayment or underpayment. That risk should be taken in to consideration when determining an appropriate fee. Indeed, "[a] contingency fee arrangement often justifies an increase in the award of attorney's fees." *Sunbeam,* 176 F. Supp. 2d at 1335 (quoting *Behrens v. Wometco Enterprises, Inc.,* 118 F.R.D. 534, 548 (1988)); *see also In re Continental Ill. Sec. Litig.,* 962 F.2d 566 (7th Cir. 1992) (holding that when a common fund case has been prosecuted on a contingent basis, plaintiffs' counsel must be compensated adequately for the risk of non-payment); *Ressler,* 149 F.R.D. at 656 ("Numerous cases recognize that the attorney's contingent fee risk is an important factor in determining the fee award"); *Walters v. Atlanta,* 652 F. Supp. 755, 759 (N.D. Ga. 1985), *modified,* 803 F.2d 1135 (11th Cir. 1986); *York v. Alabama Senate Bd. of Ed.,* 631 F. Supp. 78, 86 (M.D. Ala. 1986). As Judge King observed:

> Generally, the contingency retainment must be promoted to assure representation when a person could not otherwise afford the services of a lawyer... A contingency fee arrangement often justifies an increase in the award of attorney's fees. This rule helps assure that the contingency fee arrangement endures. If this "bonus" methodology did not exist, very few lawyers could take on the representation of a class client given the investment of substantial time, effort, and money, especially in light of the risks of recovering nothing.

Behrens, 118 F.R.D. at 548.

There is always an inherent risk in accepting and prosecuting this matter on a contingency fee basis, and this is especially true in accepting a matter in an emerging area of law such as is the case here. Despite Class Counsel's effort in litigating this case, Class Counsel remains uncompensated for the time invested, in addition to the expenses advanced to date. Class Counsel has devoted significant attorney time and incurred litigation costs without the assurance that it would recover those expenses. *Id.*

6. The Requested Fee Comports with Fees Awarded in Similar Cases.

An award of fees and costs of $237,509.80 represents a request of one third of the Settlement Fund for attorneys fees ($231,000) created for the benefit of the Settlement Class, plus reimbursement of litigation expenses ($6,509.80). This request is in line with the benchmark and growing trend in the Eleventh Circuit of one-third.[3] Numerous decisions within Federal District Courts in Florida and the Eleventh Circuit have found that a 33.33% fee is well within the range of reason under the factors listed by the court in *Camden I. See Wolff v. Cash 4 Titles,* No. 03-22778- CIV, 2012 WL 5290155, at *5-6 (S.D. Fla. Sept. 26, 2012) ("The average percentage award in the Eleventh Circuit mirrors that of awards nationwide-roughly one-third.") (collecting case law from the Middle and Southern District of Florida awarding attorneys' fees comprising one third of common fund).

Class Counsel's fee request falls well below the range of the private marketplace, where contingency fee arrangements often approach or equal forty percent of any recovery. *See Continental,* 962 F.2d at 572 ("The object in awarding a reasonable attorneys' fee ... is to simulate the market."); *RJR Nabisco, Inc. Sec. Litig.,* Fed. Sec. L. Rep. (CCH) T 94, 268 (S.D.N.Y. 1992) ("[W]hat should govern [fee] awards is ... what the market pays in similar cases"). And, "[i]n tort suits, an attorney might receive one-third of whatever amount the Plaintiff recovers. In those cases, therefore, the fee is directly proportional to the recovery." *Blum v. Stenson,* 465 U.S. 886, 904 (1984) (Brennan, J., concurring).

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[3] *Waters v. Intern. Precious Metals Corp., supra* at 1292-98 (11th Circ. 1999) (affirming fee award of 33 1/3 % of settlement of $40 million); *Seghroughni v. Advantus Rest, Inc.,* No. 12-2000, 2015 WL 2255278, at *1 (M.D. Fla. May 13, 2015) ("An attorney's fee ... which is one-third of the settlement fund ... is fair and reasonable in light of the results obtained by the Lead Counsel, the risks associated with this action, the Lead Counsel's ability and experience in class action litigation, and fee awards in comparable cases."); *Wolff v. Cash 4 Titles,* No. 03-22778, 2012 WL 5290155, at *4 (S.D. Fla. Sept. 26, 2012) ("One-third of the recovery is considered standard in a contingency fee agreement."); *Morefield v. NoteWorld, LLC,* No. 10-117, 2012 WL 1355573 (S.D. Ga. April 18, 2012) (awarding fees of 33 1/3% of the $1,040,000 settlement fund in addition to expenses); *Atkinson v. Wal-Mart Stores, Inc.,* No. 08-691, 2011 WL 6846747, at *6 (M.D. Fla. Dec. 29, 2011) (approving class settlement with one-third of the maximum $2,020,000 common fund); *In re Terazosin Hydrochloride Antitrust Litig.,* No. 99-1317, (Doc. 1557 at 8-10) (S.D. Fla. Apr. 19, 2005) (awarding class counsel 33.3% of settlement fund in part because they prosecuted the action on a wholly contingent basis); *In re: Managed Care Litig. v. Aetna,* MDL No. 1334, 2003 WL 22850070 (S.D. Fla. Oct. 24, 2003) (awarding fees and costs of 35.5% of settlement of $100 million); *Gutter v. E.I. DuPontDe Nemours & Co.,* No. 95-2152, (Doc. 626 at 7) (S.D. Fla. May 30, 2003) (awarding class counsel 33.3% of the Settlement Fund as attorneys' fees ($1,201,728.42) after expending significant time and resources on a purely contingent basis under the common fund theory).

Consequently, the attorneys' fees and litigation costs of $237,509.80 is appropriate and should be awarded.

7. The Remaining *Camden I* and Other Factors Favor Approval.

The remaining *Camden I* factors also support Class Counsels' fee request. The burdens of this litigation and the results obtained on behalf of Plaintiff and the Class weigh in favor of the fee requested. The fee request is firmly rooted in "the economics involved in prosecuting a class action." *In re Sunbeam,* 176 F.Supp.2d at 1333. "[P]roper incentives must be maintained to insure that attorneys of this caliber are available to take on cases of significant public importance like this one." *In re Checking,* 830 F. Supp. 2d at 1368.

In addition, the fact that the parties negotiated at length to reach the Settlement and then finalized the Settlement Agreement, and that no class member has yet objected to the Settlement or its provision on attorneys' fees, which are outlined in the Long Notice posted on the Settlement Website, weighs in favor of the fee requested. *See, e.g., Allapattah Services, Inc. v. Exxon Corp.,* 454 F. Supp. 2d 1185, 1204 (S.D. Fla. 2006) ("The lack of significant objection from the Class supports the reasonableness of the fee request.") (collecting cases); *Gevaerts v. TD Bank,* No. 14-20744, 2015 WL 6751061, at *10 (S.D. Fla. Nov. 5, 2015).

B. Plaintiff's Requested Service Award is Justified and Should be Approved

Plaintiff here requests approval of a modest incentive/service award in the amount of $3,000.00. Plaintiff has served as the class representative in this case from inception to the present. Defendant does not oppose this award and will pay the requested amount, if approved, as provided by the Settlement Agreement.

Service awards to a class representative may be given to "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, ... to recognize their willingness to act as a private attorney general." *Florida Education Association v. Department of Education,* 447 F. Supp. 3d 1269, 1279 (N.D. Fla. March 21, 2020) (awarding service awards of $10,000), quoting *Muransky v. Godiva Chocolatier, Inc.,* 905 F.3d 1200, 1219 (11th Cir. 2018) (approving service awards of $10,000). "[C]ourts consistently approve incentive awards in class action lawsuits to compensate named plaintiffs for the services they provide and burdens they shoulder during litigation." *Camp v. Progressive Corp.,* No. Civ. A. 01-2680, Civ. A. 03-2507, 2004 WL 2149079, at *8 (E.D. La. Sept. 23, 2004) (internal citations omitted); *see also; Carrabba v. Randalls Food Markets, Inc.,* 191 F. Supp. 2d 815, 835 (N.D. Tex. 2002) (recognizing practice of awarding incentive awards). The amount requested by Plaintiff is consistent with or below the amounts typically awarded in similar litigation. *See, e.g., Camp,* 2004 WL 2149079, at *7 (awarding up to $10,000 to each named plaintiff as incentive awards, for a total payment of $102,000); *In re Lease Oil Antitrust Litigation* (No. II), 186 F.R.D. 403,449 (S.D. Tex. 1999) (awarding named plaintiffs up to $10,000 each for participating in lawsuit); *Purdie v. Ace Cash Express, Inc.,* No. Civ. A. 301CV1754, 2003 WL 22976611, at *7 (N.D. Tex. Dec. 1, 2003) (awarding the three named plaintiffs a combined incentive award of $16,665; *In re Catfish Antitrust Litig.,* 939 F. Supp. 493, 504 (N.D. Miss 1996) (awarding each of four named plaintiffs a $10,000 incentive award).

Plaintiff has actively participated in this litigation even prior to the complaint being filed in this matter and has made significant efforts on behalf of the class, which include maintaining contact with counsel, participating in client interviews, providing relevant documents, assisting in the investigation of the case, remaining available for consultation throughout settlement negotiations, reviewing relevant pleadings and the settlement agreement, and for answering counsel's many questions. The service award requested is justified in light of Plaintiff's willingness to devote their time and energy to prosecuting a representative action and is reasonable in consideration of the overall benefit conferred on the Settlement Class, and should be approved.

IV. CONCLUSION

For the foregoing reasons, Plaintiff respectfully requests that the Court approve the requested award of attorneys' fees and litigation costs of $237,509.80 and a Service Award to Plaintiff in the amount of $3,000.00.

Respectfully submitted, July 8, 2026

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