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and the Proposed Settlement Class

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

ADNAN ANSAR, on behalf of himself and all others similarly situated, Plaintiff, v. **THE GILL CORPORATION**, Defendant.	Case No. 2:24-cv-08875-MEMF-PD Judge Maame Ewusi-Mensah Frimpong **PLAINTIFF'S NOTICE OF MOTION AND UNOPPOSED MOTION FOR ATTORNEY FEES, COSTS, AND SERVICE AWARD AND MEMORANDUM IN SUPPORT** Date: September 3, 2026 Time: 10:00 a.m. Location: Courtroom 8B

NOTICE OF MOTION AND MOTION

TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:

PLEASE TAKE NOTICE that on September 3, 2026 at 10:00am[1], or as soon thereafter as the matter may be heard, in Courtroom 8B of the above-captioned Court before the Honorable Maame Ewusi-Mensah Frimpong, Plaintiff Adnan Ansar ("Plaintiff"), will and hereby does move for an Order, consistent with the terms of the class action Settlement Agreement in this case, awarding (i) attorney fees in the amount of $100,000 and reasonable costs of $12,884.20, and (ii) a service award of $5,000 for Plaintiff Ansar.

This Motion is based on this Notice of Motion and Motion, the accompanying Memorandum in Support, the Declaration of Andrew G. Gunem, the previously filed Class Action Settlement Agreement and Release (Dkt. No. 30-1), and all papers filed in support thereof, the argument of counsel at the hearing of this Motion, all papers and records on file in this matter, and such other matters as the Court may consider.

Dated: June 4, 2026

Respectfully submitted,

By: */s/ Andrew G. Gunem*

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[1] On April 21, 2026, the Parties filed a Joint Stipulation to Set Final Approval Hearing, together with a proposed order, requesting that the Court schedule the Final Approval Hearing for September 3, 2026, at 10:00 a.m. See Dkt. No. 44. The stipulation remains pending.

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I. INTRODUCTION

For over nineteen (19) months, Class Counsel prosecuted this case on a wholly contingent basis—and succeeded in securing the class action settlement (the "Settlement") which provides meaningful injunctive relief and $300,000 in monetary relief.[2] Now, pursuant to the settlement agreement ("Settlement Agreement"), Plaintiff Adnan Ansar ("Plaintiff" or "Class Representative") respectfully moves the Court to award (i) attorney fees of $100,000 and costs of $12,884.20 and (ii) a service award of $5,000 for Plaintiff Ansar. These amounts are identical to those disclosed to Settlement Class Members in the Court-approved notices and are consistent with the fee and service award provisions previously approved by the Court at the preliminary approval stage.

Pursuant to Civil Standing Order (IX)(E), Plaintiff and Defendant met and conferred regarding the attorney fees requested herein. Prior to the conference, Plaintiff provided Defendant with information sufficient to evaluate the requested relief, including information regarding the attorney fees, costs, and supporting bases for the request. Following the meet-and-confer process, Defendant advised that it does not oppose the relief requested herein.

Under California law, the requested attorney fees and service award are reasonable—and the Court should grant the motion for three key reasons. ***First***, the requested attorney fees are reasonable under the "percentage-of-the-fund" method. ***Second***, the requested attorney fees are reasonable under the "lodestar" method. ***Third***, the Vizcaino factors independently confirm the reasonableness of the requested attorney fees.

Notably, when granting preliminary approval, the Court expressly found that "the attorneys' fees and costs up to one-third of the Settlement Fund are also reasonable and do not undermine the adequacy of the settlement." Order Granting Supplemental Motion for Preliminary Approval, Dkt. No. 43 at 13. The fee request presented here is identical to the fee structure previously reviewed by the Court and found reasonable.

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[2] Capitalized terms have the same meaning as in the Settlement Agreement.

II. BACKGROUND

A. Procedural History

Defendant manufactures and sells composite products with a focus on the aerospace and transportation industries. *See* Dkt. No. 1 ("Compl."), ¶ 2. On or around June 23, 2024, Defendant was impacted by a data breach (the "Data Breach") that allegedly impacted the personal information of its current and former employees (i.e., the "Settlement Class" or "Settlement Class Members"). *Id.* ¶¶ 19–23; *see also* Dkt. No. 30-1, at 8. Plaintiff then filed his class action complaint in this Court on October 15, 2024.

On December 11, 2024, Defendant filed its motion to dismiss under Fed. R. Civ. P. 12(b)(6). *See* Dkt. No. 14. To conserve judicial and party resources, Plaintiff and Defendant (together, the "Parties") agreed to engage in formal mediation. *See* Declaration of Andrew G. Gunem ("Gunem Decl."), ¶ 2. Prior to mediation, the Parties exchanged informal discovery—which enabled the Parties to better evaluate the strengths and weaknesses of the underlying claims and defenses. *Id.* Additionally, the Parties provided the mediator with detailed mediation statements that explained their respective positions. *Id.* ¶ 3.

On May 14, 2025, the Parties engaged in formal mediation with Jill R. Sperber, Esq. of Sperber Dispute Resolution. *Id.* ¶ 4. During the mediation, the Parties engaged in extensive arm's-length negotiations. *Id.* ¶ 5. Notably, the Parties agreed not to negotiate attorney fees or the service award until the core terms of a settlement were finalized (as to avoid any conflicts). *Id.* Under the guidance of the mediator, the Parties eventually reached an agreement on the core terms of the Settlement. *Id.* ¶ 6. Over the following months, the Parties continued to negotiate the finer terms of the Settlement, and on July 30, 2025, the Settlement Agreement was executed. *Id.* ¶ 7.

On August 22, 2025, Plaintiff moved the Court for preliminary approval of the Settlement. Dkt. No. 29–31. On October 1, 2025, the Court issued a tentative order denying the motion for preliminary approval and identifying several deficiencies in the initial settlement agreement and notices. Then, on October 2, 2025, the Court held a hearing and provided additional guidance regarding the settlement agreement and notices. Dkt. No. 37. Over the following weeks, the Parties collaborated in good faith to cure the identified deficiencies. Gunem Decl. ¶ 8.

On October 23, 2025, Plaintiff filed a supplemental brief in support of the motion for preliminary approval. Dkt. No. 40. Therein, Plaintiff provided an amended settlement agreement (Dkt. No. 40-2, at 2–28), amended claim form (Dkt. No. 40-2, at 30–32), amended long form notice (Dkt. No. 40-2, at 34–43), and amended short postcard notice (Dkt. No. 40-2, at 45–46).

B. The Settlement

The Settlement Class is defined as "all individuals residing in the United States whose Personal Information was compromised in the Data Breach discovered by The Gill Corporation in June 2024, including all those individuals who received notice of the breach." S.A. ¶(recitals). In total, there are approximately 3,232 Settlement Class Members. *Id*.

The Settlement provides timely and tailored relief to the Settlement Class—including a non-reversionary Settlement Fund of $300,000.00. S.A. ¶2(a). The Settlement Fund will pay for the following benefits. *Id*. ¶ 2(d). ***First***, Settlement Class Members can claim up to $5,000 per person for documented losses. *Id*. ***Second***, Settlement Class Members can claim a *pro rata* cash payment from the Settlement Fund. *Id*. ***Third***, Settlement Class Members can claim two years of credit monitoring services which includes credit monitoring with three credit bureaus and $1 million in identity theft insurance. *Id*. ***Fourth***, the Settlement Fund will pay for notice costs, settlement administration costs, a service award, and any approved attorney fees and costs. *Id*. ¶¶(recitals), 5(a), 7(b), 8(a).

Separate and apart from these monetary benefits, Defendant has agreed to implement and maintain certain data security enhancements set forth in the Settlement Agreement. Thus, the Settlement provides meaningful relief to all Settlement Class Members (regardless of whether or not they submit a claim).

III. LEGAL STANDARD

Rule 23 permits a court to award "reasonable attorneys' fees . . . that are authorized by law or by the parties' agreement." *Crews v. Rivian Auto., Inc.*, No. 2:22-cv-01524-JLS-E, 2026 U.S.

Dist. LEXIS 115854, at *28 (C.D. Cal. May 20, 2026). The court must confirm that the attorney fees are "reasonable[.]" *Id*. (quoting *In re Bluetooth Headset Prods*., 654 F.3d 935, 941 (9th Cir. 2011)). In doing so, "the Court has discretion to utilize either (1) the lodestar method or (2) the percentage-of-the-fund method." *Bolanos v. Crossroads Equip. Lease & Fin., LLC*, No. EDCV 24-0552 JGB (SPx), 2025 U.S. Dist. LEXIS 228829, at *5 (C.D. Cal. Nov. 17, 2025) (citing *Vizcaino v. Microsoft Corp*., 290 F.3d 1043, 1047 (9th Cir. 2002)).

IV. ARGUMENT

The Court should grant the motion for three key reasons. ***First***, the lodestar method establishes that the requested attorney fees are reasonable. ***Second***, the percentage-of-the-fund method confirms that requested attorney fees are reasonable. ***Third***, the four *Vizcaino* factors support the requested attorney fees.

A. The Lodestar Method Establishes that the Requested Attorney Fees Are Reasonable.

The requested attorney fees are reasonable under the lodestar method—wherein the "lodestar" is calculated by multiplying the hours invested by the hourly rates. *See Crews*, 2026 U.S. Dist. LEXIS 115854, at *34–35. Here, Class Counsel invested 135.3 hours over the past nineteen (19) months which equates to a lodestar of $88,552.50. Gunem Decl. ¶ 9. The hourly rates at Strauss Borrelli PLLC range from $200 for paralegals to $800 for named partners. *Id*. These hourly rates are reasonable for the Central District of California, and in *Crews*, the court approved hourly rates ranging from $1,700 for partners to $405 for paralegals as "reasonable." 2026 U.S. Dist. LEXIS 115854, at *34–35.

Moreover, California courts have already approved the hourly rates of Strauss Borrelli PLLC as reasonable. *See, e.g., Bolanos v. Crossroads Equip. Lease & Fin., LLC*, No. EDCV 24-0552, 2025 U.S. Dist. LEXIS 228829, at *22, *see also* Dkt. No. 58-1 at ¶14 (C.D. Cal. Nov. 17, 2025) (awarding attorney fees and implicitly approving hourly rates of $700 for partners at Strauss Borrelli PLLC and $950 for a partner at another firm); *McDaniel v. Toshiba Glob. Commerce Sols., Inc*., No. 8:24-cv-01772, 2025 U.S. Dist. LEXIS 198678, at *33, *see also* Dkt. No. 43 at ¶14

(C.D. Cal. Oct. 3, 2025) (awarding attorney fees and implicitly approving hourly rates of $700 for partners at Strauss Borrelli PLLC and $1,150 for a partner at another firm).

Here, the requested attorney fees of $100,000 equate to a multiplier of 1.13 (i.e., $100,000 divided by $88,552.50 equals 1.129). Gunem Decl. ¶ 11. Such a modest multiplier supports approval because "[i]n the Ninth Circuit, a multiplier ranging from 1.0 to 4.0 is considered 'presumptively acceptable.'" *Gutierrez v. Amplify Energy Corp.*, No. 8:21-CV-01628-DOC(JDEx), 2023 U.S. Dist. LEXIS 72861, at *30 (C.D. Cal. Apr. 24, 2023) (quoting *Dyer v. Wells Fargo Bank, N.A.*, 303 F.R.D. 326, 334 (N.D. Cal. 2014)).

In sum, the lodestar method establishes that the requested attorney fees are reasonable under Rule 23 and Ninth Circuit precedent.

B. The Percentage-of-the-Fund Method Confirms that the Requested Attorney Fees Are Reasonable.

Here, the requested amount of attorney fees equates to one-third of the Settlement Fund. *See* S.A. ¶ 8(a). Importantly, the requested fee award is consistent with the amount disclosed to Settlement Class Members in the Court-approved notices and reflects the same fee structure previously reviewed by the Court during preliminary approval proceedings. In the Ninth Circuit, a fee award of 25% is considered a "benchmark." *Herrera v. Cty. of L.A.*, No. CV 22-1013-HDV-PDx, 2026 U.S. Dist. LEXIS 38001, at *4 (C.D. Cal. Feb. 23, 2026). However, an "award of 30% is well within the range considered reasonable by the Ninth Circuit." *Id.* (citing *In re Omnivision Technologies, Inc.*, 559 F. Supp. 2d 1036, 1046 (N.D. Cal. 2008)). In fact, "in most common fund cases, the award exceeds that 25% benchmark." *Gutierrez*, 2023 U.S. Dist. LEXIS 72861, at *30 (C.D. Cal.) (cleaned up) (quoting *Spencer-Ruper v. Scientiae, LLC*, No. 819CV01709DOCADS, 2021 U.S. Dist. LEXIS 204242 (C.D. Cal. Sept. 24, 2021)).

Thus, "[a] fees award amounting to 33 1/3% of the total settlement value is considered acceptable." *Ray v. NCAA*, No. 1:23-cv-425 WBS CSK, 2026 U.S. Dist. LEXIS 104860, at *21 (E.D. Cal. May 11, 2026) (cleaned up) (quoting *Osegueda v. N. Cal. Inalliance*, No. 18-cv-00835 WBS EFB, 2020 U.S. Dist. LEXIS 128626, at *15 (E.D. Cal. July 20, 2020)). Furthermore, and as explained below, all four *Vizcaino* factors support the requested attorney fees. Thus, the requested percentage of one-third is reasonable under applicable federal class action standards.

C. The *Vizcaino* Factors Support the Requested Attorney Fees.

The Ninth Circuit "has identified a number of factors the Court may consider in assessing whether an award is reasonable, including: (1) the results achieved, (2) the risk of litigation, (3) the skill required and quality of work, and (4) the contingent nature of the fee and the financial burden carried by the plaintiffs." *Crews*, 2026 U.S. Dist. LEXIS 115854, at *29 (C.D. Cal.) (citing *Vizcaino*, 290 F.3d at 1048-50 (9th Cir. 2002). As explained below, all four factors (the "*Vizcaino* factors") support the requested attorney fees.

First, "the results achieved" supports the requested attorney fees. *See Crews*, 2026 U.S. Dist. LEXIS 115854, at *29 (C.D. Cal.) (citing *Vizcaino*, 290 F.3d at 1048-50). The Settlement provides monetary relief that aligns with—and even exceeds—analogous data breach class actions. Gunem Decl. ¶¶ 13-14. For example, in *Bolanos*, the court granted final approval of a common fund settlement that provided $425,000 for a class of 24,182, which equated to a value of $17.57 per person. 2025 U.S. Dist. LEXIS 228829, at *16 (C.D. Cal.). Here, the Settlement provides $300,000 for a class of approximately 3,232, which equates to a value of $92.82 per person. S.A. ¶¶(recitals), 2(a); Gunem Decl. ¶ 13. In other words, this Settlement provides over ***five times*** the per-person value of *Bolanos*. Thus, the "results achieved" are strong, and the first *Vizcaino* factor supports the requested attorney fees.

Second, "the risk of litigation" supports the requested attorney fees. *See Crews*, 2026 U.S. Dist. LEXIS 115854, at *29 (C.D. Cal.) (citing *Vizcaino*, 290 F.3d at 1048-50). As a data breach class action, this case posed thorny questions of law and fact—indeed, "data breach litigation is complex and largely undeveloped" and "no data breach class action has reached the trial stage" which "raises the uncertainty involved in the case[.]" *In re Canon United States Data Breach Litig.*, No. 20-CV-6239, 2024 U.S. Dist. LEXIS 138499, at *30 (E.D.N.Y. Aug. 5, 2024). Thus, the second *Vizcaino* factor supports the requested attorney fees.

Third, "the skill required and quality of work" support the requested attorney fees. *See Crews*, 2026 U.S. Dist. LEXIS 115854, at *29 (C.D. Cal.) (citing *Vizcaino*, 290 F.3d at 1048-50). Courts have recognized that Class Counsel has substantial skill in navigating complex data breach class actions. *See Jeffrey Pan v. Atlas Real Est. Grp. LLC*, No. 23-cv-00910, 2025 U.S. Dist. LEXIS 43019, at *14 (D. Colo. Mar. 10, 2025) (noting that Strauss Borrelli PLLC "has significant past experience . . . in handling complex class action litigation . . . [and] therefore has the skills to properly perform the legal services required here"). Class Counsel worked in good faith with Defendant to effectively address the deficiencies that the Court identified in the Settlement Agreement and notice documents. Gunem Decl. ¶ 15. Further, the Court has already found that Class Counsel adequately represented the Settlement Class, diligently prosecuted the action, and negotiated the Settlement at arm's length following mediation and substantial informal discovery. Dkt. No. 43 at 11-13. The Court also found that the requested attorney fees and costs of up to one-third of the Settlement Fund were reasonable and did not undermine the adequacy of the Settlement. *Id.* These findings further support the reasonableness of the requested fee award. Thus, the third *Vizcaino* factor supports the requested attorney fees.

Fourth, "the contingent nature of the fee and the financial burden carried by the plaintiffs" support the requested attorney fees. *See Crews*, 2026 U.S. Dist. LEXIS 115854, at *29 (C.D. Cal.) (citing *Vizcaino*, 290 F.3d at 1048-50). Here, Class Counsel prosecuted this case on a wholly-contingent basis for over nineteen (19) months. Gunem Decl. ¶ 16. In doing so, Class Counsel invested $88,552.50 in lodestar and $12,884.20 in costs while accepting the substantial risk of zero recovery. *Id.* ¶ 15; *see also Ray*, 2026 U.S. Dist. LEXIS 104860, at *20 ("The nature of contingency work inherently carries risks that counsel will sometimes recover very little to nothing at all, even for cases that may be meritorious."). Thus, the fourth *Vizcaino* factor supports the requested attorney fees.

In sum, the four *Vizcaino* factors support the requested attorney fees, which are reasonable under Ninth Circuit precedent.

D. The Requested Service Award Is Reasonable.

Pursuant to the Settlement Agreement, Class Counsel respectfully requests a Service Award of $5,000 for the Plaintiff in recognition of his contributions and dedication to the Settlement Class. S.A. ¶7. For example, in the data breach case *Bolanos*, the court approved service awards of $5,000 per person—explaining that 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." 2025 U.S. Dist. LEXIS 228829, at *21–22 (C.D. Cal.) (quoting *Rodriguez v. West Publ'g Corp.*, 563 F.3d 948, 958-59 (9th Cir. 2009)).

Here, Plaintiff actively participated in the litigation and the resolution of this action. Among other things, Plaintiff communicated regularly with counsel, provided information regarding the Data Breach and its impact, reviewed filings and settlement documents, and assisted counsel in evaluating and resolving the action. Gunem Decl. ¶ 21. Plaintiff also undertook the risks associated with serving as the named representative in a class action against his employer, including the time commitment required to fulfill his obligations to the Settlement Class. *Id*. These efforts materially contributed to the successful resolution of this litigation and support the requested Service Award.

In fact, service awards of $5,000 are considered "presumptively reasonable" in the Ninth Circuit. *See Imber v. Lackey*, No. 1:22-cv-00004-HBK, 2025 U.S. Dist. LEXIS 265355, at *50 (E.D. Cal. Dec. 23, 2025) ("Courts in the Ninth Circuit have recognized that $5,000.00 is a presumptively reasonable service award.") (citing *Harris v. Vector Mktg. Corp.*, No. C-08-5198 EMC, 2012 U.S. Dist. LEXIS 13797, at *20 (N.D. Cal. Feb. 6, 2012)). Thus, the requested service award is reasonable and warranted under California law.

E. Class Counsel Incurred Reasonable Costs That Warrant Reimbursement.

Class Counsel respectfully requests reimbursement of $12,884.20 for litigation costs. *See* S.A. ¶ 8(a); Gunem Decl. ¶ 19. Attorneys "may recover their reasonable expenses that would typically be billed to paying clients in non-contingency matters." *Crews*, 2026 U.S. Dist. LEXIS

115854, at *25 (C.D. Cal.) (quoting *Sebastian v. Sprint/United Mgmt. Co*., No. 8:18-cv-00757-JLS-KES, 2019 U.S. Dist. LEXIS 225167, at *24 (C.D. Cal. Dec. 5, 2019)). For example, in *Crews*, the Court reimbursed class counsel $6,463,082.98 in litigation costs for, *inter alia*, filing fees, mediation fees, and expert fees. *Id*. Here, Class Counsel incurred litigation costs of $12,884.20 for service fees, mailing fees, mediation fees, and research fees. Gunem Decl. ¶ 19. These costs were reasonable and necessary, and Class Counsel respectfully requests reimbursement pursuant to the Settlement Agreement. *Id*. ¶ 20.

V. CONCLUSION

For the foregoing reasons, Plaintiff respectfully requests that the Court approve the requested attorney fees, costs, and service award.

Dated: June 4, 2026

Respectfully submitted,

By: */s/ Andrew G. Gunem*

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CERTIFICATE OF COMPLIANCE

I hereby certify that this brief contains 2,905 words, which complies with the word limit of L.R. 11-6.1.

Dated: June 4, 2026

Respectfully submitted,

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CERTIFICATE OF SERVICE

I, Andrew G. Gunem, hereby certify that on June 4, 2026, I electronically filed the foregoing with the Clerk of the Court using the CM/ECF system, which will send notification of such filing to counsel of record via the ECF system.

DATED this 4th day of June, 2026.

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