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**SUPERIOR COURT FOR THE STATE OF CALIFORNIA  
COUNTY OF ALAMEDA**

MICHAEL ERAZO, MIGUEL OCHOA, JAMIE )  
MCDOLE, ALVARO GALVIS, ROSE )  
BECKER, KARLINA CHAVEZ, and )  
ELIZABETH MONTOYA on behalf of )  
themselves and all others similarly situated, )  
Plaintiffs, )

vs. )

THE REGENTS OF THE UNIVERSITY OF )  
CALIFORNIA, )  
Defendant. )

Lead Case No. RG21097796  
Consolidated and Related to: Case Nos.  
RG21107152, RG21107777

**MEMORANDUM OF POINTS AND  
AUTHORITIES IN SUPPORT OF MOTION  
FOR ATTORNEYS' FEES, LITIGATION  
EXPENSES, AND SERVICE AWARDS**

Date: December 9, 2025  
Time: 2:30 p.m.  
Dept.: 21  
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Action Filed: April 27, 2021  
Judge: Hon. Somnath Raj Chatterjee

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1 **I. INTRODUCTION**

2 Plaintiffs move for an award of \$1,914,000 million in attorneys’ fees (or 33% of the \$5.8 million  
3 fund), reimbursement of \$169,295.58 in litigation expenses, and service awards of \$2,500 to each of the  
4 six Class Representatives. Plaintiffs’ Counsel negotiated a Settlement<sup>1</sup> that provides significant,  
5 immediate cash payments to Class Members for their injuries. The Settlement requires UC Regents to  
6 pay \$5.8 million to create a non-reversionary cash fund to compensate Class Members and implement  
7 enhanced cybersecurity measures to safeguard the personal information of its students and employees.

8 The fee request is reasonable under the applicable percentage of the fund method for calculating  
9 attorneys’ fees and holds up against a review of Plaintiffs’ Counsel’s lodestar. As detailed below,  
10 Plaintiffs’ counsel devoted 4,452.15 hours and incurred a collective lodestar of \$2,938,361.80 to secure  
11 the relief for the Class, which exceeds the amount of the requested fee. The 33% fee request therefore  
12 results in a negative multiplier. Plaintiffs’ Counsel will devote additional time that will be  
13 uncompensated, as they work to secure final approval of the Settlement, litigate any appeals, and assist  
14 Class Members through the claims process. The requested fee award is further justified by the significant  
15 risks Class Counsel faced, the complexity of the issues presented, the sprawling scale of the litigation  
16 which involved coordination between related federal and state cases, and the skill necessary to obtain this  
17 favorable Settlement. Plaintiffs similarly request the Court award \$169,295.58 in costs, which reflect  
18 reasonable costs necessary to pursue this litigation and secure the Settlement, and \$2,500 in Service  
19 Awards to each of the six Class Representatives for their commitment and efforts throughout the  
20 litigation.

21 **II. OVERVIEW OF WORK PERFORMED BY PLAINTIFFS’ COUNSEL**

22 Plaintiffs respectfully refer the Court to the Declaration of Simon Grille in Support of Plaintiffs’  
23 Motion for Final Approval of Class Action Settlement and Plaintiffs’ Motion for Attorneys’ Fees,  
24 Litigation Expenses, and Service Awards (“Grille Declaration”) for a more detailed description of  
25

26 \_\_\_\_\_  
27 <sup>1</sup> Capitalized terms in this declaration have the same meaning as those terms are defined in the  
28 Settlement Agreement, which is attached as Exhibit A to Plaintiffs’ Supplemental Brief in Support of  
Preliminary Approval of Class Action Settlement.

counsel's work in this litigation. As described in the Grille Declaration and below, the parties vigorously litigated this case for nearly four years before agreeing to a settlement in principle.

**A. Investigating the Case and Defending the Pleadings.**

On or around March 31, 2021, UC Regents announced the Data Breach whereby unauthorized parties accessed and exfiltrated information belonging to current and former UC students and employees. (Grille Decl. ¶ 17.) Following the announcements of the Data Breach, Plaintiffs' Counsel conducted an extensive investigation into the Data Breach, UC's operations, and what information it collects and stores about UC students and employees. (*Id.* ¶ 19.) Plaintiffs' Counsel researched publicly available sources, including UC's announcements related to the Data Breach, data breach notices provided to victims, information and statements about Accellion's FTA product, and forensic reports released by the cybersecurity firm, Mandiant. (*Ibid.*) Plaintiffs' Counsel also conducted numerous interviews of individuals affected by the Data Breach. Plaintiffs' Counsel then investigated potential legal claims related to the Data Breach, whether additional entities were potentially liable for the Data Breach and examined UC Regent's response to the Data Breach. (*Ibid.*)

Girard Sharp filed the first action on April 27, 2021—*Erazo v. Regents of Univ. of Cal.*, Case No. RG21097796. (Grille Decl. ¶ 20.) Two other related actions were filed shortly after *Erazo*. *Fields v. Regents of Univ. of Cal.*, Case No. RG21107152 was filed July 20, 2021, and *Becker v. Regents of Univ. Cal.*, Case No. RG21107777 was filed August 2, 2021. (*Id.* ¶ 22.) On September 23, 2021, pursuant to a stipulation filed by the Parties, the Court consolidated the related actions under the first-filed action and appointed Girard Sharp LLP as lead counsel of an executive committee including Wolf Haldenstein Adler Freeman & Herz LLP, and Morgan & Morgan, P.A. (*Id.* ¶ 23.)

On October 7, 2021, Plaintiffs filed a Consolidated Class Action Complaint on behalf of Plaintiffs Michael Erazo, Miguel Ochoa, Jamie McDole, Arielle Fields, Alvaro Galvis, Rose Becker, Steve Goldfield, and Karlina Chavez, and named Accellion, Inc. and UC Regents as defendants.<sup>2</sup> (*Id.* ¶ 24.) Plaintiffs alleged the following claims against both Accellion, Inc. and UC Regents: (1) violation of the

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<sup>2</sup> The Court later granted the Parties' stipulations to voluntarily dismiss the claims for Micheal Erazo, Arielle Fields, and Steve Goldfield.

1 CMIA (Civ. Code § 56, *et seq.*); (2) violation of California Consumer Records Act (Civ. Code § 1798.80,  
2 *et seq.*) (“CRA”); (3) negligence; and (4) Invasion of Privacy. (*Ibid.*) Against UC Regents, Plaintiffs  
3 additionally alleged a violation of the Information Practices Act (Civ. Code § 1798.1, *et seq.*) (“IPA”).

4 On November 8, 2021, each Defendant filed a demurrer in response to the Consolidated Class  
5 Action Complaint, which Plaintiffs opposed. (*Id.* ¶ 26.)<sup>3</sup> After briefing UC Regents’ demurrer, the Parties  
6 stipulated to withdraw the hearing and stay claims against UC Regents while the Parties mediated with  
7 retired judge Charles (Tim) McCoy on July 11, 2022. (*Id.* ¶¶ 29-30.) The Parties continued their  
8 discussions following the mediation but did not reach agreement. (*Id.* ¶ 30.) The Court then lifted the stay  
9 as to UC Regents on November 29, 2022, and the parties submitted supplemental briefing related to UC  
10 Regents’ demurrer. After a hearing on January 10, 2023, the Court issued a final ruling on March 1 and  
11 sustained the demurrer as to the CRA, but overruled the demurrers as to the CMIA, IPA and Invasion of  
12 Privacy claims. (*Id.* ¶ 31-32.) The Court granted UC Regents’ motion to strike references to Civil Code  
13 § 56.10(a) and (e) with leave to amend but declined to strike the request for CMIA statutory damages  
14 under Civil Code § 56.36. (*Ibid.*) On March 24, Plaintiffs filed their First Amended Consolidated  
15 Complaint, which was amended in response to the Court’s ruling on UC Regents’ Demurrer and UC  
16 Regents answered on May 3, 2023. (*Id.* ¶ 33.)

17 On June 30, 2023, UC Regents renewed its motion to strike Plaintiffs’ request for nominal  
18 damages under Cal Civ. Code § 56.36. (*Id.* ¶ 34.) After another round of briefing and a hearing, the court  
19 again denied UC Regents’ motion on October 4, 2023. (*Ibid.*) Plaintiffs then filed the Second Amended  
20 Consolidated Complaint (“SAC”), which included Plaintiff Elizabeth Montoya, who alleges that she  
21 responded to the UCUES survey with sensitive medical information that was exposed on the dark web.  
22 (*Id.* ¶ 37.) After conferring with UC Regents, Plaintiffs filed a Third Amended Consolidated Complaint  
23 on August 27, 2024 asserting the CMIA claim only on behalf of Ms. Montoya and the proposed subclass  
24 she represents. (*Ibid.*)

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25 <sup>3</sup> The claims against Accellion were then stayed pending a proposed settlement in a federal action  
26 against Accellion, (*Id.* ¶ 27.), and later consolidated with several other federal cases into *In re Accellion*,  
27 *Inc. Data Breach Litigation*, Case No. 5:21-cv-01155-EJD (N.D. Cal.) (“*In re Accellion*”). (*Ibid.*) On  
28 February 26, 2024, this Court granted Plaintiffs’ and Accellion’s stipulation to voluntary dismiss all  
claims against Accellion in this action without prejudice. (*Id.* ¶ 28.)

1 On February 5, 2025 Plaintiffs filed the Fourth Amended Consolidated Complaint to conform the  
2 Class definitions to the terms of the Settlement Agreement, which proposes to resolve claims nationwide.  
3 (*Id.* ¶ 43.)

4 **B. Summary of the Investigation and Discovery Conducted**

5 The Parties' settlement negotiations were informed by extensive investigation and discovery  
6 relating to the Data Breach and the claims asserted. Plaintiffs' Counsel researched publicly available  
7 sources, including UC's announcements related to the Data Breach, data breach notices provided to  
8 victims, information and statements about Accellion's FTA product, and forensic reports released by the  
9 cybersecurity firm, Mandiant. (*Id.* ¶ 19.) Plaintiffs' Counsel also conducted numerous interviews of  
10 individuals affected by the Data Breach, investigated potential legal claims related to the Data Breach,  
11 and examined UC Regents' response to the Data Breach. (*Ibid.*) Plaintiffs also retained and consulted  
12 with experts in the fields of cybersecurity, economics, and forensic accounting. (*Id.* ¶ 40.)

13 Plaintiffs conducted comprehensive discovery of UC Regents and nonparties. Plaintiffs served  
14 several sets of discovery requests; negotiated search terms and custodians; reviewed and coded over  
15 100,000 pages of documents (of which nearly 40,000 pages had to be reviewed on secured device); set  
16 up a document review platform to securely review documents; conducted five depositions of current and  
17 former UC Regents employees, including one deposition pursuant to CCP section 2025.010; served three  
18 subpoenas on non-party entities with relevant information; prepared responses to nineteen discovery  
19 requests from UC Regents on behalf of Plaintiffs; and prepared document productions on each Plaintiff's  
20 behalf. (*Id.* ¶ 37.) The document review in this case was labor-intensive and produced significant benefits  
21 to the case. After extensive conferral and an informal discovery conference with the Court, UC Regents  
22 produced copies of all the records exposed in the Data Breach on a secure laptop. (*Id.* ¶ 39.) The laptop  
23 was modified such that all ports were disabled and it could not access the internet. (*Ibid.*) Accordingly,  
24 each of the nearly 40,000 documents had to be reviewed manually without the assistance of a document  
25 review platform or any other tools, such as global searches. (*Ibid.*) Native documents, such as  
26 spreadsheets containing thousands of rows of data, could not be manipulated, which made it particularly  
27 difficult to review UCUES responses. (*Ibid.*) The result of this labor-intensive review was significant.  
28 (*Ibid.*) Plaintiffs identified over 8,000 Class members who they contend had their medical information



1 exposed in the Data Breach, which supported Plaintiffs’ claims for statutory damages under the CMIA.  
2 (*Ibid.*) Plaintiffs were due to file their motion for class certification by October 17, 2024 and had begun  
3 drafting their brief and working with experts on their reports when the Parties reached an agreement in  
4 principle to resolve this action. (*Id.* ¶ 42.)

5 Plaintiffs also briefed several discovery disputes and appeared before the Court under the Court’s  
6 Informal Discovery Conference procedure, which resulted in UC Regents providing two additional  
7 document productions and an agreement on the form of a privilege log. (*Id.* ¶ 41.) In April 2024, Plaintiffs  
8 briefed a dispute concerning production of documents and testimony regarding prior data breaches  
9 experienced by UC Regents, and in June 2024, Plaintiffs briefed a dispute concerning UC Regents’  
10 attempt to clawback purportedly privileged documents. (*Ibid.*)

#### 11 **C. Summary of Settlement Negotiations**

12 The Parties engaged in arm’s-length negotiations over the course of more than two years that  
13 included mediation sessions on July 11, 2022 with mediator Hon. Charles W. McCoy (Ret.) and on August  
14 29, 2024 with Hon. Diane M. Welsh (Ret.). (Grille Decl. ¶ 44.) Before any terms were negotiated,  
15 Plaintiffs had a thorough understanding of the composition of the Settlement Class, the information that  
16 was affected by the Data Breach, the nature of UC Regent’s anticipated defenses to class certification  
17 and on the merits, and the complex technical issues surrounding the claims and defenses. (*Id.* ¶¶ 46.) The  
18 Parties reached an agreement in principle on October 1, 2024 and continued to discuss the details of the  
19 agreement before executing the Settlement Agreement on February 5, 2025. (*Id.* ¶ 47.)

20 The Parties also collaborated on the logistics and substance of the Notice Plan. Plaintiffs’ Counsel  
21 obtained and negotiated bids from five well-established, experienced, and highly regarded class action  
22 notice and administration firms, and ultimately selected a settlement administrator that will offer the best  
23 value to the Settlement Class. (*Id.* ¶ 48)

#### 24 **D. Preliminary Approval**

25 On February 6, 2025, Plaintiffs’ Counsel submitted their motion for preliminary approval of the  
26 Settlement. The Court issued a supplemental briefing order. (*Id.* ¶ 49.) The Parties cooperated to respond  
27 to the Court’s order, and Plaintiffs filed a supplemental brief to address the Court’s questions on the  
28 following three issues: (1) the scope of the release for absent class members; (2) the logistics of the notice

1 and distribution process; and (3) the number of days given to absent class members to cash checks. (*Ibid.*)  
2 The Parties also filed an amended Settlement Agreement pursuant to the Court’s recommendations.  
3 (*Ibid.*)

4 **E. The Reaction of the Class Has Been Favorable**

5 Under the Settlement, UC Regents will pay \$5.8 million to create a non-reversionary cash fund  
6 for Class Members. Notice costs, administration expenses, attorneys’ fees and costs, and service awards,  
7 to the extent awarded by the Court, will be deducted from the fund and the balance will be applied to pay  
8 claims. As part of the Settlement, UC Regents will also implement several enhanced cybersecurity  
9 measures to ensure the safety of the personal information stored in its systems.

10 In consultation with the Court-appointed Settlement Administrator CPT Group (“CPT”),  
11 Plaintiffs’ Counsel drafted the class notice and claim forms in plain English and designed the notice plan  
12 for maximum reach. (Grille Decl. ¶ 66.) The allocation plan is straightforward and accessible to Class  
13 Members. (*Ibid.*) Approximately 98.52% of potential Class Members received direct notice. (Declaration  
14 of Jennifer Forst in support of Plaintiffs’ Unopposed Motion for Final Approval [“Forst Decl.”] ¶ 17.) The  
15 Settlement has been well received by Class Members, with nearly 17,002 valid claims submitted so far,  
16 109 opt-outs, and only one objection. (*Id.* ¶ 20.)

17 The Claims Administrator implemented the notice plan on July 25, 2025, in conformity with the  
18 Court’s June 10, 2025, Preliminary Approval Order. Settlement administration is proceeding as planned,  
19 and Plaintiffs’ Counsel are monitoring the Claims Administrator’s performance and responding to  
20 questions from Class Members as they arise. (*Id.* ¶ 3.)

21 **III. ARGUMENT**

22 **A. The Common Fund Method is Preferred.**

23 The California Supreme Court has affirmed “the historic power of equity to permit . . . a party  
24 *preserving or recovering a fund* for the benefit of others in addition to himself, to recover his costs,  
25 including his attorneys’ fees, from the fund or property itself or directly from the other parties enjoying  
26 the benefit.” (emphasis added) (See *Serrano v. Priest* (1977) 20 Cal. 3d 25, 35.) When litigation results  
27 in such a common fund for the benefit of a plaintiff and others, fee awards are commonly awarded by  
28 “choosing an appropriate percentage of the fund created.” (See *Laffitte v. Robert Half Internat. Inc.*

(2016) 1 Cal.5th 480, 503.) [authorizing the percentage of the fund method to award attorney fees and recognizing the advantages of the percentage of the fund method].) Most California state courts have determined that the percentage method is “preferred” in a common fund case. (*Id.* at 494 [collecting cases].) The settlement amount in this case is a non-reversionary \$5.8 million common fund, and the percentage method is thus preferred.

**B. The Court Should Award a Fee of 33%.**

A 33% fee award of \$1,914,000 is reasonable under California law. California courts have recognized that “fee awards in class actions average around one-third of the recovery” (*Chavez v. Netflix, Inc.* (2008) 162 Cal.App.4th 43, 66, fn. 11.; see also *Laffitte*, 1 Cal.5th at 485) [approving 33% fee award]; *Ha v. Google Inc.*, 2018 WL 1052448, at \*2 (Cal.Super.) [approving 33% fee award]; *Longstreth v. PAQ, Inc.*, 2016 WL 7163981, at \*3 (Cal.Super.) [approving 33% fee award]; *In re FireEye, Inc. Securities Litigation*, 2017 WL 3536993, at \*5 (Cal.Super.) [approving 33% fee award].) To determine the reasonableness of a fee request, California courts typically consider the following factors: (1) the results obtained, (2) the novelty and difficulty of the questions involved, (3) the time and labor required, (4) the experience, reputation, and ability of the attorneys who performed the services, and the skill they displayed in litigation, (5) the contingent nature of the fee award. (See *Serrano*, 20 Cal.3d at 49; *Natural Gas Anti-Trust Cases I, II, III & IV* (Cal. Super. Ct., Dec. 11, 2006, No. 4221) 2006 WL 5377849, at \*2.) Each factor is discussed below.

**1. The Results Obtained for the Class**

The result achieved is a key consideration in awarding a reasonable fee. (*Hensley v. Eckerhart* (1983) 461 U.S. 424, 436 [“most critical factor is the degree of success obtained”].) Here, the \$5.8M settlement represents a substantial return for the 358,541 members of the Settlement Class. (See *Chavez*, 162 Cal.App.4th at 61 [“the dollar value of settlement benefits, and the absolute size of the class of persons who are eligible for the benefit” are measures of a settlement’s success].) The fund will deliver an immediate and certain recovery for claimants without the risk, expense, and delay associated with completing expert discovery, summary judgment, trial, and appeals. When compared to other similar data breach cases, this Settlement is an excellent result for Settlement Class Members. For instance, the following are all data-privacy cases that have been approved by courts: (*In re Google Plus Profile*

1 *Litigation* (N.D. Cal., Jan. 25, 2021, No. 5:18-cv-06164-EJD-VKD) 2021 WL 242887, at \*1 [settlement  
2 fund of \$7.5 million for 161 million Google+ users whose personal information was exposed]; *In re:*  
3 *Vizio, Inc., Consumer Privacy Litigation* (C.D. Cal. July 31, 2017), No. 8:16-ml-02693-JLS-KES  
4 [settlement fund of \$17 million for 16 million class members for unauthorized collection and disclosure  
5 of information from customers' VIZIO smart TVs, including IP addresses and device identifiers]; *Corona*  
6 *v. Sony Pictures Ent., Inc.* (C.D. Cal. 2016), No. 14-cv-09600 RGK [\$4.5 million settlement fund (\$2  
7 million non-reversionary; \$2.5 million reversionary) in relation to 435,000 class members in data breach  
8 case]; *In Re: Banner Health Data Breach Litigation*, (D. Ariz. 2020), Case No. 2:16-cv-02696-PHX-  
9 SRB [\$6 million settlement fund for a class of 2.9 million members, with an additional \$2.9 million in  
10 attorney fees paid separately]; *In re Anthem, Inc. Data Breach Litig.* (N.D. Cal. 2018) 327 F.R.D. 299,  
11 318 [\$115 million settlement fund, for 79.15 million Anthem insureds who had their social security  
12 numbers and health data acquired by unauthorized parties]; *In re The Home Depot, Inc. Customer Data*  
13 *Security Breach Litig.* (N.D. Ga. 2016), No. 1:14-md-02583-TWT [\$13 million settlement fund, an  
14 additional \$6.5 million (paid out of the settlement fund if funds remained after claims) for credit  
15 monitoring services, and \$7.5 million in attorney fees for a class of over 40 million Home Depot  
16 consumers who had their payment data acquired by unauthorized parties]; *In re Target Corp. Customer*  
17 *Data Security Breach Litig.* (D. Minn. 2015), No. 0:14-md-02522-PAM [\$10 million settlement fund and  
18 \$6.75 million in attorney fees for up to 110 million Target consumers who had their payment data  
19 acquired by unauthorized parties.]) As part of the Settlement, UC Regents has also agreed to implement  
20 a number of enhanced cybersecurity measures aimed at securing individuals' information and preventing  
21 future breaches, including: (1) measures to secure, encrypt, and destroy the information exfiltrated in the  
22 data breach, (2) employing and maintaining a dedicated department or position within the UC system to  
23 monitor cybersecurity compliance, (3) and the implementation of preventative measures, including  
24 increased data monitoring, periodic audits, and security awareness trainings among UC staff. These  
25 enhanced cybersecurity measures directly address vulnerabilities that Plaintiffs allege caused the Data  
26 Breach. The results obtained here weigh heavily in favor of the reasonableness of a 33% fee.  
27  
28

1                   **2.       The Novelty and Difficulty of the Questions Involved**

2           The novelty and difficulty of the issues involved in this case support a 33% fee award. All class  
3 actions involve a high level of risk, expense, and complexity, but the emerging and evolving area of data  
4 breach litigation is especially risky and complex. (See *In re Sonic Corp. Customer Data Security Breach*  
5 *Litigation* (N.D. Ohio, Aug. 12, 2019, No. 1:17-MD-2807) 2019 WL 3773737, at \*7 [“Data breach  
6 litigation is complex and risky.”].) Regarding the CMIA claims, UC Regents twice moved to strike the  
7 claim for statutory damages based on public entity immunity under Government Code section 818, and  
8 even though the Court upheld the claim, UC Regents expressed its intent to appeal the ruling. (Grille Decl.  
9 ¶ 63) Plaintiffs would further need to prove that information exposed in the data breach qualified as  
10 “medical information” under the statute, a point that UC Regents vigorously disputed. (*Ibid.*) The parties  
11 were in dispute as to whether the UCUES survey responses constituted medical information or that UC  
12 Regents was acting as a provider of health care under Civil Code section 56.06 in connection with its  
13 administration of the survey, with little relevant precedent to guide the analysis. (*Ibid.*) Furthermore,  
14 Plaintiffs’ IPA, negligence, and invasion of privacy claims required Plaintiffs to prove actual damages,  
15 which is notoriously complex in data breach cases where the privacy violation is an intangible harm and  
16 UC Regents would argue that questions of whether class members’ information was misused raises  
17 individualized issues. Plaintiffs worked carefully with leading experts to develop complex damages  
18 methodologies. (*Id.* ¶ 64.) Plaintiffs intended to introduce damage models based on calculating the value  
19 of time spent remediating the consequences of the data breach based on a “market rate,” as well as models  
20 measuring the lost value of plaintiffs’ PII. (*Id.* ¶ 40.) Although Plaintiffs are confident in the merit of these  
21 methodologies, they remain contested, and Plaintiffs faced an uphill battle in proving actual damages at  
22 class certification. Furthermore, Plaintiffs had to contend with the issue of Accellion’s comparative fault  
23 in causing the data breach and the resulting harms inflicted on Plaintiffs and Class Members.

24                   **3.       The Time and Labor Required**

25           The time and effort required to achieve the Settlement also confirms the reasonableness of the  
26 requested fee award. Prior to filing the complaint, Plaintiffs’ Counsel conducted a thorough investigation  
27 into the data breach, including but not limited to interviews of individuals affected by the data breach and  
28 a thorough review of the relevant cybersecurity reports on the incident. (Grille Decl. ¶ 19.) Discovery in

1 this case involved a labor-intensive review of tens of thousands of pages of documents and several  
2 depositions. (*Id.* ¶¶ 38-39.) Plaintiffs’ Counsel also prevailed on multiple challenges to the pleadings and  
3 successfully litigated multiple key discovery motions. (*Id.* ¶ 31-34, 41.) Plaintiffs also worked with  
4 leading experts to craft damages methodologies to support their claims for actual damages and invested  
5 significant effort into preparing for class certification before the parties reached a settlement. (*Id.* ¶ 42.)  
6 Plaintiffs’ Counsel also expended time and effort coordinating with the related federal litigation against  
7 Accellion. (*Id.* ¶ 27.) Plaintiffs’ counsel’s lodestar reflects the significant time and effort required to  
8 advance Plaintiffs’ complex claims in the face of UC Regents’ vigorous defenses.

#### 9                   **4.       The Experience, Reputation, Ability, and Skill Displayed by Counsel**

10           The skill, experience, reputation, and ability of the attorneys who prosecuted this case further  
11 support the requested award. Plaintiffs’ Counsel in this matter have extensive experience litigating and  
12 serving as counsel in numerous consumer class actions, including in other data breach cases. (See Grille  
13 Decl. ¶ 77; Exs. 1-3, 11.) The value of the settlement achieved in this case is a testament to their work.  
14 As detailed in each firm’s resume, Plaintiffs’ Counsel have been involved as lead counsel, liaison counsel,  
15 or co-counsel in many large data breach and class action cases in the country, resulting in a multitude of  
16 beneficial results to class members in California and throughout the United States. (*Ibid*; *In re California*  
17 *Indirect Purchases X-Ray Film Antitrust Litig.*, 1998 WL 1031494, at \*8 (Cal.Super.) [counsel’s  
18 “extensive experience” in related class actions supported the requested fee award].) In addition to  
19 working through the complex legal issues described above, Plaintiffs’ Counsel navigated a complex web  
20 of related federal and state litigation arising from the Data Breach. Here, counsel’s “history of aggressive,  
21 successful, prosecution of [data breach] cases made credible their commitment to pursue this action until  
22 it provided a fair result for the class.” (*In re California Indirect Purchases*, 1998 WL 1031494, at \*8.)  
23 The experience, reputation, and performance of counsel also weigh heavily in favor of the reasonableness  
24 of a 33% fee.

#### 25                   **5.       The Contingent Nature of the Case**

26           Plaintiffs’ Counsel undertook this litigation on a fully contingent basis, assuming the risk that  
27 there would be no recovery. Courts have recognized the important public interests that are served by  
28 lawyers who represent clients on a contingent basis. (See *In re National Collegiate Athletic Association*

1 *Athletic Grant-in-Aid Cap Antitrust Litigation* (N.D. Cal., Dec. 6, 2017, No. 4:14-MD-2541-CW) 2017  
2 WL 6040065, at \*4, *aff'd* (9th Cir. 2019) 768 Fed.Appx. 651.) A contingent fee contract provides “for a  
3 larger compensation than would otherwise be reasonable” because “it involves a gamble on the result[.]”  
4 (*Ketchum v. Moses* (2001) 24 Cal.4th 1122, 1132.). Data breach cases are particularly risky given the  
5 evolving nature of the field and the complex issues described in Section B(2). (*Gordon v. Chipotle*  
6 *Mexican Grill, Inc.* (D. Colo., Dec. 16, 2019, No. 17-CV-01415-CMA-SKC) 2019 WL 6972701, at \*1  
7 [“Data breach cases . . . are particularly risky, expensive, and complex.”]; *In re Sonic Corp.*, 2019 WL  
8 3773737 at \*7.) Given the substantial risk Plaintiffs faced in prevailing on their claims, the contingent  
9 nature of the case justifies a 33% fee award.

#### 10 **6. Awards in Similar Cases**

11 Finally, the request for a fee award of 33% of the settlement fund falls within the parameters of  
12 percentage fees awarded in other class action litigation in California courts, including in privacy cases.  
13 (See, e.g., *In re Forefront Data Breach Litigation* (E.D. Wis., Mar. 22, 2023, No. 21-CV-887) 2023 WL  
14 6215366, at \*9 [affirming 33% award]; *Aguilar Auto Repair, Inc. v. Wells Fargo Bank, N.A.* (N.D. Cal.,  
15 May 23, 2025, No. 23-CV-06265-LJC) 2025 WL 1753509, at \*9 [awarding one-third of settlement fund  
16 in privacy case]; *In re MCG Health Data Security Issue Litigation*, (W.D. Wash. Oct. 9, 2024), No. 2:22-  
17 cv-00849, ECF Nos. 88, 94 [awarding 33.3% in privacy case]; *In re Pacific Enterprises Sec. Litig.*, (9th  
18 Cir. 1995) 47 F.3d 373, 379 [affirming 33% award]; *Laffitte v. Robert Half Internat. Inc.* (2016) 1 Cal.5th  
19 480 [approving 33% fee award]; *Ha v. Google Inc.*, 2018 WL 1052448, at \*2 (Cal.Super.) [approving  
20 33% fee award]; *Longstreth v. PAQ, Inc.*, 2016 WL 7163981, at \*3 (Cal.Super.) [approving 33% fee  
21 award]; *In re FireEye, Inc. Securities Litigation*, 2017 WL 3536993, at \*5 (Cal.Super.) [approving 33%  
22 fee award].)

#### 23 **7. A Lodestar Cross-Check Confirms the Reasonableness of the Fee Request**

24 Plaintiffs’ Counsel’s fee award would at most be 65% of their lodestar, and “[t]he resulting so-  
25 called negative multiplier suggests that the percentage-based amount is reasonable and fair based on the  
26 time and effort expended by class counsel.” (*In re Portal Software, Inc. Securities Litigation* (N.D. Cal.,  
27  
28

1 Nov. 26, 2007, No. C-03-5138 VRW) 2007 WL 4171201, at \*16).<sup>4</sup> From the inception of the case to the  
2 date of this filing, Plaintiffs’ Counsel spent 4,452.15 hours prosecuting this litigation with a resulting  
3 lodestar of \$2,938,361.80. (Grille Decl. ¶ 75.) Both the number of hours expended, and Plaintiffs’  
4 Counsel’s hourly rates, are reasonable. As with most privacy cases, Plaintiffs’ Counsel had to expend  
5 substantial time on discovery, expert work, and motion practice. Defendants produced thousands of pages  
6 of documents, which Plaintiffs’ Counsel carefully coded and reviewed. (*Id.* ¶ 39.) The documents raised  
7 a variety of technical issues, which required close consultation with experts. (*Id.* ¶¶ 39-40.) Plaintiffs  
8 also deposed several UC Regents’ employees, again relying on expert consultations to prepare for  
9 examination relating to technical subject matters. (*Id.* ¶ 38.) This case also involved hard-fought motion  
10 practice, including several rounds of demurrer briefing, discovery motions, and work on Plaintiffs’  
11 motion for class certification and expert reports. (*Id.* ¶ 31-34, 41.) Counsel also took measures to reduce  
12 waste and inefficiency. Plaintiffs’ Counsel also put in place billing protocols and reviewed time records  
13 to avoid unnecessary billing. The lodestar attributable to timekeepers with less than 10 hours has been  
14 excluded.

15 Plaintiffs’ Counsel’s hourly rates for attorneys range from \$250 to \$1,195, and from \$225 to \$355  
16 for litigation professionals such as paralegals. (*Id.* ¶ 79.) These rates are consistent with rates approved  
17 in complex class actions in California courts. (See *In re MacBook Keyboard Litigation* (N.D. Cal., May  
18 25, 2023, No. 5:18-CV-02813-EJD) 2023 WL 3688452, at \*15 [approving partner rates up to \$1,195,  
19 associate rates up to \$850, \$425 for contract attorneys, and \$325 for paralegals]); (*Ramirez v. Trans*  
20 *Union, LLC* (N.D. Cal., Dec. 15, 2022, No. 12-CV-00632-JSC) 2022 WL 17722395, at \*9 [finding hourly  
21 rates ranging from \$1,325 to \$455 to be “generally in line with rates prevailing in this community for  
22 similar services by lawyers of reasonably comparable skill, experience and reputation”]). The hourly  
23

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24 <sup>4</sup> In *Laffitte*, the Court also “note[d] that trial courts conducting lodestar cross-checks have generally  
25 not been required to closely scrutinize each claimed attorney-hour, but instead have used information  
26 on attorney time to ‘focus on the general question of whether the fee award appropriately reflects the  
27 degree of time and effort expended by the attorneys.’ . . . The trial court in the present case exercised  
28 its discretion in this manner, performing the cross-check using counsel declarations summarizing  
overall time spent, rather than demanding and scrutinizing daily time sheets in which the work  
performed was broken down by individual task.” (*Laffitte*, 1 Cal. 5th at 505.)



1 rates of Class Counsel have been repeatedly approved by California courts. E.g. *MacBook*, 2023 WL  
2 3688452, at \*15; *In re California Gasoline Spot Mkt. Antitrust Litig.*, 2025 WL 822665, at \*9 (N.D. Cal.  
3 Mar. 14, 2025); Grille Decl. ¶ 78; *Id.*, Exs. 1-3 ¶ 5.)

4 Applying any metric, Plaintiffs’ Counsel’s total fee request is reasonable.

5 **C. Plaintiffs’ Counsel Should be Reimbursed for Litigation Expenses**

6 Plaintiffs’ Counsel also requests reimbursement of \$169, 295.58 in expenses incurred prosecuting  
7 this action. California law allows recovery of pre-settlement litigation costs in the context of class action  
8 settlements. Expenses of the type normally charged to hourly paying clients are reimbursable. (See, e.g.,  
9 *Harris v. Marhoefer* (9<sup>th</sup> Cir. 1994) 24 F.3d 16, 19 [recovery of “those out-of-pocket expenses that ‘would  
10 normally be charged to a paying client’” are reimbursable]; *Beasley v. Wells Fargo Bank* (1991) 235 Cal.  
11 App. 3d 1407, 1419; *Bussey v. Affleck* (1990) 225 Cal. App. 3d 1162, 1166.) Plaintiffs’ Counsel seeks  
12 reimbursement for filing fees, legal research, travel costs, photocopies, postage, and other fees incurred  
13 in the ordinary operation of practicing law. These expenses, which are detailed in the Grille Declaration  
14 and the accompanying co-counsel declarations, were advanced for the benefit of the Class and were  
15 reasonably incurred and necessary to achieving the result. (Grille Decl. ¶¶ 84-85; *Id.* at Exs. 1-2 Ex. B.)  
16 Plaintiffs’ Counsel may incur more expenses in connection with the final approval hearing and settlement  
17 administration. (*Id.* ¶ 85.) Plaintiffs’ Counsel respectfully reserves the right to seek reimbursement for  
18 those expenses and will provide a revised figure with Plaintiffs’ reply brief in support of motion for  
19 attorneys’ fees, expenses, and service awards, due on November 3, 2025.

20 **D. The Court Should Award Service Awards for Class Representatives**

21 Plaintiffs’ Counsel respectfully requests that the Court approve a \$2,500 service award to each  
22 Settlement Class Representative, which is in accordance with the parameters outlined in *Clark v.*  
23 *American Residential Services LLC*. (2009) 175 Cal.App.4th 785. The “relevant factors” courts consider  
24 in awarding incentive awards include (1) “the actions the plaintiff has taken to protect the interests of the  
25 class,” (2) “the degree to which the class has benefitted from those actions,” and (3) “the amount of time  
26 and effort the plaintiff expended in pursuing the litigation.” (See *Clark*, 175 Cal.App.4th at 456.)  
27 Plaintiffs in the instant case have devoted significant time and effort to prosecuting this case, helping  
28 counsel prepare the complaints, monitoring and communicating with counsel about case developments,

1 responding to written discovery requests served by UC Regents, and gathering and producing documents.  
2 (See Grille Decl., Exs. 4-9 ¶¶ 4-8.) Further, Plaintiffs’ affiliation with this litigation caused their names  
3 to appear publicly in the Court’s records, in the settlement notice materials, and become discoverable  
4 through a simple online search. (*Id.* ¶ 11.) This, therefore, increased likelihood of receiving notoriety  
5 and/or negative publicity. Further, the resolution of this litigation did not benefit Plaintiffs in a manner  
6 distinct from the rest of the Class, yet they each carried out the additional burdens required of Class  
7 Representative regardless. (*Id.* ¶¶ 2, 11-12.) This too supports granting Plaintiffs an award for their  
8 service to the Class and the outcome achieved on their behalf. Lastly, Plaintiffs did not face financial risk  
9 by commencing this lawsuit, but the uncertainty of recovery in any lawsuit, and particularly a data breach  
10 lawsuit, meant that Plaintiffs risked sacrificing their time and effort to achieve a positive outcome for the  
11 Class without any guarantee it would yield a successful result.

12 The requested service award of \$2,500 is routinely awarded in similar cases. (See  
13 *Bellinghausen v. Tractor Supply Company* (N.D. Cal. 2015) 306 F.R.D. 245, 266 [Awards “typically  
14 range from \$2,000 to \$10,000.”] [collecting cases]; *In re Yahoo! Inc. Customer Data Sec. Breach Litig.*  
15 (N.D. Cal., July 22, 2020, No. 16-MD-02752-LHK) 2020 WL 4212811, at \*43 [awarding \$2,500 to class  
16 representatives who were not deposed or subjected to forensic imaging]; *In re TracFone Unlimited*  
17 *Service Plan Litigation* (N.D. Cal. 2015) 112 F.Supp.3d 993, 1010 (finding service award of \$2,500  
18 reasonable where plaintiffs “provided information to Class Counsel, gathered documents, reviewed  
19 pleadings, stayed updated about the litigation, reviewed and approved the proposed Settlement, and, in  
20 the case of one plaintiff, had their deposition taken.”); *Munoz v. BCI Coca-Cola Bottling Co. of Los*  
21 *Angeles* (2010) 186 Cal.App.4th 399, 412 [approving \$5,000 service awards].)

#### 22 **IV. CONCLUSION**

23 For the reasons stated above, Plaintiffs respectfully request that the Court grant their request for  
24 attorneys’ fees, litigation expenses, and service awards.

25 Dated: September 15, 2025

Respectfully submitted,

26 By: /s/ Simon S. Grille

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1 **PROOF OF SERVICE**

2 I, Marie Montoya, hereby declare as follows:

3 On September 15, 2025, I caused the following to be filed and served *via* One Legal:

- 4 • **MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT OF**  
5 **MOTION FOR ATTORNEYS' FEES, LITIGATION EXPENSES, AND**  
6 **SERVICE AWARDS**

6 On:

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23 I declare under penalty of perjury under the laws of the State of California that the  
24 foregoing is true and correct. Executed on September 15, 2025 at Los Angeles, California.

25  
26 /s/ Marie Montoya

27 Marie Montoya