

**IN THE IOWA DISTRICT COURT IN AND FOR DALLAS COUNTY**

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<p>MARTIN ROGERS, et al.,</p> <p style="text-align: center;">Plaintiffs,</p> <p style="text-align: center;">v.</p> <p>DES MOINES ORTHOPAEDIC SURGEONS, P.C.,</p> <p style="text-align: center;">Defendant.</p>	<p>Case No. 05251CVCV044835</p>
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**PLAINTIFFS’ MOTION FOR APPROVAL OF ATTORNEYS’ FEES, EXPENSES,  
AND SERVICE AWARDS AND MEMORANDUM IN SUPPORT**

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In conjunction with final approval of the class action settlement of this case, set for hearing on April 2, 2026, Plaintiffs Martin Rogers, Phoebe Gossman, Steven Peasley, Louise Peasley, Nikki Grote, Michael Hamilton, Mark Hart, Norman Lewman, Kristy Irwin, Teri Casey, and Larry Rogers (“Plaintiffs” or “Class Representatives”), respectfully move the Court, by counsel, to approve the agreed upon payments by Defendant Des Moines Orthopaedic Surgeons, P.C. (“Defendant” or “DMOS”) of: (1) \$900,000 to Class Counsel as attorneys’ fees and expenses; and (2) \$1,500 to each of the named Plaintiffs as service awards. Defendant does not object to the relief sought by this Motion. The attorneys’ fees and expense request represents approximately 23% of the settlement fund made available to the class. <sup>1</sup>

**INTRODUCTION**

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<sup>1</sup> The Settlement provides for monetary relief of up to \$1,000,000, plus 3 years of 3-bureau credit monitoring (valued at approximately \$2,600,000 at a 2% claims rate), and \$250,000 in enhanced data security practices, totaling \$3,850,000 in class benefits, exclusive of attorneys’ fees and expenses. *See* Declaration of Class Counsel in support of Plaintiffs’ Motion for Approval of Attorneys’ Fees, Expenses, and Service Award (“Class Counsel Decl.”), ¶ 2. This figure does not include settlement administration costs, which will bring the total settlement benefit in excess of \$4,000,000.

On November 25, 2025, the Court preliminarily approved a proposed class action settlement between Plaintiffs and DMOS to resolve this litigation relating to a data incident DMOS experienced that potentially exposed the Private Information of Plaintiffs and approximately 300,000 of its patients and prospective patients. Through the efforts of the Plaintiffs and Class Counsel, the settlement provides significant benefits for the hundreds of thousands of Class Members, including: (1) reimbursement for documented ordinary out-of-pocket losses of up to \$400, (2) reimbursement for up to four (4) hours lost time (at a rate of \$25 per hour), and (3) reimbursement for documented extraordinary losses of up to \$5,000. Settlement ¶ 51. As an alternative to seeking reimbursement of out-of-pocket losses, extraordinary losses, and lost time, Class Members may claim a \$25 Alternative Cash Payment, or a \$100 Alternative Cash Payment if their Social Security Number was affected by the Data Incident, with no proof of loss. *Id.* Monetary relief is subject to an aggregate cap of \$1,000,000. *Id.* However, the total value of the Settlement far exceeds that amount, as the Settlement includes valuable credit monitoring and business practice changes that add tens of millions in value to the Settlement Class.

Throughout this litigation, Class Counsel have zealously prosecuted Plaintiffs' claims, achieving the Settlement only after extensive investigation and prolonged arm's-length negotiations. As compensation for the substantial benefits conferred upon the Settlement Class, Class Counsel respectfully moves the Court for a combined award of attorneys' fees and costs totaling \$900,000 to be paid by Defendant separate and apart from the settlement benefits. Plaintiffs' motion should be granted because the request is reasonable and appropriate considering the substantial risks presented in prosecuting this action; the quality and extent of work conducted; the stakes of the case; and because the costs incurred were reasonable and

necessary for the litigation. Plaintiffs also respectfully move the Court for an award of \$1,500 each to the Class Representatives, to be paid separate and apart from the settlement benefits, for their work on behalf of the Class and for achieving benefits for the Class Members.

### **INCORPORATION BY REFERENCE**

Class Counsel hereby incorporates by reference the Unopposed Motion and Memorandum in support of Preliminary Approval of Class Action Settlement.

### **LITIGATION AND SETTLEMENT**

#### **Following the Data Incident, Plaintiffs brought multiple suits against Defendant.**

Defendant owns and operates an orthopedic medicine practice in and around Des Moines, Iowa. During its normal business operations, Defendant collects and maintains the sensitive Private Information of its prospective and actual patients as a requirement of obtaining consultations and/or services.

Defendant determined that its computer network had been accessed and exfiltrated by an unauthorized user from February 15, 2023, through February 17, 2023 (the “Data Incident”). The type of Private Information accessed by the unauthorized actor in the Data Incident included names, Social Security numbers, dates of birth, driver’s license numbers and/or state identification numbers, passports, direct deposit bank information, medical information, health insurance information, and other sensitive information (collectively “Private Information”).

Defendant issued notice to those whose Private Information was exfiltrated on or around January 2024. Plaintiffs and Class Members are all living individuals who were sent a notice by Defendant that their Private Information may have been impacted in the Data Incident. Settlement ¶ 47. The Settlement Class is estimated to be 307,842 individuals in total, and it is believed that almost the entire class consisted of Defendant’s former and current patients.

Following the issuance of notice, Plaintiffs retained counsel and pursued litigation against Defendant in state and federal court to vindicate their rights. The first complaint was filed February 2, 2024, in the federal court for the Southern District of Iowa, *Nikki Grote v. Des Moines Orthopedic Surgeons, P.C.* (No. 4:23-cv-00041-SHL-WPK). Shortly thereafter, two additional actions were filed, *Norman Lewman v. Des Moines Orthopedic Surgeons, P.C.* (4:24-cv-00049-SHL-WBJ) (filed Feb. 8, 2024), and *Mark Hart v. Des Moines Orthopedic Surgeons, P.C.* (4:24-cv-00059-SHL-HCA) (filed Feb. 13, 2024). Plaintiffs later dismissed their federal actions, bringing claims in Iowa state court, and ultimately filing an Amended Petition in this Court.

**The Parties exchanged informal discovery and attended mediation to resolve the claims at issue in this litigation.**

Following the filing of the Amended Petition, the Parties proceeded to litigate this matter while concurrently engaging in arm's length negotiations to explore settlement possibilities. To facilitate those negotiations, the Parties agreed to mediate Plaintiffs' claims with Jill Sperber, Esq. of Judicate West ("Ms. Sperber")—a renowned mediator in the data privacy litigation space. Ms. Sperber is a widely respected mediator with extensive experience settling complex data privacy matters. The Parties exchanged informal discovery related to the merits of Plaintiffs' claims, Defendant's claims, class certification, summary judgment, and wholly discussed their respective positions as to liability, class certification, summary judgment, and trial. This informal exchange of information, combined with Plaintiffs' individual research and the relevant experience of Class Counsel, allowed counsel to fully evaluate the strengths and weaknesses of Plaintiffs' case, and to conduct fully informed settlement negotiations.

Once properly apprised of each side's respective position, the Parties attended mediation on June 25, 2025, with Ms. Sperber. After a full day of arms' length, contentious, but respectful

negotiations, and with the assistance of Ms. Sperber, the Parties agreed to the essential terms of the settlement agreement. Over the next several months, the Parties diligently drafted, negotiated, and finalized the settlement agreement, notice forms, unopposed motion for preliminary approval, and agreed upon a settlement administrator. The Settlement Agreement was finalized by the Parties in August 2025.

**The Court preliminarily approved the settlement, and notice was issued to the Class.**

On November 25, 2025, the Court granted preliminary approval to the Settlement. As part of preliminary approval, the Court certified the Settlement Class and found that, upon preliminary review, “the Settlement is fair, reasonable, and adequate to warrant providing notice of the Settlement to the Settlement Class.” Notice of the Settlement was subsequently issued to Class Members, and this motion for fees is being filed prior to the deadline for Class Members to object or opt out of the Settlement, so that Class Members can consider it prior to making those decisions. To date, no class member has objected to the attorneys’ fee and expense or service award requests. *See* Class Counsel Decl., ¶ 9.

**DISCUSSION**

Class Counsel pursued this litigation on a contingency fee basis, meaning they have not yet been paid for their work or reimbursed for their expenses, and have borne the risk of never being paid were litigation unsuccessful. *See* Class Counsel Decl., ¶ 4. Now that Class Counsel’s efforts have resulted in the substantial Settlement that provides for millions in benefits, in conjunction with final approval, the Court should also approve payment to Class Counsel of reasonable attorneys’ fees and expenses. Likewise, the Court should recognize that Class Representatives pursued this case for the benefit of approximately 300,000 Class Members, and have obtained a substantial benefit for the Class. Class Representatives’ efforts should be

recognized with approval of modest Service Awards of \$1,500 each. These requested payments are all reasonable and are commensurate with awards in similar actions.

**The Court should approve the agreed upon payment of attorneys' fees and expenses to Class Counsel.**

Rule 1.275 of the Iowa Rules of Civil Procedure makes attorneys' fees in class actions "subject to the control of the court." Iowa R. Civ. P. 275(1). The Rule recognizes that "the court may order reasonable attorneys' fees and litigation expenses of the class to be paid from the recovery." Iowa R. Civ. P. 1.275(2).

Rule 1.275(3) provides that "[i]n determining the amount of attorney's fees for a prevailing class the court shall consider all of the following factors:"

- a. The time and effort expended by the attorney in the litigation, including the nature, extent, and quality of the services rendered.
- b. Results achieved and benefits conferred upon the class.
- c. The magnitude, complexity, and uniqueness of the litigation.
- d. The contingent nature of success.
- e. [factors relevant only when declaratory relief is involved]
- f. Appropriate criteria in the Iowa Rules of Professional Conduct.

*See* Iowa R. Civ. P. 1.275(3).

Iowa Rule of Professional Conduct 1.5(a) then sets forth the additional criteria referenced in Iowa Rule of Civil Procedure 1.275(3)(f), some of which overlap with those in Subsections 1.275(3)(a)–(d):

- (1) the time and labor required, the novelty and difficulty of the questions involved, and the skill requisite to perform the legal service properly;
- (2) the likelihood, if apparent to the client, that the acceptance of the particular employment will preclude other employment by the lawyer;
- (3) the fee customarily charged in the locality for similar legal services;

- (4) the amount involved and the results obtained;
- (5) the time limitations imposed by the client or by the circumstances;
- (6) the nature and length of the professional relationship with the client;
- (7) the experience, reputation, and ability of the lawyer or lawyers performing the services; and
- (8) whether the fee is fixed or contingent.

Iowa R. Prof. Conduct 1.5(a).

In addition, because “[i]nterpretation of class action law in Iowa is scant . . . federal authorities may be consulted.” *Bankr. Est. of Vangilder v. MidwestOne Bank*, 822 N.W.2d 745 (Iowa Ct. App. 2012); *see also City of Dubuque v. Iowa Trust*, 587 N.W.2d 216, 222 (Iowa 1998) (relying on federal authorities for interpretation of Iowa’s prior class action rule); *Zaber v. City of Dubuque*, 902 N.W.2d 282, 287 (Iowa Ct. App. 2017) (looking to federal authorities in the absence of any Iowa authority on the issue of whether a cy pres award from a class action settlement was permissible).

The benefit conferred on the Class is afforded great weight in assessing the reasonableness of a request of attorneys’ fee and expenses. *See Beaver Cnty. Emps. Ret. Fund v. Tile Shop Holdings*, No. 0:14-cv-786-ADM-TNL, 2017 WL 2588950, at \*2 (D. Minn. June 14, 2017) (citing *Hensley v. Eckerhart*, 461 U.S. 424, 436 (1983)). Here, Class Counsel’s significant litigation efforts pushed this case toward an early, positive resolution that benefits a nationwide class. Through this Settlement, Class Counsel obtained over \$3,850,000 in benefits – an outstanding result by any metric.<sup>2</sup> The success of this result is further compounded by the inherent complexity of data privacy litigation. Typical class action complexity was amplified by the nature of this case, which involved novel questions of law and fact that hinged on expert

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<sup>2</sup> This figure assumes a 2% claims rate for credit monitoring.

testimony and untested interpretations of federal and Iowa law. *See, e.g., In re Novant Health, Inc.*, No. 1:22-CV-697, 2024 WL 3028443, at \*10 (M.D.N.C. June 17, 2024) (“Unauthorized data disclosures and data tracking lawsuits present questions of law that are novel and injuries that are challenging to quantify.... The presence of novel and challenging legal and factual questions supports approval of the attorneys’ fee request.”).

In determining the amount of fees to award, courts typically utilize the “percentage-of-the-recovery” method. *In re NuvaRing Prod. Liab. Litig.*, No. 4:08-MDL-1964-RWS, 2014 WL 7271959, \*2 (E.D. Mo. Dec. 18, 2014) (“[U]se of the percentage of the fund method when awarding attorneys’ fees in a common fund case is not only approved, but also ‘well established.’”). The percentage-of-the-recovery approach aids litigants and the courts because it “directly aligns the interests of the class and its counsel and provides a powerful incentive for the efficient prosecution and early resolution of litigation” *Wal-Mart Stores, Inc. v. Visa U.S.A., Inc.*, 396 F.3d 96, 120 (2d. Cir. 2005); *see also Gaskill v. Gordon*, 160 F.3d 361, 363 (7th Cir. 1998) (percentage of fund is “a method of more closely aligning the lawyer’s interests with those of his client by giving him a stake in a successful outcome”). “[U]nder the percentage approach, the class members and the class counsel have the same interest—maximizing the recovery of the class.” Silber and Goodrich, *Common Funds and Common Problems: Fee Objections and Class Counsel’s Response*, 17 *Rev. Litig.* 525, 534 (Summer 1998).

In applying the percent-of-benefit approach, Eighth Circuit courts look at the entirety of the settlement package to determine the value of the “fund” or “benefit”—including such items as potential compensation to Settlement Class Members, attorneys’ fees and costs, and costs of settlement administration—even where the fund created for class members exists independently from the fees agreed to be paid by a defendant. *Johnston v. Comerica Mortg. Corp.*, 83 F.3d 241,

246 (8th Cir. 1996). When using the percentage-of-the-benefit method, “courts have frequently awarded attorney fees between 25 and 36 percent of a common fund in class actions.” *Caligiuri v. Symantec Corp.*, 855 F.3d 860, 866 (8th Cir. 2017) (affirming 33% fee) (quoting *Khoday v. Symantec Corp.*, No. 11-cv-180, 2016 WL 1637039, at \*9 (D. Minn. Apr. 5, 2016)); *In re U.S. Bancorp. Litig.*, 291 F.3d 1035, 1038 (8th Cir. 2002) (affirming 36% fee). Within this range, the most common fee awarded appears to be one-third of the value of the settlement. *See, e.g., Caligiuri*, 855 F.3d at 865–66 (affirming one-third fee); *Huyer v. Wells Fargo & Co.*, 314 F.R.D. 621, 629 (S.D. Iowa 2016) (holding that “[t]he Court finds an award of 33 1/3% of the settlement fund to be in line with other awards in the Eighth Circuit”), *aff’d sub nom. Huyer v. Njema*, 847 F.3d 934 (8th Cir. 2017), *and aff’d sub nom. Huyer v. Buckley*, 849 F.3d 395, 399–400 (8th Cir. 2017); *Barfield v. Sho-Me Power Elec. Co-op*, No. 2:11-cv-4321NKL, 2015 WL 3460346, at \*4 (W.D. Mo. June 1, 2015) (awarding one-third fee and collecting cases awarding one-third fees); *Kelly v. Phiten USA, Inc.*, 277 F.R.D. 564, 571 (S.D. Iowa 2011) (“the Court finds that under the percentage-of-the-fund method, an approximate 33% of the settlement award is fair compensation for Class Counsel”). “As numerous courts have recognized, the normal rate of compensation in the market [is] 33.33% of the common fund recovered because the class action market commands contingency fee agreements and the class counsel accepts a substantial risk of nonpayment.” *Chambers v. Together Credit Union*, No. 19-CV-00842-SPM, 2021 WL 1948452, at \*2 (S.D. Ill. May 14, 2021) (internal quotation omitted).

In data breach cases, in particular, courts have found that an attorneys’ fee award of one-third of the benefit “is customary and typical of like awards.” *All. Ophthalmology, PLLC v. ECL Grp., LLC*, No. 1:22-CV-296, 2024 WL 3203226, at \*15 (M.D.N.C. June 27, 2024) (one-third fee in data breach settlement) (citing *Lamie v. LendingTree, LLC*, No. 22-CV-307, 2024 WL

811519, at \*2 (W.D.N.C. Feb. 27, 2024) (same); *Thomsen v. Morely Cos.*, No. 22-CV-10271, 2023 WL 3437802, at \*2 (E.D. Mich. May 12, 2023) (awarding 33% and finding that amount to be “presumptively reasonable”); *In re Forefront Data Breach Litig.*, No. 21-CV-887, 2023 WL 6215366, at \*8 (E.D. Wis. Mar. 22, 2023) (overruling objector and awarding fee of one-third of gross settlement and 41% of net settlement); *In re Novant Health, Inc.*, 2024 WL 3028443, at \*9 (awarding class counsel fees of one-third of \$6.6 million fund in data privacy settlement); *In re TikTok, Inc., Consumer Priv. Litig.*, 617 F. Supp. 3d 904, 941 (N.D. Ill. 2022) (approving one-third fee of over \$29 million and noting that amount “is typical in other data privacy settlements”), *appeal dismissed sub nom. In re Tiktok Inc., Consumer Priv. Litig.*, No. 22-2682, 2022 WL 19079999 (7th Cir. Oct. 12, 2022).

Importantly, in *King v. Armstrong*, 518 N.W.2d 336, 338 (Iowa 1994), the Iowa Supreme Court affirmed use of the percentage method to award fees in a class action. And in that case, the Court found a fee of 50% of the recovery to be reasonable. *Id.* at 337–38. The Court also stressed that a district court has discretion to determine the appropriate fee and that its decision will be affirmed absent abuse of that discretion. *Id.* at 337.

Moreover, the skill of class counsel also supports the requested fee and expense award. The skill of the attorneys litigating the case is another factor courts evaluate in determining an appropriate attorneys’ fee. *See In re Monosodium Glutamate Antitrust Litig.*, No. 00-md-1328 (PAM), 2003 WL 297276, at \*2 (D. Minn. Feb. 6, 2003) (awarding attorneys’ fees where “[t]he attorneys prosecuted [the] case very skillfully, often under difficult circumstances”). Class Counsel brought the highest quality skills and efficiency to this litigation. Each firm and attorney has significant complex and class action litigation experience. Class Counsel’s experience in prosecuting class action cases has proven to be critical to the efficient prosecution and ultimate

resolution of this case. See *In re Xcel Energy, Inc., Sec., Derivative & ERISA Litig.*, 364 F. Supp. 2d 980, 995-96 (D. Minn. 2005) (“Thus, the effort of counsel in efficiently bringing this case to fair, reasonable and adequate resolution is the best indicator of the experience and ability of the attorneys involved, and this factor supports the court’s award . . .”).

Here, the Court should approve the requested fees, which are well below the standard one-third of the recovery achieved. Indeed, the request for \$900,000 includes expenses that Class Counsel advanced in the litigation. *Tussey v. ABB, Inc.*, No. 06-CV-04305-NKL, 2019 WL 3859763, at \*5 (W.D. Mo. Aug. 16, 2019) (recognizing class counsel are entitled to reimbursement of litigation expenses they advanced) (quoting *Alba Conte*, 1 Attorney Fee Awards § 2:19 (3d ed.)). Those expenses, which total over \$13,547.31, the majority of which relate to mediation, reduce the actual fee being recovered to approximately \$886,452.69, making the actual fee an even smaller fraction of the benefits created by the settlement. Class Counsel Decl. ¶ 6.

The relevant factors under the Iowa Rules of Professional Conduct likewise support awarding the requested fee amount in this case.

First, Civil Procedure Rule 275(3)(a) and Professional Conduct Rule 1.5(a)(1), relating to the time and effort expended by the attorney in the litigation, including the nature, extent, and quality of the services rendered, favor approval of the requested fee. Here, Class Counsel has spent over 802.6 hours prosecuting the case and incurred a lodestar at their normal hourly rates of \$642,207.40. Class Counsel Decl. ¶ 7. As of now, that results in a multiplier on the requested fee of just 1.40. *Id.* This is well within (and, in fact, below) the range of multipliers that courts deem to be reasonable. See, e.g., *In re Xcel Energy*, 364 F. Supp. 2d at 999 (D. Minn. 2005) (approving multiplier of 4.7 and citing other class action cases approving multipliers ranging

from 4.3 to 6.96); *See In re UnitedHealth Grp.*, 643 F. Supp. 2d 1094, 1106 (D. Minn. 2009)(using lodestar cross-check and finding appropriate a multiplier of nearly 6.5); *Yarrington v. Solvay Pharm, Inc.*, 697 F. Supp. 2d 1057, 1067 (D. Minn. 2010) (2.26 multiplier was “modest” and reasonable “given the risk of continued litigation, the high-quality work performed, and the substantial benefit to the Class”); *Dworsky v. Bank Shares Inc.*, No. 3-93-13, 1993 WL 331012, at \*2 (D. Minn. May 3, 1993) (approving 2.75 multiplier); *In re St. Paul Travelers Sec. Litig.*, Civ. No. 04-3801 JRT-FLN, 2006 WL 1116118, at \*1 (D. Minn. Apr. 25, 2006) (approving 3.9 multiplier);

Moreover, Class Counsel will incur additional attorney time relating to briefing and arguing final approval and then to administering the settlement, both of which will increase their lodestar in the case and further reduce the multiplier, making the requested fee even more reasonable. Class Counsel Decl. ¶ 7.

Second, Civil Procedure Rule 275(3)(b) and Professional Conduct Rule 1.5(a)(4), relating to the results achieved and benefits conferred upon the class, support approval of the requested fee. The Settlement provides numerous benefits: (1) up to \$1,000,000 in cash payments; (2) credit monitoring valued at \$432 per Class Member (theoretically providing over \$100 million if all Class Members took advantage, and providing over \$2,600,000 in value if just 2% of Class Members choose this benefit); (3) Defendant will increase data security spending by \$250,000 for three years; (4) Defendant will pay all the costs of notice and administration; and (5) Defendant will pay attorneys’ fees and expenses of \$900,000 and service awards of \$1,500, on top of all the other benefits. *See Declaration of Class Counsel in Support of Plaintiff’s Unopposed Motion for Preliminary Approval of Class Action Settlement (“Class Counsel’s Nov. 5, 2025 Prelim. Approval Decl.”) ¶¶ 9–14 (filed Nov. 25, 2025)* This relief is substantial and was

achieved efficiently, making it more valuable to Class Members because it will be made available promptly, rather than after years of risky litigation.

Third, Civil Procedure Rule 275(3)(c), relating to the magnitude, complexity, and uniqueness of the litigation, supports approval. Courts across the country have recognized that “[d]ata breach cases such as the instant case are particularly risky, expensive, and complex.” *Gordon v. Chipotle Mexican Grill, Inc.*, No. 17-CV-01415-CMA-SKC, 2019 WL 6972701, at \*1 (D. Colo. Dec. 16, 2019) (collecting cases); *see also In re Equifax Inc. Customer Data Sec. Breach Litig.*, No. 17-CV-2800, 2020 WL 256132, at \*32 (N.D. Ga. Mar. 17, 2020) (recognizing novel and difficult questions surround data breach litigation), *rev’d in part on other grounds*, 999 F.3d 1247 (11th Cir. 2021); *In re TikTok, Inc., Consumer Priv. Litig.*, 617 F. Supp. 3d at 941 (stating “[d]ata privacy law is a relatively undeveloped and technically complex body of law”); *see also e.g., Xcel Energy*, 364 F. Supp. 2d at 994 (stating that “[t]he risk of no recovery in complex cases of this sort is not merely hypothetical” and that “[p]recedent is replete with situations in which attorneys representing a class have devoted substantial resources in terms of time and advanced costs yet have lost the case despite their advocacy”); *In re UnitedHealth Group Inc. S’holder Derivative Litig.*, 631 F. Supp. 2d 1151, 1160 (D. Minn. 2009) (“[T]he Court finds a multiplier of 2.75 appropriate. Counsel took the case on a contingent basis, working without pay for three years and assuming the risk of a null recovery.”). As one court aptly remarked in another complex litigation matter, “[i]t is known from past experience that no matter how confident one may be of the outcome of litigation, such confidence is often misplaced.” *See West Virginia v. Chas. Pfizer & Co.*, 314 F. Supp. 710, 743-44 (S.D.N.Y. 1970), *aff’d*, 440 F.2d 1079 (2d Cir. 1971).

Fourth, Civil Procedure Rule 275(3)(d) and Professional Conduct Rule 1.5(a)(8), relating to the contingent nature of success, strongly support approval of the requested fee. Class Counsel took this case on a 100% contingent fee basis, meaning they invested their time and their money prosecuting the litigation and advancing the expenses necessary to do so, all at the risk they might never receive a dime for their labor or be reimbursed for their expenses. Class Counsel Decl. ¶ 4. This supports a meaningful fee award.

Fifth, Professional Conduct Rule 1.5(a)(3), relating to the fee customarily charged in the locality for similar legal services, supports approval of the requested fee. “Courts often recognize national market rates when deciding reasonable billing rates for complex class action litigation.” *Ciarciello v. Bioventus Inc.*, 760 F. Supp. 3d 377, 401 (M.D.N.C. 2024). And, as demonstrated by the cases cited above, “the normal rate of compensation in the market [is] 33.33% of the common fund recovered because the class action market commands contingency fee agreements and the class counsel accepts a substantial risk of nonpayment.” *Chambers v. Together Credit Union*, No. 19-CV-00842-SPM, 2021 WL 1948452, at \*2 (S.D. Ill. May 14, 2021) (internal quotation omitted). The requested fee here is well below one-third of the benefits made available by the settlement.

Sixth, Professional Conduct Rule 1.5(a)(7), relating to the experience, reputation, and ability of the lawyers performing the services, supports approval of the requested fee. Class Counsel have extensive experience in complex class actions nationwide, and particularly in data breach class actions. Class Counsel’s Nov. 5, 2025 Prelim. Approval Decl. ¶¶ 27–42 & Exs. 1–3.

Finally, the other factors listed in Professional Conduct Rule 1.5(a)(2), (5), and (6), relating to time limitations and the length of the professional relationship with the client, are neutral. Those factors are largely inapplicable in the class action context because those factors

focus on higher fees that may be reasonable for corporate and long-term clients, rather than focusing on consumer clients who are unlikely to have an ongoing relationship with a class action firm.

Considering the relevant factors under the Iowa Rules of Professional Conduct, the Court should approve the agreed upon amount of \$900,000 in attorneys' fees and expenses to be paid by Defendant in addition to the other benefits of the settlement.

**The Court should approve modest Service Awards of \$1,500 to each Class Representative, which are well within (or below) the amounts usually awarded.**

The Court should likewise approve modest service awards of \$1,500 to each Class Representative in recognition of their efforts bringing this litigation and achieving substantial benefits for the Class. Apart from Class Counsel, “[a]t the conclusion of a class action, the class representatives are eligible for a special payment in recognition of their service to the class.” 5 Newberg on Class Actions § 17:1 (5th ed. 2015). “Courts often grant service awards to named plaintiffs in class action suits to ‘promote the public policy of encouraging individuals to undertake the responsibility of representative lawsuits.’” *Caligiuri*, 855 F.3d at 867 (quotation omitted). Otherwise, most people could not afford to spend the time and effort to pursue what would provide only a modest individual recovery for the effort involved but would also benefit thousands of other people who do not have to expend any time or resources. *See id.* As to amount, courts “regularly grant service awards of \$10,000 or greater.” *Caligiuri*, 855 F.3d at 867 (approving \$10,000 service award) (citing *Huyer*, 847 F.3d at 941 (affirming approval of settlement that included \$10,000 service awards to named plaintiffs); *Jones v. Casey’s Gen. Stores, Inc.*, 266 F.R.D. 222, 231 (S.D. Iowa 2009) (approving \$10,000 service awards to each of nine plaintiffs). And much higher service awards are not uncommon. *See, e.g., Zilhaver v. UnitedHealth Group, Inc.*, 646 F. Supp. 2d 1075, 1085 (D. Minn. 2009) (approving \$15,000

service awards to two representatives)); *Tussey*, 2019 WL 3859763, at \*6 (approving \$25,000 service awards to each of three representatives); *In re Charter Commc'ns, Inc., Sec. Litig.*, No. MDL 1506, 2005 WL 4045741, at \*25 (E.D. Mo. June 30, 2005) (approving \$26,625 service award).

Here, the requested awards of \$1,500 to each Class Representative are reasonable, will not take away from benefits to the Class, and recognize the Class Representatives' efforts and the results they have achieved. Therefore, the Court should approve the requested service awards.

### CONCLUSION

For the foregoing reasons, in conjunction with final approval of the settlement, the Court should approve the requested payments of attorneys' fees, expenses, and service awards.

Dated: February 9, 2026

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### **CERTIFICATE OF SERVICE**

The undersigned hereby certifies that a true and correct copy of the above and foregoing was filed on this 9th day of February, 2026, via the Court's electronic filing system, which will serve copies to all counsel of record.

/s/ J. Barton Goplerud  
Attorney for Plaintiffs