

STATE OF NORTH CAROLINA
DURHAM COUNTY

IN THE GENERAL COURT OF JUSTICE
SUPERIOR COURT DIVISION
22CVS003533-310

DANIEL GREEN, as an individual
and on behalf of all others similarly
situated,

Plaintiff,

v.

EMERGEORTHO, P.A.,

Defendant.

**ORDER ON PLAINTIFF'S MOTION
FOR ATTORNEYS' FEES, EXPENSES
AND SERVICE AWARD**

1. **THIS MATTER** is before the Court on Plaintiff's Motion for Attorneys' Fees, Expenses, and Service Award, (the "Motion"), in the above-captioned case.¹ The Motion seeks \$183,150 in attorneys' fees and \$15,699 in expenses incurred in the resolution of Plaintiff's class action suit against Defendant EmergeOrtho, P.A. ("EmergeOrtho") and a service award in the amount of \$5,000 for Plaintiff.² Defendant does not oppose the Motion and has not submitted a response.³

2. The Court held a hearing on both the motion for final approval of the settlement of the underlying class action and the present Motion on 11 June 2024 (the "Hearing"). At the Hearing and in a subsequent order, the Court concluded that

¹ (Mot. Atty's' Fees, Expenses, and Service Award [hereinafter "Fee Mot."], ECF No. 60.)

² (See Fee Mot.; see also Pl.'s Mem. Supp. Mot. Att'ys' Fees, Expenses, and Service Award 23 [hereinafter, "Pl.'s Br. Supp."], ECF No. 56; Pl.'s Suppl. Br. Supp. Pl.'s Mot. Final Approval Class Action Settlement and Mot. Att'ys' Fees, Costs, and Service Award 8–9 [hereinafter, "Pl.'s Suppl. Br. Supp."], ECF No. 62.)

³ (See Fee Mot. 1.)

additional information would facilitate the Court's determination of the Motion and ordered Plaintiff to submit supplemental briefing.⁴

3. On 28 June 2024, Plaintiff timely submitted the supplemental materials in support of the Motion (the "Supplemental Materials"). The Motion is now ripe for review and determination.

4. Under North Carolina law, courts generally may not award attorneys' fees without statutory authority. *Ehrenhaus v. Baker (Ehrenhaus II)*, 243 N.C. App. 17, 27 (2015). "In North Carolina, the common fund doctrine is a well-recognized and long-standing exception" to this general rule. *Id.* at 26–27. "Under the common fund doctrine, 'a litigant or lawyer who recovers a common fund for the benefit of persons other than himself or a client is entitled to a reasonable attorney's fee from the fund as a whole.'" *Id.* at 26 (quoting *Taylor v. City of Lenoir*, 148 N.C. App. 269, 275 (2002)). In common fund cases, the court "has a duty to look carefully at the fees sought by class counsel" because "once the common fund is recognized and a fee request made, class counsel cease to be fiduciaries of the class and become claimants against the fund." *In re Senergy*, 1999 NCBC LEXIS 7, at *14 (N.C. Super. Ct. July 14, 1999).

5. Additionally, our appellate courts have held that parties may also agree to the payment of attorneys' fees through a settlement agreement. *Ehrenhaus II*, 243 N.C. App. at 28. In the class action context, the Court must evaluate the settlement as a whole, and the fee allocation provision in particular, to ensure that they are fair

⁴ (Scheduling Order, ECF No. 61.)

and reasonable. *Id.* at 30; *see also In re Krispy Kreme Doughnuts, Inc. S'holder Litig.*, 2018 NCBC LEXIS 61, at *11–12 (N.C. Super. Ct. June 20, 2018).

6. Plaintiff's counsel seeks fees of one-third of the non-reversionary settlement fund of \$550,000 in the total amount of \$183,315 under the "percentage-of-the-fund" method.⁵ The "percentage-of-the-fund" method is a methodology for calculating attorneys' fees in common fund cases which provides that class counsel is awarded a percentage of the common fund created for the class. *See In re Senergy*, 1999 NCBC LEXIS 7, at *17; *see also Jones v. Dominion Res. Servs.*, 601 F.Supp.2d 756, 758 (S.D. W. Va. Mar. 6, 2009); *Phillips v. Triad Guar., Inc.*, 2016 U.S. Dist. LEXIS 60950, at *5 (M.D.N.C. May 9, 2016); *Kruger v. Novant Health, Inc.*, 2016 U.S. Dist. LEXIS 193107, at *6–7 (M.D.N.C. Sept. 29, 2016).

7. Plaintiff's counsel has not identified a North Carolina appellate decision, nor has the Court's research revealed one, approving fees solely under the "percentage-of-the-fund" method in North Carolina.⁶ Rather, this court "ha[s] routinely adopted a multiple factor or hybrid approach to determining attorney fees which uses both the percentage-of-the-fund method and the lodestar method in combination with a careful consideration of the fee factors set forth in the Rules of Professional Conduct of the North Carolina State Bar." *Long v. Abbot Lab'ys*, 1999 NCBC LEXIS 10, at

⁵ (Pl.'s Br. Supp. 6–10.)

⁶ In their Supplemental Materials, Plaintiff's counsel presents twenty-two North Carolina Superior Court decisions in which the trial court relied solely upon the percentage of the fund method to calculate the attorneys' fees in class action settlements. (*See* Pl.'s Suppl. Br. Supp. Ex. 2, Suppl. Decl. Scott C. Harris, dated June 28, 2024 Ex. E, ECF No. 62.3.) These decisions, however, were not appealed and are otherwise not binding upon this Court.

*15 (N.C. Super. Ct. July 30, 1999); *see also In re Senergy*, 1999 NCBC LEXIS 7, at *26 (concluding that “a multiple factor or hybrid test is the best method of determining attorney fees in common fund cases[]”). Moreover, our Court of Appeals made clear in *Ehrenhaus II* that “[t]he reasonableness of attorney’s fees in this state is governed by the factors found in Rule 1.5 of the Revised Rules of Professional Conduct of the North Carolina State Bar.” 216 N.C. at 96. Accordingly, the Court will consider the calculation of fees according to both the percentage of the fund method and the lodestar method, in combination with the factors set forth in *Ehrenhaus II*, to evaluate the reasonableness of the requested award.

8. As discussed above, under the percentage of the fund method, Plaintiff’s counsel seeks fees of one-third of the non-reversionary settlement fund of \$550,000 in the total amount of \$183,315 for the work performed by Milberg Coleman Bryson Phillips Grossman, PLLC (“Milberg”) and Mason LLP (“Mason”).

9. Using the lodestar method as a check,⁷ Plaintiff’s counsel seeks attorneys’ fees for Milberg’s professional services in the total amount of \$136,990.70 as follows: (i) \$398.80 for 0.4 hours of work by David Lietz (“Lietz”), a partner with 33 years of experience, at an hourly rate of \$997;⁸ (ii) \$46,675 for 55 hours of work by

⁷ The lodestar method is a method for calculating attorneys’ fees in common fund cases by which fees are awarded based upon “a reasonable hourly rate for the time reasonably expended to create the [common] fund.” *In re Senergy*, 1999 NCBC LEXIS 7, at *21.

⁸ (See Pl.’s Suppl. Br. Supp. Ex. 2, Suppl. Decl. Scott C. Harris, dated June 28, 2024 Ex. B, at 3 [hereinafter “Milberg Billing Record.”] Harris, Cuneo, Heldman, and Passanisi increased their hourly rates at various points in time during this litigation. References to different hourly rates for the same attorney or paralegal therefore reflect and refer to this change.

Scott Harris (“Harris”), a partner with 18 years of experience, at hourly rates of \$764 (2022), \$829 (2023), and \$878 (2024);⁹ (iii) \$47,175 for 55.5 hours of work by Gary Klinger (“Klinger”), a partner with 14 years of experience, at an hourly rate of \$850;¹⁰ (iv) \$32,725 for 38.5 hours of work by Carolyn CJ Cuneo (“Cuneo”), an associate with 13 years of experience, at hourly rates of \$829 (2023) and \$878 (2024);¹¹ (v) \$1,828.80 for 3.6 hours of work by John Nelson (“Nelson”), an associate with seven years of experience, at an hourly rate of \$508;¹² (vi) \$991.20 for 2.4 hours of work by Dean Meyer (“Meyer”), an associate with 1 year of experience, at an hourly rate of \$413;¹³ (vii) \$5,565.50 for 24.7 hours of work by Scott Heldman (“Heldman”), a paralegal, at hourly rates of \$208 (2022), \$225 (2023), and \$239 (2024);¹⁴ (viii) \$1,429.20 for 6.3 hours of work by Sandra Passanisi (“Passanisi”), a paralegal, at hourly rates of \$208 (2022), \$225 (2023), and \$239 (2024);¹⁵ (ix) \$157.50 for 0.7 hours of work by Heather Sheflin (“Sheflin”), a paralegal, at an hourly rate of \$225;¹⁶ and (x) \$44.70 for 0.2 hour

⁹ (“Milberg Billing Record 1–2.)

¹⁰ (Milberg Billing Record 1.)

¹¹ (Milberg Billing Record 2.)

¹² (Milberg Billing Record 3.)

¹³ (Milberg Billing Record 3.)

¹⁴ (Milberg Billing Record 2–3.)

¹⁵ (Milberg Billing Record 3.)

¹⁶ (Milberg Billing Record 3.)

of work by Ashley Tyrell (“Tyrell”), a paralegal, at hourly rates of \$208 (2023) and \$239 (2024).¹⁷

10. Under the lodestar method, Plaintiff’s counsel also seeks attorneys’ fees for Mason’s professional services in the total amount of \$160,755 as follows: (i) \$17,640 for 16.8 hours of work by Gary Mason (“Mason”), a partner with 35 years of experience, at an hourly rate of \$1,050;¹⁸ (ii) \$46,950 for 62.6 hours of work by Danielle Perry (“Perry”), a partner with 11 years of experience, at an hourly rate of \$750;¹⁹ (iii) \$43,350 for 51 hours of work by Lisa White (“White”), a senior counsel, at an hourly rate of \$850;²⁰ (iv) \$14,937.50 for 23.9 hours of work by Ra Amen (“Amen”), an associate with 7 years of experience at an hourly rate of \$625;²¹ (v) \$25,202.50 for 59.3 hours of work by Salena Chowdhury, an associate at an hourly rate of \$425;²² (vi), \$6,975 for 31 hours of work by Taylor Heath, a paralegal with 7 years of experience at an hourly rate of \$225;²³ (vii) \$5,130 for 22.8 hours of work by Jenni Suhr, a paralegal with 10 years of experience at an hourly rate of \$225;²⁴ and (viii)

¹⁷ (Milberg Billing Record 3.)

¹⁸ (Pl.’s Suppl. Br. Supp. Ex. 3, Suppl. Decl. Danielle Perry, dated June 28, 2024 Ex. B, at 3 [hereinafter “Mason Billing Record”], ECF No. 62.4.)

¹⁹ (Mason Billing Record 1–3.)

²⁰ (Mason Billing Record 4.)

²¹ (Mason Billing Record 4–5.)

²² (Mason Billing Record 5.)

²³ (Mason Billing Record 6–7.)

²⁴ (Mason Billing Record 3–4.)

\$570 for 3.8 hours of work by Carol Corneilse, a client support specialist with 3 years of experience at an hourly rate of \$150.²⁵

11. As discussed above, the reasonableness of a fee award is governed by Rule 1.5 of the Revised Rules of Professional Conduct of the North Carolina State Bar. *Ehrenhaus v. Baker (Ehrenhaus I)*, 216 N.C. App. 59, 96 (2011). Rule 1.5 establishes eight factors through which to evaluate reasonableness: (1) the time and labor required, the novelty and difficulty of the questions involved, and the skill required 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. N.C. Rev. R. Prof. Conduct 1.5(a).

12. The trial court may take judicial notice of the rates customarily charged by local attorneys for the same tasks, *Simpson v. Simpson*, 209 N.C. App. 320, 328 (2011), and may consider the services rendered by paralegals, *United Lab'ys, Inc. v. Kuykendall*, 335 N.C. 183, 195 (1993).

13. Under the first factor, the Court has reviewed Plaintiff's counsel's billing records submitted in support of the Motion and concludes that the time expended and

²⁵ (Mason Billing Record 1.)

hours billed by each attorney and paralegal are reasonable and not duplicative or excessive.²⁶

14. Furthermore, the Court concludes that this action involved complex and novel questions which required high legal skill to satisfactorily resolve. This case “revolves around rapidly evolving legal questions of digital security, data breaches, and digital privacy, which are at the cutting edge of the interplay between new technology and the law.” *McManus v. Gerald O. Dry, P.A.*, 2023 NCBC LEXIS 69, at *4 (N.C. Super. Ct. May 5, 2023) (awarding attorneys’ fees in a similar data breach class action); *see also, e.g., Gordon v. Chipotle Mexican Grill, Inc.*, No. 17-cv-01415, 2019 U.S. Dist. LEXIS 215430, at *3 (D. Colo. Dec. 16, 2019) (describing data breach cases as “particularly risky, expensive, and complex”); *In re Sonic Corp. Customer Data Sec. Breach Litig.*, No. 1:17-md-2807, 2019 U.S. Dist. LEXIS 135573, at *14 (N.D. Ohio Aug. 12, 2019) (describing data breach cases as “complex and risky[,]” and as presenting “novel questions for courts”). For this reason, pursuing these actions is complicated, difficult, and fraught with risk, for both clients and attorneys, and such was the case here. The Court therefore concludes that this factor weighs in favor of Plaintiff’s counsel’s requested fee award.

15. Second, Plaintiff’s counsel admits that no specific employment opportunities were turned down to work on this matter, so the second factor, the likelihood that the acceptance of employment will preclude other work by the lawyer, neither weighs in favor of nor against the requested award.

²⁶ (See Milberg Billing Record; Mason Billing Record.)

16. Third, the Court reviews the fee charged in the locality for similar services. Although Plaintiff's counsel has submitted evidence that few, if any, North Carolina practitioners represent clients in data breach class action lawsuits,²⁷ this evidence does not demonstrate that North Carolina practitioners could not have effectively represented Plaintiff in this lawsuit. *See McManus*, 2023 NCBC LEXIS 69, at *5 (finding that the "relevant locality is North Carolina"). Accordingly, the Court looks to North Carolina as the relevant locality.

17. The North Carolina state courts have generally not approved hourly rates as high as those sought under the lodestar calculation for Lietz, Harris, Klinger, Mason, and Perry (each a "Partner" and together, the "Partners"). *See, e.g., Bradshaw v. Maiden*, 2018 NCBC LEXIS 98, at *12 (N.C. Super. Ct. Sept. 20, 2018) (concluding that hourly rates between \$250 and \$475 were reasonable); *Elliott v. KB Home N.C., Inc.*, 2017 NCBC LEXIS 38, at *23–25 (N.C. Super. Ct. Apr. 17, 2017) (awarding attorneys' fees of \$500/hour for partners, \$250/hour for associates and \$125/hour for paralegals); *In re Newbridge Bancorp S'holder Litig.*, 2016 NCBC LEXIS 91, at *46–47 (N.C. Super. Ct. Nov. 22, 2016) (noting that reasonable rates charged in North Carolina for complex civil litigation range from \$250 to \$475); *In re Pike S'holder Litig.*, 2015 NCBC LEXIS 95, at *22–23 (N.C. Super. Ct. Oct. 5, 2015) (recognizing an hourly rate range from \$250 to \$550 as reasonable).

²⁷ (See Pl.'s Suppl. Br. Supp. Ex. 2, Suppl. Decl. Scott C. Harris, dated June 28, 2024 Ex. C, Aff. Damian Blue Supp. Mot. Att'ys' Fees, Expenses, and Service Awards, dated June 21, 2024, at ¶12.)

18. This Court recently recognized in *McManus v. Gerald O. Dry, P.A.*, however, that hourly rates have risen substantially since many of the above-cited cases were decided. See 2023 NCBC LEXIS 69, at *6–7 (“The Court [] recognizes that hourly rates have risen since many of the North Carolina state cases that speak to reasonable rates were decided[.]”). The Court also recognized in *McManus* that “data breach class action litigation is a complex and novel area of the law and that Lietz and his law firm are national leaders in this field.” *Id.* at *7–8. In *McManus*, the Court approved hourly rates of \$700 for Lietz and \$575 for Klinger and Harris in May 2023. Considering the above, and noting that hourly rates have continued to rise since this Court decided *McManus*, the Court concludes, in the exercise of its discretion, that modestly increased hourly rates of \$725 for Lietz and \$600 for Klinger and Harris as well as hourly rates of \$700 for Mason and \$575 for Perry are reasonable for the lodestar calculation.

19. For the same reasons, and again noting the effect of the passage of time upon reasonable hourly rates, the Court concludes that hourly rates of \$500 for Cuneo, \$450 for White, \$350 for Nelson and Amen, and \$325 for Meyer and Chowdhury, are reasonable for use in the lodestar calculation. See, e.g., *McManus*, 2023 NCBC LEXIS 69, at *8 (approving a \$350 hourly rate for an associate); *Woodcock*, 2023 NCBC LEXIS 54, at *11, *14 (approving a \$375 hourly rate for a fourth-year associate); *In re Pike Corp. S’holder Litig.*, 2015 NCBC LEXIS 90, at *23 (approving a rate of \$250 per hour for an associate); *Se. Air Charter, Inc. v. Stroud*, 2015 NCBC LEXIS 82, at *6–7 (N.C. Super. Ct. Aug. 17, 2015) (approving as

reasonable hourly rates of \$225 to \$250 for associates); *Out of the Box Developers, LLC v. Doan Law, LLP*, 2014 NCBC LEXIS 39, at *31 (N.C. Super. Ct. Aug. 29, 2014) (approving hourly rates of \$260 to \$180 for associates).

20. Finally, the Court concludes that the hourly rates of \$150, \$208, \$225, and \$239 billed by Plaintiff's counsel's six paralegals and client support specialist who billed time in this matter are also reasonable. *See, e.g., McManus*, 2023 NCBC LEXIS 69, at *8 (approving paralegal rates of \$208 and \$225 per hour); *Miriam Equities, LLC v. LB-UBS 2007-C Millstream Rd., LLC*, 2022 NCBC LEXIS 115, at *7–10 (N.C. Super. Ct. July 8, 2022) (approving a paralegal rate of \$250 per hour); *Insight Health Corp. v. Marquis Diagnostic Imaging of N.C., LLC*, 2018 NCBC LEXIS 69, at *21–23 (N.C. Super. Ct. July 6, 2018) (approving paralegal rates of \$150 to \$250 per hour).

21. Accordingly, applying the rates set forth in three preceding paragraphs, the total fee award for Milberg's and Mason's professional services under the lodestar calculation is \$206,094.40.

22. Turning to the fourth factor (the amount involved and the results obtained), Plaintiff's counsel achieved a settlement that addressed the purported class members' grievances against Defendant by creating a non-reversionary settlement fund in the amount of \$550,000 which will be used to fund the following settlement benefits: (i) two years of credit monitoring services, including \$1,000,000 of identity theft insurance, (ii) reimbursement of up to \$10,000 per class member for documented out-of-pocket expenses fairly traceable to the data breach, (iii) compensation of \$25 per hour spent dealing with issues arising from the data breach for up to six total hours

of lost time per class member, and (iv) as an alternative to all of these benefits, a pro-rata cash payment per class member.²⁸ Plaintiff's evidence persuades the Court that this settlement is very favorable for the purported class, which weighs in favor of Plaintiffs' requested fee award. *See, e.g., In re Senergy*, 2000 NCBC LEXIS 9, at *19–20 (N.C. Super. Ct. May 17, 2000) (finding that a “very favorable” settlement weighed in favor of the requested fee award); *Lester v. Mechel Bluestone, Inc.*, No. 5:17-cv-00740, 2019 U.S. Dist. LEXIS 63882, at *11–13 (S.D.W. Va. Mar. 7, 2019) (stating that a favorable settlement was “a significant and valuable benefit for the class that weighs in favor of the proposed fee”); *Morgan v. Public Storage*, 301 F. Supp. 3d 1237, 1255–56 (S.D. Fla. 2016) (stating that a settlement was an “excellent result” in light of the risks of litigation, which weighed in favor of the proposed fee award).

23. There is no evidence before the Court on the fifth or sixth Rule 1.5 factors: the time limitations imposed by the client and the nature of the professional relationship with the client. *Ehrenhaus I*, 216 N.C. App. at 96–97. These factors therefore weigh neither in favor nor against the Motion.

24. The same is true as to the eighth factor: whether the fee is fixed or contingent. While Plaintiff's counsel has offered evidence that they accepted this case on a contingent basis,²⁹ fee shifting provisions in class action settlement agreements

²⁸ (Pl.'s Mem. Supp. Unopposed Mot. Prelim. Approval Class Action Settlement Ex. 1, Settlement Agreement and Release ¶¶ 67, 72(i)–(iv), ECF No. 50.1.)

²⁹ (*See* Pl.'s Br. Supp. Ex. 1, Decl. Gary M. Klinger Supp. Mot. Att'ys' Fees, Expenses, and Service Award, dated May 10, 2024, at ¶ 5–11 [hereinafter, “Klinger Decl.”].) Klinger's Declaration is appended to the end of ECF No. 56.

are, as discussed above, subject to the trial court's review for reasonableness and thus always contingent upon the court's approval. Accordingly, the Court concludes that the contingent nature of Plaintiff's counsel's fee weighs neither in favor of nor against the requested award.

25. The seventh factor, the experience, reputation and ability of the attorneys, weighs in favor of the requested fee. Each Partner is a seasoned litigator with at least a decade of experience, and each has extensive experience litigating class action cases.³⁰ The ability prong of this factor also weighs in the Partners' favor, for the reasons recounted in the Court's discussion of the first Rule 1.5 factor above.

26. Finally, the Court notes that the notice provided to the settlement class contained information about Plaintiff's counsel's request for fees and expenses, and no member of the purported class filed an objection to the requested fee. This, too, weighs in favor of the requested award.

27. Based on the above, the Court concludes that, on balance, the Rule 1.5 factors counsel in favor of granting the Motion. The complexity, results, and experience factors all weigh in Plaintiff's counsel's favor, the local customary rate factor is mixed, and the time limitations, nature of the relationship, and the preclusion of other employment and fee basis factors do not affect the Court's conclusion.

³⁰ (*See generally* Klinger Decl. ¶25; Pl.'s Suppl. Br. Supp. Ex. 2, Suppl. Decl. Scott C. Harris, dated June 28, 2024 ¶ 4; Pl.'s Suppl. Br. Supp. Ex. 3, Suppl. Decl. Danielle Perry, dated June 28, 2024 ¶¶ 4–5.)

28. As noted above, the total fee award under the lodestar calculation for Milberg's and Mason's professional services, applying the rates set forth in paragraphs 19, 20, and 21 of this order, is \$206,094.40. In light of the Court's conclusion that the Rule 1.5 factors counsel in favor of granting the Motion, and considering that the award sought under the percentage of the fund calculation, \$183,315, or one-third of the common fund, is substantially less than the fees calculated under the lodestar method, \$206,094.40, the Court concludes, in the exercise of its discretion, that the requested award of one-third of the common fund, i.e., \$183,315, is reasonable and should be approved.

29. The Motion also seeks \$15,699 in expenses for filing fees, service fees, pro hac vice admission fees, and the services of a mediator.³¹ The Court approves as reasonable Plaintiff's request for payment of these expenses.

30. Finally, the Motion seeks a service award in the amount of \$5,000 for Plaintiff and Class Representative, Daniel Green.³² The Court approves as reasonable the amount requested.

31. **WHEREFORE**, the Court, in the exercise of its discretion, hereby **GRANTS** the Motion and:

- a. **AWARDS** Plaintiff's counsel their attorneys' fees in the total amount of \$183,315;

³¹ (Pl.'s Br. Supp. 20–1; *see also* Klinger Decl. ¶ 17.)

³² (Pl.'s Br. Supp. 21–3; Klinger Decl. ¶ 19.)

- b. **AWARDS** Plaintiff's counsel their expenses and costs in the total amount of \$15,699; and
- c. **AWARDS** \$5,000 as a service award for Plaintiff.
- d. The fees and expenses awarded hereunder shall be paid according to the procedures set forth in paragraph 8 of this Court's order approving the class action settlement.³³

SO ORDERED, this the 2nd day of August, 2024.

/s/ Louis A. Bledsoe, III
Louis A. Bledsoe, III
Chief Business Court Judge

³³ (See Order and J. Granting Final Approval Class Action Settlement 6, ECF No. 67.)