

**UNITED STATES DISTRICT COURT
DISTRICT OF MINNESOTA
COURT FILE NO.: 0:24-cv-02670-SGE**

<p>Nick Hansen and Meghan Arquette, on behalf of themselves and all others similarly situated,</p> <p style="text-align: center;">Plaintiffs,</p> <p>v.</p> <p>Renters Warehouse, LLC,</p> <p style="text-align: center;">Defendant and Third-Party Plaintiff,</p> <p>v.</p> <p>Vardhan Yedla Srinivasa Harsha and Gauri V. Yedla,</p> <p style="text-align: center;">Third-Party Defendants.</p>	<p>MEMORANDUM OF LAW IN SUPPORT OF CLASS COUNSEL’S MOTION FOR AN AWARD OF ATTORNEYS’ FEES, REIMBURSEMENT OF LITIGATION EXPENSES, AND SERVICE AWARDS TO THE CLASS REPRESENTATIVES</p>
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INTRODUCTION

Pursuant to the Court’s August 20, 2026 Order preliminarily approving the class action settlement in this matter (the “Order,” *ECF No. 111*) and the parties’ Class Action Settlement Agreement (the “Settlement Agreement” or “Agreement”), Plaintiffs Nick Hansen and Meghan Arquette (“Plaintiffs” or the “Class Representatives”), on behalf of themselves and the Settlement Class, respectfully move the Court for an Order (1) awarding Class Counsel attorneys’ fees of *\$65,000.00 (one-third of the \$195,000.00 non-reversionary Settlement Fund)*, (2) reimbursing Class Counsel *\$1,904.24* in litigation expenses reasonably and necessarily incurred in prosecuting this action, and (3) approving service awards of *\$7,500.00* to each Class Representative in recognition of the time, effort, and risk each undertook on behalf of the Settlement Class.

As set forth below, the requested fee falls squarely within the range of percentage-of-the-fund awards routinely approved by courts in this Circuit and this District and is independently confirmed as reasonable by a lodestar cross-check. The requested expenses were reasonable and necessarily incurred and are of the type routinely reimbursed to class counsel for this type of case. The requested service awards reflect the substantial time, burdens, and litigation risk that Plaintiffs undertook on behalf of more than 2,300 absent Settlement Class Members, resulting in a \$195,000.00 recovery negotiated only after more than two years of hard-fought litigation, including two rounds of contested motions to dismiss and strike class allegations, extensive written and deposition discovery, and a full-day mediation before Magistrate Judge Elkins.

Class Counsel files this Motion at least thirty (30) days before the Objection/Exclusion Deadline, as the Order requires (Order ¶ 18), so that Settlement Class Members will have a full and fair opportunity to review Class Counsel's request before the deadline to object or exclude themselves from the Settlement. For the reasons that follow, the Court should grant this Motion in its entirety.

BACKGROUND

A. Nature of the Action.

This is a class action arising from Defendant Renters Warehouse, LLC's ("Renters Warehouse") alleged practice of improperly deducting amounts from the security deposits of Minnesota residential tenants, in violation of Minnesota's security deposit statute, Minn. Stat. § 504B.178. (Am. Compl. ¶ 36, *ECF No. 23*.) Plaintiffs Nick Hansen and Meghan Arquette rented a home in Plymouth, Minnesota, that Renters Warehouse managed as

“landlord” within the meaning of Minn. Stat. § 504B.001, subd. 7. (*ECF No. 106* - Lyons Decl. In Support of Prelim. Approval ¶ 6.) After Plaintiffs vacated the property in April 2022, Renters Warehouse withheld portions of their security deposit for items that on their face reflect ordinary wear and tear or routine maintenance rather than tenant-caused damage. (*Id.* ¶ 9.)

Discovery confirmed that Plaintiffs’ experience was not isolated. Renters Warehouse produced 1,712 tenant ledgers reflecting the accounting of security deposits for Minnesota tenants during the class period, and Class Counsel personally reviewed each one. (*ECF No. 105* - Peterson Decl. In Support of Prelim. Approval ¶¶ 8–11.) That review identified 540 ledgers reflecting deductions that appeared, on their face, to be for ordinary wear and tear or ordinary turnover maintenance rather than tenant defaults or damage beyond normal wear and tear, and thus not permitted under Minn. Stat. § 504B.178. (*Id.* ¶¶ 10–13.) Of those, 226 ledgers state no basis for the deduction other than an unitemized “Move Out Charges” entry. (*Id.* ¶ 12.) The deposition testimony of Miles Cudworth, Renters Warehouse’s former security-deposit coordinator, confirmed that Renters Warehouse instructed its staff to base deduction recommendations on national averages rather than on the condition of any particular unit, and that those deductions were then recorded on a Tenant’s Ledger without further itemization. (*ECF No. 106* ¶ 10; and *ECF No. 105* ¶¶ 11, 15.)

Plaintiffs’ operative Amended Complaint asserts claims for violation of the Minnesota Security Deposit Statute (Count I), violation of the Minnesota Prevention of

Consumer Fraud Act (Count II), unjust enrichment (Count III), and declaratory relief (Count IV). (Am. Compl., *ECF No. 23*.)

B. Procedural History.

Plaintiffs commenced this putative class action on July 10, 2024. (*ECF No. 1*.) Renters Warehouse moved to dismiss the Complaint and to strike Plaintiffs' class allegations. (*ECF Nos. 6, 12*.) After Plaintiffs filed an Amended Complaint on September 4, 2024 (*ECF No. 23*), Renters Warehouse renewed both motions (*ECF Nos. 25, 30*). Following full briefing and oral argument, the Court denied both renewed motions from the bench on January 28, 2025, and directed the parties to contact Magistrate Judge Shannon G. Elkins to arrange a settlement conference. (*ECF No. 49*.) Renters Warehouse then answered the Amended Complaint and brought a third-party complaint against the property owners, Vardhan Yedla Srinivasa Harsha and Gauri V. Yedla, who answered in turn. (*ECF Nos. 52, 53, 59*.)

The parties then engaged in substantial discovery, including Renters Warehouse's production of 1,712 tenant ledgers spanning the class period and the deposition of Renters Warehouse's former security-deposit coordinator, Miles Cudworth, on January 2, 2026. (*ECF No. 106 ¶¶ 10–11*.) After oral argument, the Court denied Plaintiffs' motion to amend the pleadings and separately denied requests by Renters Warehouse and the Third-Party Defendants to pursue early summary-judgment motions, finding the issues fact-intensive and further discovery necessary. (*ECF Nos. 68, 78, 83*.) The Court subsequently established, and later extended by agreement, a schedule for class-certification briefing. (*ECF Nos. 84, 92, 93, 95*.)

Before class-certification briefing was completed, the parties participated in a full-day settlement conference before Magistrate Judge Elkins on February 5, 2026. (*ECF No. 96.*) Although the matter did not settle at the conference, the Court submitted a Mediator's Proposal, which the parties accepted, and the Court thereafter stayed all pending deadlines to permit the parties to finalize a comprehensive class settlement. (*ECF No. 97.*) The parties consented to Magistrate Judge Elkins's jurisdiction for all further proceedings, and the Court reassigned the case accordingly. (*ECF Nos. 98, 99.*) On March 11, 2026, the Court vacated the deadline for a stipulation of dismissal and directed the parties to schedule a hearing on a motion for preliminary approval of the settlement. (*ECF No. 100.*)

C. The Settlement and Preliminary Approval.

The Settlement Agreement establishes a non-reversionary Settlement Fund of \$195,000.00 for the benefit of a certified Settlement Class of approximately 2,337 class-member accounts, divided into two subclasses: a "Net Positive Class" of approximately 1,166 accounts for which total deductions were less than the security deposit, resulting in a partial refund, and a "Net Negative Class" of approximately 1,171 accounts for which deductions exceeded the deposit, resulting in no refund. (Order ¶¶ 2, 22; Mem. ISO Class Cert. at 9–10, *ECF No. 103.*) No portion of the Fund reverts to Renters Warehouse. (Order ¶ 22.) Continental DataLogix LLC serves as the Court-appointed Settlement Administrator, responsible for disseminating class notice, administering exclusions and objections, calculating and issuing settlement payments, administering the qualified settlement fund, and reporting to the Court. (Order ¶ 6.)

On August 20, 2026, the Court (1) conditionally certified the Settlement Class under Rules 23(a) and 23(b)(3) for settlement purposes; (2) appointed Nick Hansen and Meghan Arquette as Class Representatives; (3) appointed Thomas J. Lyons, Jr. and Carter B. Lyons of Consumer Justice Center, P.A., and Ryan D. Peterson of Peterson Legal, PLLC, as Class Counsel under Rule 23(g); (4) preliminarily approved the Settlement Agreement as fair, reasonable, and adequate under Rule 23(e)(2); (5) approved the form and manner of the proposed Class Notice; and (6) set a Final Approval Hearing for December 7, 2026, at 10:00 a.m., in Courtroom 9E of the Diana E. Murphy United States Courthouse in Minneapolis. (Order ¶¶ 2, 4–8, 20.) The Order requires Class Counsel to file any motion for attorneys’ fees, reimbursement of expenses, and an incentive or service award at least thirty (30) days before the Objection/Exclusion Deadline, and to have that motion posted on the settlement website promptly after filing. (Order ¶ 18.) Class Counsel files this Motion consistent with that requirement.

D. Class Counsel’s Experience and the Work Performed.

Class Counsel are experienced consumer-protection practitioners. Thomas J. Lyons, Jr. has litigated consumer-protection matters in this District and elsewhere for three decades and has been repeatedly recognized by courts in this District as “a leading member of the local consumer protection bar” and “a leading attorney[] in the field of consumer protection law with a national practice.” *Lamberson v. Bank of Am., N.A.*, No. 12-cv-401, 2012 WL 4129807 (D. Minn. Sept. 19, 2012); *Gorton v. Debt Equities, LLC*, Civ. No. 08-4817 (D. Minn. July 29, 2019). Ryan D. Peterson’s litigation has focused his practice on consumer-rights litigation since 2013 and has litigated numerous reported decisions in this

District and elsewhere construing, among other things, Minnesota’s landlord-tenant and consumer-protection statutes. (*ECF No. 105* ¶¶ 6–7.)

Class Counsel personally reviewed all 1,712 tenant ledgers produced in discovery (not a sample), took and defended deposition testimony, litigated two rounds of dispositive motions and a contested motion to amend, prepared for and participated in a full-day mediation, and negotiated the detailed terms of the Settlement Agreement, the Class Notice, and the claims-administration process. (*ECF No. 105* ¶¶ 8–15; *ECF No. 106* ¶¶ 17–19.)

ARGUMENT

I. THE COURT SHOULD AWARD CLASS COUNSEL’S REQUESTED FEE OF ONE-THIRD OF THE COMMON FUND.

A. The Percentage-of-the-Fund Method Is the Favored Approach for Awarding Fees in Common-Fund Class Settlements.

“A district court may exercise its discretion and use the percentage of the fund method” to calculate attorneys’ fees in a common-fund class settlement. *Johnston v. Comerica Mortg. Corp.*, 83 F.3d 241, 244–45 (8th Cir. 1996); *accord Petrovic v. Amoco Oil Co.*, 200 F.3d 1140, 1157 (8th Cir. 1999) (affirming a fee award calculated as a percentage of the common fund created for the class). Courts in this district have recognized that the percentage method better reflects the value class counsel actually delivered to the class and aligns class counsel’s incentives with the interests of the class it represents. *See In re Xcel Energy, Inc. Sec., Derivative & “ERISA” Litig.*, 364 F. Supp. 2d 980, 998 (D. Minn. 2005). In evaluating a percentage-of-the-fund request, the Court may also consider the reasonableness factors identified in *Johnson v. Georgia Highway Express*,

Inc., 488 F.2d 714 (5th Cir. 1974), and discussed in *Hensley v. Eckerhart*, 461 U.S. 424, 429–30 (1983), to the extent they bear on the reasonableness of the requested percentage. *See Keil v. Lopez*, 862 F.3d 685, 697 (8th Cir. 2017).

B. The Requested One-Third Fee Is Consistent With Awards Routinely Approved in This Circuit.

Courts in the Eighth Circuit routinely approved percentage-of-the-fund fee awards of one-third of the common fund or more in consumer and other class-action settlements. In *Huyer v. Buckley*, several objections were filed to a class settlement asserting that a fee award of “one third of the total settlement fund” was unreasonable. 849 F.3d 395, 399 (8th Cir. 2017). The Eighth Circuit rejected that argument, explaining that the award was “in line with other awards” in this Circuit, that courts here have “frequently awarded fees ranging up to 36%” in class actions, citing *In re U.S. Bancorp Litig.*, 291 F.3d 1035, 1038 (8th Cir. 2002), and *In re Xcel*, 364 F. Supp. 2d at 998, and that a district court within this Circuit had approved a fee of “one-third of the total settlement fund” and, in the same case, “38% of the net settlement fund.” *Id.* (emphasis added). The Eighth Circuit found that even 38% was “not . . . unreasonable when compared to other awards within this circuit.” *Id.*

Here, Class Counsel requests a fee of \$65,000.00, or exactly one-third of the \$195,000.00 non-reversionary Settlement Fund. This request is squarely within the awards routinely approved in this Circuit, including the 33–38% awards discussed above. *See also Custom Hair Designs by Sandy, LLC v. Cent. Payment Co., LLC*, No. 8:17CV310 (D. Neb. Aug. 17, 2022) (approving a fee of 33.33% of an \$84,000,000 common fund as “reasonable and consistent with awards in similar cases in this Circuit”). Because fees and costs are

paid from the Settlement Fund as a whole, no portion of the requested fee reduces any individual Settlement Class Member's recovery below what the Agreement's allocation formula otherwise provides.

C. A Lodestar Cross-Check Confirms the Reasonableness of the Requested Fee.

Although the percentage method governs, courts in this Circuit routinely cross-check a percentage-of-the-fund request against the lodestar, i.e., the number of hours reasonably expended multiplied by a reasonable hourly rate. *Hensley v. Eckerhart*, 461 U.S. 424, 433 (1983). The lodestar figure “may be adjusted, up or down, to reflect a host of ‘reasonableness’ factors, ‘including the important factor of the results obtained.’” *In re Xcel Energy*, 364 F. Supp. 2d at 998 (quoting *Hensley*, 461 U.S. at 434). The following factors, many of which derive from *Johnson v. Georgia Highway Express, Inc.*, 488 F.2d 714, confirm the reasonableness of Class Counsel's request:

(a) *Time and labor required.* Class Counsel devoted more than 332 hours over more than two years of litigation, including personally reviewing all 1,712 tenant ledgers produced by Renters Warehouse (not a sample), taking and defending the deposition of Renters Warehouse's former security-deposit coordinator, briefing two rounds of motions to dismiss and strike class allegations and a motion to amend, and negotiating and drafting the Settlement Agreement, Class Notice, and related settlement documents. (*ECF No. 105* ¶¶ 8–15.)

(b) Novelty and difficulty of the questions presented. This case required Class Counsel to develop and apply a common-fund theory of liability under Minnesota's

security deposit statute, Minn. Stat. § 504B.178, across thousands of individual tenant-ledger entries — an undertaking with no close precedent in this District — and to defeat two rounds of dispositive motions targeting both the merits and the class allegations. (*See* ECF Nos. 6, 12, 25, 30, 49.)

(c) Skill requisite to perform the legal services properly. Prosecuting a contested consumer class action of this size and complexity required substantial skill in complex litigation, class-action procedure, and Minnesota landlord-tenant and consumer-protection law.

(d) Preclusion of other employment. Class Counsel’s firms are small consumer-protection practices; the sustained, multi-year commitment this litigation required necessarily precluded other work during that time. (*ECF No. 106 ¶¶ 25–27.*)

(e)–(f) The customary fee, and whether it is fixed or contingent. Class Counsel undertook this representation entirely on a contingent basis, advancing all litigation costs and receiving no compensation unless and until it recovered for the class. The contingent nature of that arrangement, and the real risk of non-payment it carried given Renters Warehouse’s sustained denial of liability, supports the requested fee.

(g) Time limitations. The litigation proceeded on a court-ordered schedule, including a compressed discovery period culminating in Class Counsel’s review of over 1,700 ledgers, and a settlement negotiated and documented on the timeline necessary to meet the Court’s Preliminary Approval Order and the December 7, 2026, Final Approval Hearing.

(h) The amount involved and the results obtained. Class Counsel obtained a \$195,000.00 non-reversionary recovery for a class of approximately 2,337 accounts, after Renters Warehouse vigorously denied liability throughout the litigation.

(i) Experience, reputation, and ability of counsel. As set forth in Section D above, Thomas J. Lyons, Jr. has been repeatedly recognized by courts in this District as a leading consumer-protection practitioner, and Ryan D. Peterson has litigated numerous reported consumer-protection decisions in this District and elsewhere.

(j) Undesirability of the case. Consumer class actions against corporate defendants represented by sophisticated counsel carry substantial litigation risk given the difficulty of proving class wide liability and the risk of non-payment on a wholly contingent fee.

Class Counsel's lodestar rates are shown below and are consistent with those this Court and others in this District have approved for consumer-protection practitioners of comparable experience; *see, e.g., Gupta v. Arrow Fin. Servs., LLC*, No. 09-cv-3313 (SRN/SER) (D. Minn. Mar. 29, 2012) (approving a \$425 hourly rate for consumer-protection attorney Peter F. Barry, applying the *Hensley* factors and comparable-rate affidavits); *Roth v. Life Time Fitness*, Civil No. 16-2476 (JRT) (D. Minn. July 22, 2019).

Timekeeper	Hourly Rate	Hours	Lodestar Amount
Thomas J. Lyons, Jr.	\$600.00	184.61	\$110,763.15 ¹

¹ The Timeslips billing records reflect CJC's total fees of \$111,271.83. The summarized hours displayed in the billing records are rounded aggregate figures. Timeslips calculates fees based on the underlying individual time entries before the aggregate hours are rounded for display. Accordingly, multiplying the displayed aggregate hours by the

Timekeeper	Hourly Rate	Hours	Lodestar Amount
Carter B. Lyons	\$250.00	2.03	\$508.68
Ryan D. Peterson	\$450.00	146.0	\$65,700.00
TOTAL			\$176,971.83
LODESTAR			

(See Declaration of Thomas J. Lyons, Jr. in Supp. of Mot. for Att'ys' Fees ¶¶ 11-13 Ex. A; and Decl. of Ryan D. Peterson in Supp. of Mot. for Att'ys' Fees ¶ 11 & Ex. 1.)

The requested fee of \$65,000.00 thus represents a lodestar multiplier of approximately 0.37x, meaning Class Counsel only seeks 37% of the value of the time they actually expended, consistent with the range of multipliers routinely approved in this Circuit for complex, contingent, multi-year class litigation of this kind. *See In re Xcel Energy*, 364 F. Supp. 2d at 998–1002. Because the requested fee is reasonable both as a percentage of the common fund and under a lodestar cross-check, the Court should award it in full.

II. THE COURT SHOULD REIMBURSE CLASS COUNSEL'S REASONABLE AND NECESSARY LITIGATION EXPENSES.

In addition to attorneys' fees, class counsel who create a common fund are entitled to reimbursement of the reasonable and necessary out-of-pocket expenses they incurred in

applicable hourly rates results in minor variances from the actual fees calculated and reflected by Timeslips.

prosecuting the action for the benefit of the class. *See In re Xcel Energy*, 364 F. Supp. 2d at 1000–01. Class Counsel advanced \$1,904.24 in unreimbursed litigation costs and expenses over the course of this action, consisting of process-server charges. (*See* Lyons Decl. in Supp. of Mot. for Att’ys’ Fees ¶ 12, Ex. A; and Peterson Decl. in Supp. of Mot. For Att’ys Fees ¶ 13, Ex. A.) These are precisely the categories of litigation expenses routinely reimbursed to class counsel in this District, and Class Counsel respectfully requests that the Court approve reimbursement of \$1,904.24 from the Settlement Fund.

III. THE REQUESTED SERVICE AWARDS TO THE CLASS REPRESENTATIVES ARE FAIR AND REASONABLE.

Courts routinely approve service (or “incentive”) awards to class representatives “who expend special efforts . . . that redound to the benefit of” absent class members. *White v. Nat’l Football League*, 822 F. Supp. 1389, 1406 (D. Minn. 1993) (citing *Thornton v. E. Tex. Motor Freight*, 497 F.2d 416, 420 (6th Cir. 1974) (approving greater awards for class representatives who took an active role in seeking class relief)); *see also Huguley v. Gen. Motors Corp.*, 128 F.R.D. 81, 85 (E.D. Mich. 1989) (named plaintiffs “are entitled to more consideration than class members generally because of the onerous burden . . . they have borne”), *aff’d*, 925 F.2d 1464 (6th Cir. 1991). “[I]t is, ultimately, in the settlement terms that the class representatives’ judgment and the adequacy of their representation is either vindicated or found wanting.” *White*, 822 F. Supp. at 1406 (quoting *In re Corrugated Container Antitrust Litig.*, 643 F.2d 195, 212 (5th Cir. 1981)).

Plaintiffs Hansen and Arquette have served the Settlement Class from the outset of this litigation. Years before this suit, they first challenged Renters Warehouse’s security-

deposit deduction practices, bringing a rent-escrow action in Hennepin County Housing Court that led to a negotiated resolution of their tenancy and deposit. (*ECF No. 106* ¶¶ 7–9.) When Renters Warehouse nonetheless withheld portions of their deposit for what Plaintiffs believed were improper, unitemized charges, they brought this action. Through this litigation, discovery confirmed that Renters Warehouse applied this practice to hundreds of other Minnesota tenants, 226 of whom received deductions supported by nothing more than an unexplained “Move Out Charges” line item. (*Id.* ¶¶ 9–10; *ECF No. 105* ¶¶ 11–12.) Plaintiffs remained available to Class Counsel throughout more than two years of contested litigation, including two rounds of dispositive motions, discovery, the Cudworth deposition, and the settlement conference before Magistrate Judge Elkins, and they reviewed and approved the Settlement Agreement now before the Court. (*ECF No. 106* ¶¶ 25–27.)

Courts in this Circuit have approved comparable service awards in similarly sized consumer class settlements. *See Martinez v. Mediacredit, Inc.*, No. 4:16-cv-01138 (ERW), 2018 WL 2223681, at *5 (E.D. Mo. May 15, 2018) (approving a \$30,000 service award divided evenly among four named plaintiffs, and collecting cases approving incentive awards of \$10,000, \$15,000, \$20,000, and \$25,000) (citing *Lees v. Anthem Ins. Cos., Inc.*, No. 4:13-cv-1411 (SNLJ), 2015 U.S. Dist. LEXIS 74902, at *10 (E.D. Mo. June 10, 2015)); *Hendrickson v. Fifth Third Bank*, No. 0:18-cv-00086 (TNL) (D. Minn.) (approving a \$16,600 service award to a single class representative in a consumer class action). Class Counsel respectfully requests service awards of \$7,500.00 each to Plaintiffs Hansen and Arquette.

IV. THIS MOTION IS TIMELY AND SATISFIES RULE 23(h) AND THE COURT'S ORDER.

Federal Rule of Civil Procedure 23(h) provides that “[i]n a certified class action, the court may award reasonable attorney’s fees and nontaxable costs that are authorized by law or by the parties’ agreement,” on motion, with notice to the class. Fed. R. Civ. P. 23(h). Consistent with that rule, the Court’s Order requires that “Class Counsel shall file any motion for attorneys’ fees and reimbursement of expenses and any motion for an Incentive Award at least thirty (30) days before the Objection/Exclusion Deadline,” and that the motion “shall be posted on the settlement website promptly after filing.” (Order ¶ 18.) Class Counsel files this Motion in accordance with that schedule.

CONCLUSION

For the foregoing reasons, Class Counsel respectfully requests that the Court enter an Order (1) awarding Class Counsel attorneys’ fees of \$65,000.00; (2) reimbursing Class Counsel \$1,904.24 in litigation expenses; and (3) approving service awards of \$7,500.00 to each Class Representative, all to be paid from the Settlement Fund in accordance with the terms of the Settlement Agreement.

Dated this 30th day of September 2026.

Respectfully submitted,

CONSUMER JUSTICE CENTER, P.A.

/s/ Thomas J. Lyons Jr.

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***ATTORNEYS FOR PLAINTIFFS AND THE
SETTLEMENT CLASS***

**UNITED STATES DISTRICT COURT
DISTRICT OF MINNESOTA
COURT FILE NO.: 0:24-cv-02670-SGE**

Nick Hansen and Meghan Arquette, on behalf of themselves and all others similarly situated, Plaintiffs, v. Renters Warehouse, LLC, Defendant and Third-Party Plaintiff, v. Vardhan Yedla Srinivasa Harsha and Gauri V. Yedla, Third-Party Defendants.	WORD COUNT COMPLIANCE
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I, Thomas J. Lyons, hereby certify that the MEMORANDUM OF LAW IN SUPPORT OF CLASS COUNSEL’S MOTION FOR AN AWARD OF ATTORNEYS’ FEES, REIMBURSEMENT OF LITIGATION EXPENSES, AND SERVICE AWARDS complies with the word count limitation specified in Local Rule 7.1(f) and with the type size limitation of Local Rule 7.1(h). I further certify that, in preparation of this memorandum, I used Microsoft Office Word version 16.48, and that this word processing program has been applied specifically to include all text, including headings, footnotes,

and quotations, in the following word count. I further certify that the above-referenced memorandum contains 3,634 words.

Dated this 30th day of September 2026.

/s/ Thomas J. Lyons Jr.

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