UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF VIRGINIA
ALEXANDRIA DIVISION

In re: Capital One Financial Corporation, Affiliate Marketing Litigation

This Document Relates To: *All Cases*

Case No.: 1:25-cv-00023-AJT-WBP

MEMORANDUM OF LAW IN SUPPORT OF PLAINTIFFS' MOTION FOR ATTORNEYS' FEES AND CLASS REPRESENTATIVE SERVICE AWARDS

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INTRODUCTION

The Settlement Agreement[1] reached in this litigation represents an excellent result for the Settlement Class. It secures meaningful non-monetary relief for all Settlement Class Members in the form of business practice changes that require Defendants[2] to comply with industry rules and standards designed to prevent browser extensions, like the Capital One Shopping Browser Extension, from diverting commissions earned by content creators like Plaintiffs and Settlement Class Members ("Business Practice Commitments"). The Settlement also provides uncapped compensation for Settlement Class Members who are able to demonstrate plausible harm based on agreed-upon parameters ("Proof Payments"), and alternative monetary relief for those who cannot make the same showing ("Alternative Payments"). In short, the Settlement benefits "go straight to the heart of Plaintiffs' allegations" and are tailored to the relief sought through the litigation. *Goodlaxson v. Mayor and City Council of Baltimore*, 776 F. Supp. 3d 311, 324 (D. Md. 2025).

The Business Practice Commitments secured by the Settlement ensure Capital One's continued compliance with industry rules and policies that require the Browser Extension to "stand down" when consumers reach the websites of online merchants via affiliate links posted by content creators like Plaintiffs and Settlement Class Members. The prospective relief provided by Capital One's Business Practice Commitments is therefore closely tailored to the relief sought in the litigation and represents substantial and ongoing value for the Settlement Class.

The Proof Payments provide full cash compensation for any commission payments

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[1] Unless otherwise indicated, capitalized terms used herein have the same meaning as defined in the Settlement Agreement. ECF No. 353-1 ("S.A.").

[2] The Parties to the Settlement are the Settlement Class Representatives (or "Plaintiffs"), on behalf of the proposed Settlement Class Members, and Defendants Capital One Financial Corporation, Wikibuy LLC, and Wikibuy Holdings, LLC (collectively, "Capital One" or "Defendants"). While the Action was pending, the names of entities Wikibuy LLC and Wikibuy Holdings, LLC were changed to Capital One Shopping LLC and Capital One Shopping Holdings, LLC, respectively.

received by Capital One on purchases made by consumers referred by a Settlement Class Member's affiliate link, so long as those transactions can be identified in the Capital One Shopping Data using the agreed-upon parameters mutually developed by the Parties. Alternatively, Settlement Class Members who partner with at least one merchant that also partners with Capital One are eligible for Alternative Payments, in the amount of $20, if their identifying information can be found in the Capital One Shopping Data. While the dollar amount of any single commission may be small, the prospective relief provided by Capital One's Business Practice Commitments delivers a significant benefit to *all* Settlement Class Members, regardless of whether they submit a claim for cash payment.

Class Counsel has achieved the central goal of bringing this litigation to conclusion, securing a Settlement that provides real benefits that are closely tied to Plaintiffs' underlying claims, in the face of significant legal and practical realities that could have foreclosed any recovery at all. Class Counsel are confident in the strength of Plaintiffs' claims, but also acknowledge the significant risk of adverse rulings on class certification, summary judgment, at trial, and on appeal. Balanced against these risks, and the inherent uncertainty of protracted litigation, the Settlement represents an exceptional result for the Settlement Class.

The Settlement Agreement was reached after ten months of hard-fought litigation. In that time, Class Counsel completed a fact-intensive investigation into the technical architecture and operation of the Capital One Shopping Browser Extension, which was critical to every aspect of the case, from drafting the detailed allegations in the Consolidated Class Action Complaint to crafting the terms of the Settlement Agreement. Rigorous legal research and analysis was also required to support Plaintiffs' claims, which raise novel questions of law in the first case of its kind. Class Counsel successfully opposed Defendants' motion to dismiss Plaintiffs' Complaint

pursuant to Federal Rule of Civil Procedure 12(b)(1) and survived most of Defendants' challenges to the legal viability of Plaintiffs' claims under Rule 12(b)(6). Class Counsel reviewed and produced hundreds of thousands of documents in a massive discovery effort, which also required extensive work with Plaintiffs' experts to understand Capital One's source code and structured data. Class Counsel took and defended more than a dozen depositions, including depositions of Defendants' designated corporate representatives, fact witnesses, third parties, and Plaintiffs. Throughout the discovery process, Class Counsel briefed and argued numerous motions to compel or quash discovery. And before the case was resolved, Class Counsel produced full reports from two experts and briefed Plaintiffs' motion for class certification.

In recognition of these efforts and the meaningful relief provided by the Settlement Agreement, Class Counsel respectfully request an award of attorneys' fees and reasonable expenses in the combined amount of $3,950,000. Of this combined amount, $673,292.82 is comprised of expenses reasonably incurred in the prosecution of this action, leaving a net fee request of $3,276.707.18, which represents only a portion of the total lodestar accrued in this case. Class Counsel also request service awards in the amount of $10,000 for each of the five Settlement Class Representatives.

FACTUAL BACKGROUND[3]

A. Overview of the Litigation

Plaintiffs and Capital One participate in a corner of the online shopping world known as "affiliate marketing," a type of performance-based marketing where merchants partner with content creators or "publishers" to promote products and services in exchange for commissions on

[3] Unless otherwise noted, factual statements set forth in this Memorandum are supported by the Consolidated Declaration of Class Counsel ("Counsel Decl.") attached hereto as **Exhibit 1**.

resulting sales. *See* ECF No. 216 (Pretrial Order #6) at 3. Publishers, including Plaintiffs and Settlement Class Members, post unique "affiliate links" on their websites, blogs, and social media platforms to promote the merchants' products to their online followers, and they are contractually entitled to a commission when they are the last publisher to refer a consumer to a merchant's online store (via an affiliate link) before the consumer completes a purchase. *Id.* at 3–4, 11. Merchants rely on unique identifiers embedded in affiliate links ("affiliate IDs") and tracking codes stored on consumers' browsers to identify which publishers are entitled to commissions. *Id.* at 3.

This case, which resulted from the consolidation of several cases filed against Capital One (ECF Nos. 9, 20, 24, 39, 52, 74, 78, 79) stems from Plaintiffs' allegations that the Capital One Shopping Browser Extension wrongfully diverts commissions earned by content creators, like Plaintiffs and Settlement Class Members, pursuant to standardized agreements with online merchants. ECF No. 216 ("Pretrial Order No. 6") at 1–6.

On March 5, 2025, after reviewing nearly twenty applications for plaintiffs' leadership, the Court appointed the undersigned counsel as Plaintiffs' Interim Co-Lead Counsel ("Class Counsel"). ECF No. 112 (Pretrial Order #2). Class Counsel immediately prepared a detailed proposed discovery plan, exchanged initial written discovery with Capital One, negotiated an ESI protocol, crafted and negotiated search terms for ESI discovery, negotiated a protective order, and filed a motion to compel production of documents, interrogatory responses, and witnesses for 30(b)(6) testimony. ECF Nos. 123, 136, 137, 139, 140, 168.

1. Pleadings and Dispositive Motion Practice

On March 25, 2025, following extensive factual investigation, legal research, and careful vetting and selection of dedicated named Plaintiffs, Class Counsel filed an 86-page Amended Consolidated Class Action Complaint against Capital One. ECF No. 121 (the "Complaint"). The

Complaint asserted common law claims for unjust enrichment, tortious interference, and conversion, as well as statutory claims for violations of the Computer Fraud and Abuse Act ("CFAA"), New York General Business Law § 349, California's Unfair Competition Law, California's Comprehensive Computer Data Access & Fraud Act, and Pennsylvania's Computer Offenses Law.

On April 16, 2025, Capital One filed a Motion to Dismiss the Complaint in its entirety, pursuant to Federal Rules of Civil Procedure 12(b)(1) and 12(b)(6). ECF Nos. 142–43. Capital One challenged Plaintiffs' Article III standing, arguing that Plaintiffs failed to allege a cognizable injury fairly traceable to the Browser Extension, and moved to dismiss each of Plaintiffs' common law and statutory claims, characterizing the claims as nothing more than a "competitive dispute." ECF No. 143 at 2. Plaintiffs opposed the Motion to Dismiss, ECF No. 180, and briefing concluded in less than a month, ECF No. 191.

On May 14, 2025, the Court heard extensive argument on the Motion to Dismiss, ECF No. 196, and on June 2, the Court entered an Order denying Capital One's Motion, in part, allowing Plaintiffs' unjust enrichment, tortious interference, and CFAA claims to advance, while dismissing their conversion claim and the other statutory claims. ECF No. 216 at 12–33.

2. Discovery Practice

Plaintiffs engaged in an intensive discovery effort to prepare this case for expedited class certification briefing. Plaintiffs served several rounds of written discovery, dozens of third-party subpoenas, and reviewed over 20,000 documents produced by Defendants. *See* Class Counsel Decl. ¶¶ 15, 18. Plaintiffs also took nearly a dozen depositions of Defendants' fact witnesses, designated corporate representatives, and third parties. *Id.* ¶ 18. Plaintiffs worked closely with experts to review and analyze Defendants' structured data and source code, which proved crucial

to developing the evidence necessary to settle the case. *Id.* ¶¶ 21–23.

Plaintiffs also answered Defendants' written discovery requests, which required extensive collection and review of Plaintiffs' electronic documents. *Id.* ¶ 16. Plaintiffs produced roughly 107,000 documents totaling 1,025,000 pages after collecting and reviewing documents from five custodians and a total of 80 ESI sources. *Id.* ¶ 17. All but one of the five Plaintiffs also sat for depositions. *Id.* ¶ 19.

Throughout the foregoing offensive and defensive discovery efforts, Class Counsel briefed and successfully argued multiple motions to compel related to, *inter alia*, Capital One's production of source code and structured data. ECF Nos. 168, 171, 194, 195, 199, 212, 226, 283, 293.

Expert discovery was similarly difficult and hard-fought. Plaintiffs enlisted three experts, including two testifying experts, to analyze and opine on the Browser Extension's source code, Defendants' structured data, and the affiliate marketing industry. Plaintiffs' experts spent dozens of hours reviewing Capital One's source code, and Plaintiffs' counsel and staff spent over a hundred hours identifying and analyzing contracts relevant to the proffered opinions of Plaintiffs' industry expert. Class Counsel Decl. ¶¶ 21–22. Plaintiffs' consulting experts attended numerous depositions in the case to assist Plaintiffs' counsel on technical matters outside their expertise. *Id.* ¶ 23. These experts also submitted full reports in support of Plaintiffs' Motion for Class Certification. *Id.* ¶ 24.

3. Class Certification

Less than three months after the Court's ruling on Capital One's Motion to Dismiss, Plaintiffs filed their Motion for Class Certification, seeking certification of a nationwide class of affiliate marketers whose commissions were allegedly wrongfully diverted when the Browser Extension performed a "redirect" without a consumer first manually activating the Extension. ECF

No. 314. Plaintiffs' Motion for Class Certification was still pending when the Parties filed a Notice of Settlement on September 18, 2025, indicating they had reached an agreement in principle to settle the case. ECF No. 335.

B. Mediation and Settlement

Parallel to the litigation of the case, the Parties engaged in extensive arm's-length settlement negotiations, beginning in August 2025. The negotiations were overseen by former United States Magistrate Judge, the Hon. Jay C. Gandhi (Ret.). The negotiations included a full day, in-person mediation session on August 28, 2025, followed by weeks of extensive and hard-fought negotiations facilitated by Judge Gandhi. On or about September 18, 2025, the Parties executed a binding term sheet, which was later superseded by the Settlement Agreement. Class Counsel Decl. ¶ 26.

The Parties' settlement negotiations were professional throughout, but they were marked by significant factual and legal disputes impacting the value of the case. The Parties' hard work through discovery and motion practice framed the key issues for both sides, positioned the case for settlement, and—with Judge Gandhi's assistance—the Parties were able to reach a resolution. At all times, the negotiations were conducted at arm's length, and free of collusion of any kind. Attorneys' fees were not discussed in any manner until the Parties had reached agreement on the material terms of the Settlement. *Id.* ¶¶ 26–28.

C. Terms of the Settlement

The Settlement terms provide an excellent result for the Settlement Class, particularly in light of the significant litigation risks and uncertainties that could have foreclosed any recovery.

1. The Settlement Class

The Settlement Class is defined as follows:

> All persons (including entities) in the United States who participated in an affiliate commission program with an online merchant that also partnered with Capital One Shopping during the Class Period, and who were involved in a transaction in which Capital One Shopping was also involved. Excluded from the Settlement Class are the entities listed in Exhibit H to the Settlement Agreement.
>
> S.A. § 1.46.

Excluded from the Settlement Class are (i) Capital One, any entity in which Capital One has a controlling interest, and Capital One's officers, directors, legal representatives, Successors, Subsidiaries, and assigns; (ii) any judge, justice, or judicial officer presiding over the Action and the members of their immediate families and judicial staff; and (iii) any individual who timely and validly opts out of the Settlement Class.

2. Business Practice Commitments

Capital One has agreed to implement and maintain (for a period of at least two years) certain business practice changes ("Business Practice Commitments") designed to ensure the Browser Extension continues to comply with stand-down rules and policies established by the affiliate networks and merchants Capital One partners with. The Business Practice Commitments include establishing a formal and periodic review process to monitor the Browser Extension's compliance with those rules and policies. *Id.* § 3.5. Capital One will evaluate whether any change made for a particular merchant or affiliate network should be implemented globally (i.e., across multiple merchants or affiliate networks, if consistent with those merchants' or networks' stand-down rules). *Id.* And Capital One will also identify an "ombudsman" to serve as a point of contact for merchants, affiliate networks, and publishers to raise concerns with Capital One about its compliance with the terms of the Settlement. *Id.* Moreover, these Commitments are enforceable in this Court, with the prevailing party in any such dispute being entitled to attorneys' fees and costs. *Id.*

Class Counsel and Plaintiffs' experts expended significant time and resources to gain access to and analyze Capital One's structured data and source code. Those efforts were necessary to understand how the Browser Extension operates and allowed Plaintiffs to successfully negotiate Capital One's Business Practice Commitments, which are discussed in full detail in § 3.5 of the Settlement Agreement. *See also* Counsel Decl. ¶¶ 21–22.

3. Monetary Relief

Settlement Class Members will have two alternative means of obtaining compensation: (1) "Proof Payment"; or (2) "Alternative Payment." S.A., §§ 3.2, 4.4.

Proof Payments. Capital One agrees to pay a Proof Payment to each Settlement Class Member who submits a Proof Payment Claim Form with sufficient information to demonstrate that the Settlement Class Member has at least one (1) transaction in the Capital One Shopping Data[4] posted on or after November 1, 2023[5] that qualifies under the agreed-upon list of rules and parameters mutually developed by the Parties. These rules and parameters are formal queries designed to identify instances where Capital One received a commission in connection with a sale in which another affiliate's link was clicked prior to a click on Capital One's affiliate link.[6] *Id.* § 4.4.3.1. If a Settlement Class Member's affiliate data is associated only with transactions that were

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[4] The Capital One Shopping Data includes structured data through the date of the Preliminary Approval Order. *See* S.A. §§ 1.8, 1.54.

[5] Capital One changed the way it maintained data about affiliate links preceding its own as of November 1, 2023. The Parties disagree about the extent to which reliable information can be reconstructed for the period prior to November 1, 2023 but have agreed, for purposes of this Settlement, that only data from on or after November 1, 2023 will be used to determine eligible transactions for Proof Payments.

[6] The query that will used to identify eligible transactions in the data is reflected in Exhibit B to the Term Sheet. The Parties agree that Exhibit B to the Term Sheet reflects highly confidential information containing Capital One's trade secrets, and that it shall not be filed with the Court unless directed to be filed by the Court (and then, the Parties shall seek leave to file Exhibit B under seal).

posted prior to November 1, 2023, they are not eligible for a Proof Payment. They *are*, however, still eligible for an Alternative Payment, so long as they submit the information set forth below. *Id.* § 4.4.3.1.

For each qualifying transaction posted on or after November 1, 2023 identified in the Capital One Shopping Data, Settlement Class Members will be entitled to receive 100% of the amount of any commission(s) received by Capital One Shopping. This amount shall not be capped in any way. To obtain a Proof Payment, Settlement Class Members are required to submit trade names, publisher IDs or affiliate IDs, affiliate links (both short- and long-form), or click IDs. In layperson's terms, in order to be eligible for a Proof Payment, there must be sufficient indication in the data that Capital One received a commission in connection with a transaction where a consumer clicked on the Claimant's affiliate link prior to clicking on Capital One's affiliate link, and Capital One's receipt of that commission may have been inconsistent with industry standards.

Alternative Payments. Settlement Class Members who submit an Alternative Payment Claim Form, or who submit a Proof Payment Claim Form that is deemed invalid or insufficient, shall receive an Alternative Payment of $20, so long as the Settlement Class Member has submitted information with their Claim Form sufficient to demonstrate that an identifier of theirs is present in a URL within the page_view data (such as a publisher ID, affiliate ID, affiliate link, or trade name) of the Capital One Shopping Data, and evidence indicating that both Capital One and the Settlement Class Member both partner with the same merchant through affiliate networks that Capital One Shopping also partners with. *Id.* § 4.4.3.2. In layperson's terms, in order to be eligible for an Alternative Payment, there must be sufficient indication of the Claimant's affiliate information in Capital One's data.

Should a Settlement Class Member provide invalid or insufficient information in their

initial claim submission, the administrator will send the Settlement Class Member a deficiency notice, allowing them 14 days to submit additional information to establish their entitlement to a Proof Payment or Alternative Payment. *Id.* § 4.4.4.2.

ARGUMENT

Under Federal Rule of Civil Procedure 23(h), Class Counsel "may petition the Court for compensation relating to any benefits to the Class that result from the attorneys' efforts." *Brown v. Transurban USA, Inc.*, 318 F.R.D. 560, 575 (E.D. Va. 2016) (citing *Boeing Co. v. Van Gemert*, 444 U.S. 472 (1980)); *see also* Fed. R. Civ. P. 23(h) ("In a certified class action, the court may award reasonable attorneys' fees and nontaxable costs that are authorized by law or by the parties' agreement.").

Subject to the Court's approval, Capital One has agreed to pay Class Counsel's attorneys' fees and expenses, separately from the relief to the Settlement Class, in a combined amount not to exceed $3,950,000. S.A. § 3.4.1. Less reasonable expenses incurred ($673,292.82), the requested fee of $3,276,707.18 represents only a portion of Class Counsel's total lodestar of $9,248,584 (resulting in a negative multiplier of 0.35).[7] Counsel Decl. ¶¶ 42–45, 75. Attorneys' fees were not discussed in any manner until after the Parties reached an agreement on the material terms of the Settlement. *Id.* ¶ 28.

I. THE REQUESTED ATTORNEYS' FEES ARE REASONABLE

There are two primary methods for evaluating the reasonableness of a request for attorneys' fees: (1) the "percentage of the fund method," which awards fees as a percentage of the benefit secured for the Class; and (2) the lodestar method, "which awards fees based on the value of

[7] Additional non-lead counsel for Plaintiffs submitted a total of 674 hours, pursuant to Plaintiffs' time keeping protocol, resulting in an additional lodestar of $503,001 (or total accrued lodestar of $9,751,585), which further reduces the multiplier to 0.34. *See* Counsel Decl. ¶ 46.

Counsel's time spent litigating the claims." *Brown*, 318 F.R.D. at 575; *see also Galloway v. Williams*, 2020 WL 7482191, at *4 (E.D. Va. Dec. 18, 2020). The Fourth Circuit has not adopted one approach over the other. *Id.* Accordingly, district courts have discretion to use either method to discern the reasonableness of a requested fee award. *See, e.g.*, *McAdams v. Robinson*, 26 F.4th 149, 162 (4th Cir. 2022); *Grissom v. The Mills Corp.*, 549 F.3d 313, 320 (4th Cir. 2008).

"With either method, the goal is to make sure counsel is fairly compensated." *Brown*, 318 F.R.D. at 575. The percentage-of-the-fund method is generally favored in cases where the settlement provides for a common fund. *See, e.g.*, *In re The Mills Corp. Sec. Litig.*, 265 F.R.D. 246, 260 (E.D. Va. 2009); *Brown*, 318 F.R.D. at 575; *Galloway*, 2020 WL 7482191, at *5. But "[t]his approach is complicated where a settlement includes significant recovery in forms that are not easily assigned a monetary value[.]" *Curry v. Money One Fed. Credit Union*, 2021 WL 5839432, at *4 (D. Md. Dec. 9, 2021); *see also, e.g.*, *In re Prudential Ins. Co. Am. Sales Prac. Litig.*, 148 F.3d 283, 333 (3d Cir. 1998) (urging application of the lodestar method where "the nature of the recovery does not allow the determination of the settlement's value necessary [for the percentage method]"); 5 Newberg on Class Actions (Fifth) § 15:92 (2021). Accordingly, where, as here, there is no common fund on which to base a percentage of recovery and the Settlement provides substantial benefits in the form of nonmonetary relief, courts evaluate requested attorneys' fees under the lodestar method. *See, e.g.*, *Brown*, 318 F.R.D. at 575; *Abubaker v. Dominion Dental USA, Inc.*, 2021 WL 6750844, at *6 (E.D. Va. Nov. 19, 2021).

Calculating reasonable attorneys' fees using the lodestar method requires the Court to first "determine the lodestar figure by multiplying the number of reasonable hours expended times a reasonable rate." *Robinson v. Equifax Info. Servs., LLC*, 560 F.3d 235, 243 (4th Cir. 2009). Then, to discern the reasonableness of the lodestar figure, courts are guided by the twelve factors

enumerated in *Johnson v. Georgia Highway Express, Inc.*, 488 F.2d 714 (5th Cir. 1974) and adopted by the Fourth Circuit in *Barber v. Kimbrell's, Inc.*, 577 F.2d 216 (4th Cir. 1978) (the "*Johnson* factors").

A. Lodestar Calculation

Class Counsel's total lodestar accrued in this case from inception through December 31, 2025 is $9,248,584, measured by the number of hours reasonably expended in the litigation multiplied by Class Counsel's reasonable hourly rates. *See* Counsel Decl. ¶¶ 5, 41–45. "[T]here is a 'strong presumption' that the lodestar figure is reasonable," especially where, as here, Class Counsel's requested fee is less than their total lodestar. *Perdue v. Kenny A. ex rel. Winn*, 559 U.S. 542, 554 (2010); *see also McAdams v. Robinson*, 26 F.4th 149, 162 (4th Cir. 2022) (finding requested fee presumptively reasonable because it was less than the lodestar figure).

1. Hours Reasonably Expended

Class Counsel's lodestar represents 12,554 total hours invested in the litigation. Counsel Decl. ¶ 44.[8] These hours are "reasonable in light of the extensive litigation conducted in [this action]." *In re Lumber Liquidators Chinese-Manufactured Flooring Prods. Mktg.*, 2020 WL 5757504, at *6 (E.D. Va. 2020 Sept. 4, 2020).

The Settlement Agreement was reached after ten months of hard-fought litigation. Class Counsel conducted an intensive investigation prior to filing the operative Complaint, which included significant factual and legal research, as well as careful vetting and selection of dedicated named Plaintiffs. Counsel Decl. ¶ 11. Plaintiffs' claims raise novel legal issues and questions of

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[8] The total number of hours, broken down by Class Counsel's respective firms, is as follows: 1,794.60 hours (Cohen Milstein Sellers & Toll PLLC); 1,701.40 hours (Hausfeld LLP); 3443.05 hours (Berger Montague); and 5,615.50 (Stueve Siegel Hanson LLP). Class Counsel Decl. ¶ 45. Non-lead counsel for Plaintiffs submitted an additional 674 hours pursuant to Plaintiffs' time keeping protocol. *Id.* ¶ 46.

first impression, which required Class Counsel to spend substantial time opposing Defendants' motion to dismiss Plaintiffs' Complaint pursuant to Federal Rules of Civil Procedure 12(b)(1) and 12(b)(6). *Id.* ¶¶ 12–13. Following the Court's order denying Defendants' motion to dismiss (in part), Class Counsel completed a large-scale discovery effort, reviewing and producing hundreds of thousands of documents. *Id.* ¶¶ 14–20. In addition to written discovery, Class Counsel also took and defended over a dozen depositions of Defendants' designated corporate representatives, fact witnesses, third parties, and Plaintiffs. *Id.* ¶¶ 18–19. Throughout the discovery process, Class Counsel briefed and successfully argued numerous discovery motions. *Id.* ¶ 20. Class Counsel also devoted a substantial amount of time to expert discovery, which was critical to the development of Plaintiffs' claims and ultimately enabled Class Counsel to negotiate the favorable resolution provided by the Settlement Agreement. *Id.* ¶¶ 21–23. And before the case was resolved, Class Counsel produced full reports from two experts and briefed Plaintiffs' motion for class certification. *Id.* ¶¶ 24–25.

Class Counsel coordinated the foregoing work among their four respective law firms to prevent duplication of effort, and assigned work to associates and paralegals whenever possible and appropriate. *Id.* ¶¶ 42, 48. The hours Class Counsel spent litigating this action reflect the effort required to achieve a satisfactory result and therefore support the reasonableness of the requested fee. *See, e.g.*, *Goodlaxson*, 776 F. Supp. 3d at 322–23 (finding "the tasks for which counsel billed and the associated billing times were reasonable, as they included conducting the initial investigation, preparing a demand letter and the complaint, issuing discovery requests, reviewing discovery and analyzing data, engaging in . . . settlement discussions, . . . preparing court filings, among other tasks").

2. Reasonable Hourly Rate

The hourly rates charged by Class Counsel are reasonable, based on each person's position and experience level, and have been previously approved by multiple courts in similar consumer class actions. *See* Counsel Decl. ¶¶ 47, 52–55. Their rates are comparable to the rates charged by other law firms with similar experience, expertise, and reputation, for similar services in the nation's leading legal markets. *See, e.g.*, *Blum v. Stenson*, 465 U.S. 886, 895 n.11 (1984); *In re Neustar, Inc. Sec. Litig.*, 2015 WL 8484438, at *10 (E.D. Va. 2015) (approving rates of $260–$310 for paralegal services, $420–$700 for associates, and $800–$975 for partners, in part because the fee award requested represented a substantial discount off the total lodestar calculated using these rates); *Seaman v. Duke University*, 2019 WL 4674758, at *5 (M.D.N.C. 2019) (listing comparable rates from national class action firm).[9]

For purposes of the lodestar calculation, the determination of a reasonable hourly rate should be guided by the "prevailing market rate." *Robinson v. Equifax Info. Servs., LLC*, 560 F.3d 235, 244 (4th Cir. 2009); *see also, e.g.*, *Lumber Liquidators*, 2020 WL 5757504, at *6

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[9] To the extent the Court finds Class Counsel's rates to be higher than the prevailing rates in Alexandria, Virginia, in cases involving "complex issues requiring specialized experience"—such as this one—"it is reasonable to look beyond local rates in calculating the reasonable rate for a lodestar comparison." *Seaman*, 2019 WL 4674758, at *5; *see also, e.g.*, *Rum Creek Coal Sales Inc. v. Caperton*, 31 F.3d 169, 178 (4th Cir. 1994) ("Rates charged by attorneys in other cities, however, may be considered" where, as here, the case is complex and Class Counsel is "well-experienced in the types of matters involved."); *Sims v. BB&T Corp.*, 2019 WL 1993519, at *2 (M.D.N.C. May 6, 2019) (stating that "a national market rate is appropriate for matters involving complex issues requiring specialized expertise"); *Kruger v. Novant Health, Inc.*, 2016 WL 6769066, at *4 (M.D.N.C. Sept. 29, 2016) ("This Court finds the relevant market rate for cases such as the present case to be a nationwide market rate."). Class Counsel's hourly rates reflect their national class action practices specializing in complex, high-risk class action litigation and are the rates they customarily charge in these types of cases. *See* Counsel Decl. ¶¶ 52–55; *see also* *Singleton v. Domino's Pizza, LLC*, 976 F. Supp. 2d 665, 689 n.12 (D. Md. 2013) (finding hourly rates to be reasonable because, "while somewhat high for this district, [they] are within a reasonable range for firms with national class action practices").

("Determining whether an hourly rate is reasonable 'is fact-intensive and is best guided by what attorneys earn from paying clients for similar services in similar circumstances.'") (quoting *Rum Creek Coal Sales, Inc. v. Caperton*, 31 F.3d 169, 175 (4th Cir. 1994)). The Fourth Circuit has held that "[e]vidence of fee awards in comparable cases is generally sufficient to establish the prevailing market rates in the relevant community." *E. Associated Coal Corp. v. Dir., Office of Workers' Comp. Programs*, 724 F.3d 561, 572 (4th Cir. 2013) (quoting *Newport News Shipbuilding & Dry Dock Co. v. Brown*, 376 F.3d 245, 251 (4th Cir. 2004)).[10]

Here, Class Counsel includes "some of the area's leading experts on class action litigation." *Brown*, 318 F.R.D. at 575. And the hourly rates charged by Class Counsel in this case have been approved by multiple courts in similar consumer class actions. *See, e.g.*, *Brown*, 318 F.R.D. at 575 (finding hourly rates charged by class counsel, including Mr. Pizzirusso of Hausfeld LLP, "within the low range for rates charged by attorneys with similar levels of experience and credentials in Washington, D.C.") (*see also* Case No. 1:15-cv-00494-JCC-MSN, Doc. No. 105-4 at 3 (E.D. Va. Sept. 13, 2016) (reflecting Hausfeld LLP's approved rates)); *In Re Harvard Pilgrim Data Sec. Incident Litig.*, No. 1:23-cv-11211-NMG, Doc. No. 114 (D. Mass. Aug. 4, 2025) (same); *Reed v. PostMeds, Inc.*, No. 4:23-cv-05710-HSG, Doc. No. 116 (N.D. Cal. Jun. 17, 2025) (same); *In re James River Group Holdings, Ltd. Sec. Litig.*, 2024 WL 3649603, at *1 (E.D. Va. May 24, 2024) (approving attorneys' fee award, including rates charged by Cohen Milstein Sellers & Toll PLLC) (*see also* Case No. 3:21-cv-00444-DJN, Doc. No. 126-7 (E.D. Va. April 19, 2024) (reflecting

[10] The prevailing market rate may also be established through: (1) affidavits reciting the precise fees that counsel with similar qualifications have received in comparable cases; (2) information concerning recent fee awards by courts in comparable cases; and (3) specific evidence of counsel's actual billing practice or other evidence of actual rates which counsel can command in the market. *See, e.g.*, *Spell v. McDaniel*, 824 F.2d 1380, 1402 (4th Cir. 1987); *Dollar Tree Stores, Inc. v. Norcor Bolingbrook Assocs., LLC*, 699 F. Supp. 2d 766, 768 (E.D. Va. 2009).

Cohen Milstein's approved rates, ranging from $945 to $1,320)); *In re Cap. One Consumer Data Sec. Breach Litig.*, Case No. 1:19-MD-2915-AJT-JFA, 2022 WL 17176495, at *5 (E.D. Va. Nov. 17, 2022) (finding Stueve Siegel's and co-counsel's blended 2021 rates reasonable); *O'Dell v. Aya Healthcare*, 753 F. Supp. 3d 1155, 1161 (S.D. Cal. Oct. 15, 2024) (finding Stueve Siegel's 2024 rates "reasonable" in a contested fee application) (*see also* Case No. 3:22-cv-01151-CAB-MMP, Doc No. 107-2 (S.D. Cal. Aug. 19, 2024)); *Torretto v. Donnelley Fin. Sols., Inc.*, 2023 WL 123201, at *4 (S.D.N.Y. Jan. 5, 2023) (approving lodestar application based on Stueve Siegel's 2022 rates); *In re Equifax Inc., Customer Data Security Breach Litig.*, 2020 WL 256132, at *39 (N.D. Ga. March 17, 2020) (approving as reasonable Hausfeld, Cohen Milstein, and Stueve Siegel's 2019 rates up to $935 and co-counsel's rates up to $1,050), *aff'd in relevant part*, 999 F.3d 1247 (11th Cir. 2021); *Taylor v. Inflection Risk Sols., LLC*, Case No. 20-cv-2266, Doc. No. 94 (D. Minn. Nov. 15, 2022) (granting motion for attorneys' fees, including Berger Montague's hourly rates, ranging from $390 to $980 for attorneys and $240 to $370 for support staff); *Rilley v. MoneyMutual, LLC*, Case No. No. 16-cv-4001, Doc. No. 342 (D. Minn. April 14, 2020) (granting motion for attorneys' fees based on the lodestar method and finding Berger Montague's hourly rates, ranging from $198 to $760 for attorneys and $43 to $305 for support staff, to be reasonable); *In re Domestic Drywall Antitrust Litig.*, 2018 WL 3439454, at *20 (E.D. Pa. July 17, 2018) (finding hourly rates charged by Berger Montague, among other firms, "well within the range of rates charged by counsel in this district in complex cases"); *Devlin v. Ferrandino & Son, Inc.*, 2016 WL 7178338, at *10 (E.D. Pa. Dec. 9, 2016) ("[T]he hourly rates for Class Counsel [including Berger Montague] are well within the range of what is reasonable and appropriate in this market").

Moreover, Class Counsel's requested fee is only a fraction of Class Counsel's total lodestar, representing a negative multiplier of 0.35. Such a low multiplier is "unsurprisingly below

average both nationally and in this Circuit." *Galloway*, 2020 WL 7482191, at *12; *see also, e.g.*, *In re Genworth Fin. Sec. Litig.*, 210 F. Supp. 3d 837, 845 (E.D. Va. 2016) ("District courts within the Fourth Circuit have regularly approved attorneys' fees awards with 2–3 times lodestar multipliers."); *Jones v. Dominion Res. Servs.*, 601 F. Supp. 2d 756, 766 (S.D. W. Va. 2009) ("Courts have generally held that lodestar multipliers falling between 2 and 4.5 demonstrate a reasonable attorneys' fee.") (collecting cases); *Neustar*, 8484438, at *10 (noting multiplier of 0.36 was "comfortably below the range of multipliers other courts have found to be reasonable"); *Lumber Liquidators*, 2020 WL 5757504, at *76, *84 (E.D. Va. 2020 Sept. 4, 2020) (finding "negative multiplier (0.82x) [was] much smaller than multipliers which have been found reasonable in similar cases"). Class Counsel's total lodestar and negative multiplier therefore support the reasonableness of the requested fee award.[11]

B. Class Counsel's Fee Request is Fair and Reasonable

In the Fourth Circuit, twelve factors guide the Court's analysis in determining the reasonableness of attorneys' fees calculated under the lodestar method: (1) the time and labor expended; (2) the complexity of the litigation, including the novelty and difficulty of the questions raised; (3) the skill required to properly perform the legal services rendered; (4) the risk of nonpayment and the attorneys' opportunity costs in pressing the instant litigation; (5) the customary fee for like work; (6) the attorneys' expectations at the outset of the litigation; (7) the time limitations imposed by the client or circumstances; (8) the amount in controversy and the

[11] Moreover, Class Counsel's lodestar calculation does not include the substantial amount of time that Class Counsel will be required to devote to achieving final approval of the Settlement, seeking fees and service awards, responding to any objections, overseeing the claims administration process, the distribution of settlement funds to the Class, and litigating any appeals. These additional hours, for which Class Counsel will not receive any additional compensation from the Settlement Fund, effectively reduce the multiplier even further, and should be considered in evaluating the reasonableness of the fee request. *See* Class Counsel Decl. ¶ 56.

results obtained; (9) the experience, reputation, and ability of the attorneys; (10) the undesirability of the case within the legal community in which the suit arose; (11) the nature and length of the professional relationship between attorney and client; and (12) attorneys' fees awards in similar cases. *See Barber*, 577 F.2d at 226 n.28; *see also Brown v. Transurban USA, Inc.*, 318 F.R.D. 560, 577 (E.D. Va. 2016).

The Court "need not address in detail every single one of these factors[.]" *Dollar Tree Stores, Inc. v. Norcor Bolingbrook Assocs., LLC*, 699 F. Supp. 2d 766, 768 (E.D. Va. 2009) (citing *Moore v. SouthTrust Corp.*, 392 F. Supp. 2d 724, 733 (E.D. Va. 2005)). And the Court need not address all twelve factors independently "because such considerations are usually subsumed within the initial calculation of hours reasonably expended at a reasonable hourly rate."[12] *MTU Am. Inc. v. Swiftships Shipbuilders LLC*, 2015 WL 4139176, at *3 (E.D. Va. July 8, 2015) (internal citation omitted).[13]

Because "the result obtained for the class is often treated as the most important factor[,]" Class Counsel begin their analysis with the eighth factor (the amount in controversy and the results obtained). *Genworth*, 210 F. Supp. 3d at 843; *see also, e.g.*, *Hensley v. Eckerhart*, 461 U.S. 424, 436 (1983); *McKnight v. Circuit City Stores, Inc.*, 14 Fed. App'x 147, 149 (4th Cir. 2001); *Doe v. Chao*, 435 F.3d 492, 506 (4th Cir. 2006); *Brown*, 318 F.R.D. at 577 ("[T]he 'results obtained'

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[12] *See supra* section I.A.(1)–(2) for analysis covering the first, fifth, and twelfth *Johnson* factors: [1] the time and labor expended; [5] the customary fee for like work; and [12] attorneys' fees awards in similar cases.

[13] *See also Galloway*, 2020 WL 7482191, at *9 n.6 ("The Court does not consider: [7] the time limitations imposed by the client or circumstances [the seventh *Johnson* factor]; [10] the undesirability of the case within the legal community in which the suit arose [the tenth *Johnson* factor]; or [11] the nature and length of the professional relationship between attorney and client [the eleventh *Johnson* factor]. Class Counsel has offered no evidence that these three factors are relevant to this case nor does the Court have any independent reason to think that these factors would affect its analysis.").

factor is typically considered the most important.”).

1. Class Counsel Obtained an Excellent Result for the Class

The Settlement Agreement represents an excellent result for the Settlement Class, including both monetary benefits and meaningful nonmonetary relief, and the requested fee “is consistent with the amount in controversy and the results obtained in this action.” *Lumber Liquidators*, 2020 WL 5757504, at *10. Class Counsel’s zealous, effective, and efficient prosecution of this case—through intensive fact and expert discovery and full briefing on dispositive motions and class certification—achieved the central goal of the litigation, a Settlement Agreement that provides substantial benefits tailored to Plaintiffs’ underlying claims.

The monetary relief secured by the Settlement includes: (1) full cash compensation for any commission payments received by Capital One on purchases made by consumers referred by a Settlement Class Member’s affiliate link; and, in the event those transactions cannot be identified in the Capital One Shopping Data, (2) alternative payments, in the amount of $20, are available to Settlement Class Members who partner with at least one merchant that also partners with Capital One and whose identifying information can be found in the Capital One Shopping Data.

Although “[n]ot every class member will receive a cash damages payment, all class members will receive [the benefits of Capital One’s Business Practice Commitments], which is the relief that underlies their claims.” *Haney v. Genworth Life Ins. Co.*, 2023 WL 1111646, at *5 (E.D. Va. Jan. 30, 2023). The Business Practice Commitments ensure Capital One’s continued compliance with industry rules and policies that require the Browser Extension to “stand down” when consumers reach the websites of online merchants via affiliate links posted by content creators like Plaintiffs and Settlement Class Members. The prospective relief provided by Capital One’s Business Practice Commitments therefore represents substantial and ongoing value for the

Settlement Class

Not only does the Settlement Agreement provide meaningful relief to the Settlement Class, but it also eliminates the risk of adverse rulings on class certification, summary judgment, at trial, and on appeal. Balanced against the many significant risks, the settlement value here provides an exceptional result for the Class and supports Class Counsel's request for attorneys' fees. *See* Class Counsel Decl. ¶¶ 62–64.

2. The Complexity of the Litigation Supports the Requested Fee

This case presented novel legal claims and questions of first impression, and "the complexity and difficulty of settling a case of this magnitude warrants finding that Class Counsel's [requested fee] is reasonable." *Goodlaxson*, 776 F. Supp. 3d at 323 ("And the Court agrees with Class Counsel's assessment that '[t]he process of settling a case like this one is exponentially more complicated than settling a class action for primarily monetary relief.'") (internal citation omitted); *see also Lumber Liquidators*, 2020 WL 5757504, at *10 ("In light of the difficulties posed by this multifaceted complex litigation, no further adjustment [to the lodestar figure] is appropriate.").

"In evaluating the complexity and duration of the litigation, courts consider . . . the amount of motions practice prior to settlement and the amount and nature of discovery." *Jones*, 601 F. Supp. 2d at 761. As demonstrated above, this case was heavily litigated, including review and production of hundreds of thousands of documents, more than a dozen depositions, and heavy discovery motion practice. Class Counsel Decl. ¶¶ 14–24. And although nearly all class actions involve a high level of risk, expense, and complexity, "[c]onsumer class action litigation" is particularly "complex and difficult to prosecute[.]" *In re Arby's Rest. Group, Inc. Data Sec. Litig.*, 2019 WL 2720818, at *3 (N.D. Ga. June 6, 2019); *see also Good v. W. Virginia-Am. Water Co.*, 2017 WL 2884535, at *25 (S.D. W. Va. July 6, 2017) ("there are good reasons to award higher-

than-typical fees when the issues in a case are particularly 'novel and complex'").

Accordingly, the complexity of this case, including the novelty and difficulty of the questions raised, strongly supports the reasonableness of Class Counsel's fee request. *See* Class Counsel Decl. ¶¶ 62–64.

3. Class Counsel are Skilled and Efficient Lawyers

The quality of the representation is a significant factor supporting Class Counsel's fee request. *See Genworth*, 210 F. Supp. 3d at 844 ("The skill required in complex cases such as this involving massive discovery efforts and complicated issues of fact and law also weighs in favor of supporting the substantial attorneys' fees award in this case."). As reflected by the leadership application process—which included nearly 20 applications for leadership and objections thereto—and this Court's Order Appointing Plaintiffs' Lead Counsel, ECF No. 112 (Pretrial Order # 2), Class Counsel have substantial experience litigating complex class actions. *See* Class Counsel Decl. ¶¶ 65–71.

Class Counsel's skill and expertise support the reasonableness of their requested fee. *See In re Linerboard Antitrust Litig.*, 2004 WL 1221350, at *5 (E.D. Pa. June 2, 2004) ("[T]he result achieved is the clearest reflection of petitioners' skill and expertise."). Moreover, courts often evaluate the quality of the work performed by plaintiffs' counsel in light of the quality of the opposition's representation. *See, e.g.*, *Mills*, 265 F.R.D. at 262 (noting that counsel reached a favorable settlement against "experienced and sophisticated defense attorneys"); *Smith v. Krispy Kreme Doughnut Corp.*, 2007 WL 119157, at *2 (M.D.N.C. Jan. 10, 2007) ("Additional skill is required when the opponent is a sophisticated corporation with sophisticated counsel."). Here, Capital One was represented by highly skilled and experienced litigators, from one of the country's leading defense firms, with extensive experience advising large corporate defendants in class

action litigation. *See* Class Counsel Decl. ¶¶ 70–71. Class Counsel obtained the benefits for the Settlement Class here in the face of skilled and vigorous opposition. Accordingly, this factor weighs in favor of the requested fee.

4. Class Counsel Faced Significant Risk of Nonpayment and Opportunity Costs

As reflected in Class Counsel's total lodestar figure, and the total number of hours devoted to this litigation, "Class Counsel expended a large amount of time and out-of-pocket costs in the course of this litigation, thereby affecting their ability to devote their time and resources to other matters." *Lumber Liquidators*, 2020 WL 5757504, at *10; *see also, e.g.*, *Seaman*, 2019 WL 4674758, at *4; *Genworth*, 210 F. Supp. 3d at 844–45. The prodigious time and resources Class Counsel committed to this case weigh in favor of the requested fee.

"Further underscoring the opportunity cost borne by counsel was the persistent risk of non-payment" presented by the legal and factual challenges in the case. *Lumber Liquidators*, 2020 WL 5757504, at *10. Although Plaintiffs survived Capital One's motion to dismiss, in large part, similar cases asserting similar claims have not. *See Wendover Prods., LLC v. PayPal Inc.*, 2025 WL 3251667, at *1–6 (N.D. Cal. Nov. 21, 2025) (dismissing complaint with leave to amend). And the risk of receiving little or no recovery was magnified here by the rigorous defense mounted by Capital One. *See, e.g.*, *Mills*, 265 F.R.D. at 264 ("[C]ounsel bore a substantial risk of nonpayment . . . . [t]he outcome of the case was hardly a foregone conclusion, but nonetheless counsel accepted representation of the plaintiff and the class on a contingent fee basis, fronting the costs of litigation.") (citation omitted); *Phillips v. Triad Guar. Inc.*, 2016 WL 2636289, at *6 (M.D.N.C. May 9, 2016) (finding fee award justified where lead counsel "bore the risks involved with surviving dispositive motions, obtaining class certification, proving liability, causation, and damages, prevailing with experts, and litigating through trial and possible appeals" knowing "that

the only way [they] would be compensated was to achieve a successful result"). In addition to the risk of non-recovery at trial, "any victory at trial in this case would have to withstand appeals which could reverse or limit any award by a jury." *Genworth*, 210 F. Supp. 3d at 844. In the face of these risks, Class Counsel vigorously represented Plaintiffs and obtained a substantial recovery on behalf of the Class. *See* Class Counsel Decl. ¶¶ 72–76.

Additionally, Class Counsel self-funded $673,292.82 in total expenses to prosecute this litigation, which would not have been reimbursed absent a successful result. Counsel Decl. ¶ 75 & **Exhibit B**; *see also, e.g.*, *Mills*, 265 F.R.D. at 263 (finding this factor weighed in favor of awarding the requested fee in light of uncertainty of case outcome, defendants' rigorous defense, and the fact that lead counsel "devoted thousands of hours on the case and fronted nearly $3 million in costs in the process"); *In re Rent-Way Sec. Litig.*, 305 F. Supp. 2d 491, 516 (W.D. Pa. 2003) ("Aside from investing their time, counsel had to front copious sums of money . . . . Thus, the risks that counsel incurred in prosecuting this case were substantial and further support the requested fee award."). "Moreover, public policy favors incentivizing 'capable and seasoned counsel' to undertake complex litigation." *Haney*, 2023 WL 1111646, at *8 (citing *In re The Mills*, 265 F.R.D. at 263).

Class Counsel undertook this case on a wholly contingent basis and ran a substantial risk of no recovery whatsoever. They worked expeditiously and efficiently in this matter to achieve a desirable result for the Settlement Class, and their expectations at the outset of the litigation were "that any recovery would depend on the success of the claims raised." *Lumber Liquidators*, 2020 WL 5757504, at *10; *see also* Class Counsel Decl. ¶ 76. Accordingly, the risk of nonpayment and the opportunity costs borne by Class Counsel here weigh heavily in favor of the requested fee award.

5. Public Policy Considerations Support the Requested Fee

"[A] central factor in fixing the amount of attorneys' fees is to ensure that competent, experienced counsel will be encouraged to undertake the often risky and arduous task of representing a class[.]" *Mills*, 265 F.R.D. at 260. In complex cases, fee awards have been enhanced by courts "to provide an incentive for competent lawyers to pursue such actions in the future." *In re Microstrategy, Inc. Sec. Litig.*, 172 F. Supp. 2d 778, 788 (E.D. Va. 2001). Public policy "generally favors attorneys' fees that will induce attorneys to act and protect individuals who may not be able to act for themselves but also will not create an incentive to bring unmeritorious actions." *Jones*, 601 F. Supp. 2d at 765 (citing *In re Merrill Lynch Tyco Research Sec. Litig.*, 249 F.R.D. 124, 142 (S.D.N.Y. 2008) and *Microstrategy*, 172 F. Supp. 2d at 789 n.36). "The cost and difficulty [of bringing a meritorious complex class action] naturally stands as a deterrent from doing so, and one object of an award of attorneys' fees should be to counteract this deterrence and incentivize competent attorneys to pursue these cases when necessary." *Mills*, 265 F.R.D. at 263; *see also Kay Co. v. Equitable Prod. Co.*, 749 F. Supp. 2d 455, 469 (S.D. W. Va. 2010) ("Attorneys' fee awards must be large enough to ensure the availability of counsel in class actions, where the plaintiffs' individual claims may not be large enough to take on individually. The risks of investing time and resources in a class action cannot be discounted."). Public policy considerations therefore support the requested fee here.

C. The Requested Service Awards Are Reasonable

Service awards are "intended to compensate class representatives for work done on behalf of the class, to make up for financial or reputational risk undertaken in bringing the action, and, sometimes, to recognize their willingness to act as a private attorney general." *Brown*, 318 F.R.D. at 578 (internal citation omitted); *see also Reynolds v. Fidelity Invs. Institutional Operations Co.*,

2020 WL 92092, at *4 (M.D.N.C. Jan. 8, 2020) ("At the end of a successful class action, it is common for trial courts to compensate class representatives for the time and effort they invested to benefit the class.").

Here, the five Settlement Class Representatives have fulfilled their duties to the Class admirably. *See* Counsel Decl. ¶ 79. They made themselves available to Class Counsel to assist with the investigation into their claims. *Id.* They responded to discovery requests propounded by Defendants, including numerous interrogatories and document requests. *Id.* They prepared for and sat for depositions. *Id.* And they carefully considered and approved the terms of the Settlement Agreement as in the best interests of the Class, after extensive review and discussion with Class Counsel. *Id.*

Accordingly, Class Counsel request service awards of $10,000 for each of the five Settlement Class Representatives. Service awards of this size are reasonable, and similar awards have been previously approved by this Court. *See, e.g.*, *Ryals, Jr. v. HireRight Sols., Inc.*, No. 3:09-cv-625 (E.D. Va. Dec. 22, 2011) (awarding $10,000 service award to each class representative); *Goodlaxson*, 776 F. Supp. 3d at 326–27 (granting service awards of $10,000); *Kirkpatrick v. Cardinal Innovations Healthcare Sols*., 352 F. Supp. 3d 499, 507 (M.D.N.C. 2018) (same). The Settlement Agreement is not conditioned on the Court's approval of this request. S.A. § 3.3.2.

CONCLUSION

For the reasons discussed herein, Plaintiffs respectfully request that the Court: (1) award Class Counsel $3,950,000 in combined attorneys' fees and reasonable expenses; and (2) award each of the five Settlement Class Representatives a service award of $10,000.

Dated: March 18, 2026

Respectfully submitted,

/s/ Steven T. Webster
Steven T. Webster (VSB No. 31975)
WEBSTER BOOK LLP
2300 Wilson Blvd., Suite 728
Arlington, Virginia 22201
T: (888) 987-9991
E: swebster@websterbook.com

Plaintiffs' Local Counsel

Norman E. Siegel (*pro hac vice*)
STUEVE SIEGEL HANSON LLP
460 Nichols Road, Suite 200
Kansas City, Missouri 64112
T: (816) 714-7100
E: siegel@stuevesiegel.com

E. Michelle Drake (*pro hac vice*)
BERGER MONTAGUE PC
1229 Tyler Street NE, Suite 205
Minneapolis, MN 55413
T: 612.594.5999
F: 612.584.4470
E: emdrake@bm.net

Douglas J. McNamara (*pro hac vice*)
COHEN MILSTEIN SELLERS & TOLL PLLC
1100 New York Ave. NW, 8th Floor
Washington, DC 20005
T: (202) 408-4600
F: (202) 408-4699
E: dmcnamara@cohenmilstein.com

James J. Pizzirusso (*pro hac vice*)
HAUSFELD LLP
1200 17th Street N.W., Suite 600
Washington, DC 20036
T: (202) 540-7200
E: jpizzirusso@hausfeld.com

Plaintiffs' Co-Lead Counsel

CERTIFICATE OF SERVICE

I hereby certify that on March 18, 2026, I electronically filed the foregoing document with the Clerk of the Court using the CM/ECF system, which will send notice of electronic filing to all counsel of record.

/s/ *Steven T. Webster*
Steven T. Webster (VSB No. 31975)
WEBSTER BOOK LLP