UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY
NEWARK DIVISION

IN RE: METFORMIN MARKETING AND SALES PRACTICES LITIGATION	Case No. 2:20-cv-2324-MCA-MAH Honorable Madeline C. Arleo Honorable Michael A. Hammer

MEMORANDUM IN SUPPORT OF PLAINTIFFS' MOTION FOR ATTORNEYS' FEES, COSTS, EXPENSES, AND SERVICE AWARDS

TABLE OF CONTENTS

PAGE

TABLE OF AUTHORITIES

PAGE(S)

CASES

RULES

Plaintiffs Joseph Brzozowski, Jacqueline Harris, Kristen Weineinger, Michael Hann, Masao Hendrix, MSP Recovery Claims, Series LLC, County of Monmouth, and Central Midwest Regional Council of Carpenters Welfare Fund f/k/a Ohio Carpenters' Health Fund. ("Plaintiffs"), by and through Class Counsel,[1] respectfully submit this Memorandum of Law in Support of Plaintiffs' Motion for Attorneys' Fees, Costs, Expenses, and Service Awards.

INTRODUCTION

For the last six years, Plaintiffs and Class Counsel have aggressively and thoroughly litigated this case against a small fleet of defendants, encompassing some of the largest pharmaceutical manufacturers and pharmaceutical companies in the world. Plaintiffs and Class Counsel drafted comprehensive pleadings, litigated multiple rounds of motion to dismiss briefing, adjudicated numerous discovery disputes (on top of the review of significant documents), and sat for depositions in the case of the Consumer Plaintiffs.

Those efforts bore fruit. Plaintiffs and Class Counsel reached proposed class settlements with Teva and Granules, totaling $5.5 million. These non-reversionary funds represent more than half of Teva's revenue for Metformin products, and nearly 100% of Granules' revenue for Metformin products. And the settlements not only

[1] All terms not defined herein shall have the same meaning as set forth in the Teva Settlement (ECF No. 641-1 Ex. 1) and/or Granules Settlement (*id.* Ex. 2).

bring an end to years of litigation, they placate the significant risks that lay ahead for Plaintiffs absent settlement, including costly and complex scientific and other expert testimony. Indeed, the trajectory of this case should be evident from the similar *In re Valsartan* matter, which is on year eight of litigation and has over 3,000 docket entries encompassing a wide variety of issues.

Suffice it to say, the Settlements represent an excellent result. In light of the exceptional result achieved, and for the reasons stated below, Plaintiffs respectfully request that, pursuant to Fed. R. Civ. P. 23(h), the Court award (i) Class Counsel $1,833,333.33 (or one-third, 33⅓%, of the settlement amount) in attorneys' fees; (ii) Class Counsel $350,631.96 in costs and expenses; and (iii) each Plaintiff a $3,500 service award ($28,000 total) for their efforts on behalf of the Settlement Class.

ARGUMENT

"In 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." *See* Fed. R. Civ. P. 23(h). An attorney "who recovers a common fund for the benefit of persons other than himself or his client is entitled to a reasonable attorney's fee from the fund as a whole." *Boeing Co. v. Van Gemert*, 444 U.S. 472, 478 (1980).

While attorneys' fees may be calculated using either the percentage-of-recovery method or the lodestar method, "[w]here fees and class recovery come from a fund agreed for class recovery, the percentage-of-recovery method is used."

Johnson v. Comodo Group, Inc., 2026 WL 296417, at *5 (D.N.J. Feb. 4, 2026). The percentage-of-recovery method is preferred in common fund cases because it "rewards counsel for success and penalizes it for failure." *In re Rite Aid Corp. Sec. Litig.*, 396 F.3d 294, 300 (3d Cir. 2005). *See also In re Kirsch v. Delta Dental of N.J.*, 534 Fed. Appx. 113, 115 (3d Cir. 2013) (percentage of recovery method "generally favored in common fund cases") (cleaned up); *Kanefsky v. Honeywell Int'l Inc.*, 2022 WL 1320827, at *10 (D.N.J. May 3, 2022) (common fund settlements "best analyzed using the percentage-of-recovery methodology") (cleaned up); *In re Philips/Magnavox TV Litig.*, 2012 WL 1677244, at *15 (D.N.J. May 14, 2012) ("The percentage-of-recovery method is preferred in common fund cases…"). However, as set forth below, a lodestar crosscheck—which yields a *negative* multiplier—confirms the reasonableness of Class Counsel's requested fee award.

I. THE *GUNTER* FACTORS SUPPORT CLASS COUNSEL'S REQUESTED FEE

In evaluating fee awards, courts in the Third Circuit consider the following factors as articulated in *Gunter v. Ridgewood Energy Corp.*, 223 F.3d 190, 195 n.1 (3d Cir. 2000):

> (1) the size of the fund created and the number of persons benefitted; (2) the presence or absence of substantial objections by members of the class to the settlement terms and/or the fees requested by counsel; (3) the skill and efficiency of the attorneys involved; (4) the complexity and duration of the litigation; (5) the risk of nonpayment;

(6) the amount of time devoted to the case by counsel; and
(7) awards in similar cases.

Courts "need not apply these [factors] in a formulaic way" and "[c]ertain factors may be afforded more weight than the others." *Gunter v. Ridgewood Energy Corp.*, 223 F.3d at 195 n.1.

As demonstrated below, each *Gunter* factor supports the requested fee.

A. The Size Of The Fund Created And The Number Of Persons Benefitted Favor The Requested Fee

In awarding fees, the "most critical factor is the degree of success obtained." *Hensley v. Eckhart*, 461 U.S. 424, 436 (1983). To assess this factor, courts "consider[] the fee request in comparison to the size of the fund created and the number of class members to be benefitted." *Harshbarger v. Penn Mut. Life Ins. Co.*, 2017 WL 6525783, at *3 (E.D. Pa. Dec. 20. 2017) (cleaned up).

Here, the total $5,500,000 non-reversionary cash Settlement Funds ($3 million for Teva and $2.5 million for Granules/Heritage) are an excellent result for the Settlement Class. The Settlement Funds provide a reasonable recovery weighed against the considerable time and expense of litigation that the Settlement Class has already faced. Joint Decl. ¶¶ 3-5.

Specifically, the $3 million Teva Settlement constitutes more than half of Teva's revenue for the MCDs, while the $2.5 million Granules Settlement represents nearly 100% of Granules revenue for the MCDs. Joint Decl. ¶ 5. These amounts easily fall within the range of reasonableness. *See*, *e.g.*, *In re Ikon Office Solutions, Inc. Sec. Litig.*, 194 F.R.D. 166, 183 (E.D. Pa. 2000) (approving settlement that was between 5.2% to 8.7% of "class counsel's best estimate of recovery at trial if all issues were resolved in their favor"). Likewise, each consumer class member is expected to receive a payment of the full amount they paid for the MCDs, while the TPP class members are expected to receive a reasonable amount. Joint Decl. ¶ 5. Against these significant recoveries, the Settlements placate the significant risk of nonpayment in a case that has already been litigated for over six years and gone through several rounds of motions to dismiss. Argument § I.E, *infra*.

From the Settlement Fund, Class Counsel requests one-third of the Settlement Fund in attorneys' fees. Such an amount is routinely approved and deemed reasonable in consumer class actions like this one. *See*, *e.g.*, *Demmick v. Cellco P'ship*, 2015 WL 13646311, at *3 (D.N.J. May 1, 2015) ("Many district courts in this Circuit have chosen to award attorneys' fees at the 33.33% level—which is the approximate median of the range recognized as acceptable by the Third Circuit."); *In re Suboxone (Buprenorphine Hydrochloride and Naloxone) Antitrust Litig.*, 2024 WL 815503, at *16 (E.D. Pa. Feb. 27, 2024) ("[T]he Third Circuit has noted that reasonable fee awards in percentage-of-recovery cases generally range from nineteen to forty-five percent of the common fund.") (cleaned up); *Flynn-Murphy v. Jaguar Land Rover N. Am., LLC*, 2025 WL 3771284, at *21 (D.N.J. Dec. 31, 2025)

("[T]he requested attorney's fees award represents 36.85 percent of the total fund value, which is within the range regularly approved by courts in this Circuit.").

Thus, this factor supports the reasonableness of the fee request.

B. To Date, There Are No Objections To Class Counsel's Requested Attorneys' Fees

The Third Circuit has recognized that when there are either no or few objections to a fee request, it can be said that the class's "reaction to the fee request supports approval" of the requested fees. *In re Rite Aid Corp. Sec. Litig.*, 396 F.3d 294, 305 (3d Cir. 2005); *see also In re Schering-Plough Corp.*, 2012 WL 1964451, at *6 (D.N.J. May 31, 2012) ("The lack of objections to the requested attorneys' fees supports the request, especially because the settlement class includes large, sophisticated institutional investors") (cleaned up); *In re Philips/Magnavox*, 2012 WL 1677244, at *18 (absence of objections "strongly support[ed] approval" of requested fees).

The notice advised the Settlement Class that Class Counsel intended to seek up to one-third of the Settlement Funds. To date, there have been thousands of claims submitted and only a single objection to the Settlement. *See* Joint Decl. ¶ 24; *id.* Ex. 12.[2] However, this objection simply asks Class Counsel to provide

[2] The objection deadline has not yet elapsed. ECF No. 658 at 14. In the event any objections are received, Class Counsel will inform the Court in their forthcoming Motion for Final Approval and provide updated information on the notice and claims process.

information such as lodestar, expenses, and multipliers, which Class Counsel is providing through this Motion. *Id.* ¶ 24. Other information such as the final amount paid to Class Members can only be calculated after the claims deadline and will thus be provided with the forthcoming Final Approval Motion. *Id*. Accordingly, the objection appears largely premature. Regardless, the single objection compared to the thousands of claims supports the requested fee award.

C. Settlement Class Counsel Demonstrated Considerable Skill And Efficiency In Litigating This Action

Courts consider "the skill and efficiency of Plaintiff's counsel as measured by the quality of the result achieved, the difficulties faced, the speed and efficiency of the recovery, the standing, experience and expertise of the counsel, the skill and professionalism with which counsel prosecuted the case and the performance and quality of opposing counsel." *Hall v. AT&T Mobility LLC*, 2010 WL 4053547, at *19 (D.N.J. Oct. 13, 2010) (cleaned up). "The Third Circuit has explained that the goal of the percentage fee-award device is to ensure 'that competent counsel continue to undertake risky, complex, and novel litigation.'" *In re Suboxone*, 2024 WL 815503, at *14 (quoting *Gunter*, 223 F.3d at 198).

Here, Class Counsel achieved excellent results in a case that bore significant risk. Class Counsel are highly experienced in prosecuting complex class actions and their combined experience and diligence in this litigation enabled the excellent result obtained. *See*, *e.g.*, Joint Decl. ¶¶ 2, 6. And as this Court is aware, Class Counsel aggressively prosecuted this case over the course of six years, including opposing four motions to dismiss, conducting significant discovery that included defending depositions, and raising and litigating numerous discovery disputes. Joint Decl. ¶ 2; *see also In re Philips/Magnavox*, 2012 WL 1677244, at *6, *8, *13, *18 (noting that when class counsel has extensive experience litigating and settling complex consumer class actions and obtained substantial benefit for class through settlement that "this factor weighs in favor of approval"); *Kanefsky*, 2022 WL 1320827, at *11 (noting "zealous advocacy" by counsel for all parties, which consisted of "highly reputable firms with experience in complex class actions and civil litigation" " support[ed] approving the requested fee award").

With respect to the quality of opposing counsel, Class Counsel have not achieved the results in this litigation easily. There were many large and sophisticated firms representing the respective Defendants, which required heightened effort and skill. Joint Decl. ¶ 4; *Dartell v. Tibet Pharms., Inc.*, 2017 WL 2815073, at *9 (D.N.J. June 29, 2017) ("'The quality and vigor of opposing counsel' is relevant when evaluating the quality of services rendered by Lead Counsel.") (cleaned up).

Accordingly, analysis of this factor supports Class Counsel's fee request.

D. The Complexity And Duration Of The Action Favor The Requested Fee

This case has been hard fought since its inception in 2020. Class Counsel faced challenging and complex legal issues, having four times opposed motions to dismiss that resulted in the dismissal of a number of Plaintiffs' claims (and even an outright initial dismissal for lack of Article III standing). Joint Decl. ¶¶ 2-4. Further, Class Counsel investigated and analyzed—in consultation with experts—the scope and extent of the alleged NDMA contamination in the MCDs. *Id.* ¶ 2. This action thus necessitated the review of complex scientific and legal issues. *See*, *e.g.*, *In re Philips/Magnavox*, 2012 WL 1677244, at *8, *18 (consumer class action concerning design defects in flat screen televisions involved "many complex legal and technical issues," which "weighs in favor of approval"); and *In re Vicuron Pharms., Inc. Sec Litig.*, 512 F. Supp. 2d 279, 284 (E.D. Pa. 2007) (complexity weighed in favor of approving settlement where the case was "more complicated than an average securities fraud class action due to the scientific nature of the facts underlying the claim.").

Likewise, the duration of the litigation—more than six years to date—is significant because Class Counsel has gained a complete understanding of the issues asserted in the litigation, and the risks involved in continuing through trial and appeals. *See, e.g., McDermid v. Inovio Pharms., Inc.*, 2023 WL 227355, at *12 (E.D. Pa. Jan. 18, 2023) ("With efforts spanning almost three years, Counsel's requested fees are justified"); *In re Philips/Magnavox*, 2012 WL 1677244, at *11, *18 (approving fee award where litigation was pending for three years).

Accordingly, analysis of this factor supports Class Counsel's fee request.

E. The Risk Of Nonpayment Favors The Requested Fee

"Courts in the Third Circuit have consistently recognized that the attorneys' contingent fee risk is an essential factor in determining a fee award." *In re Mercedes-Benz Emissions Litig*., 2021 WL 7833193, at *14 (D.N.J. Aug. 2, 2021); *see also In re Schering-Plough Corp. Enhance ERISA Litig.*, 2012 WL 1964451, at *7 (D.N.J. May 31, 2012) (approving 33.3% fee and noting that "the risk created by undertaking an action on a contingency fee basis militates in favor of approval"). As numerous courts have recognized in the contingent fee context:

> [c]ounsel's contingent fee risk is an important factor in determining the fee award. Success is never guaranteed and counsel faced serious risks since both trial and judicial review are unpredictable. Counsel advanced all of the costs of litigation, a not insubstantial amount, and bore the additional risk of unsuccessful prosecution.

Hall, 2010 WL 4053547, at *20 (cleaned up).

Given the unsettled nature of the of the claims pursued in this case, there was a significant risk that Plaintiffs would not prevail. A number of claims were dismissed by Judge Arleo in prior motion to dismiss orders. *See* ECF Nos. 127, 156, 251, 517, 638. Indeed, Judge Arleo's first and third motion to dismiss orders dismissed the prior complaints in their entirety for lack of Article III standing. ECF Nos. 127, 517. Further, as discussed above, this action involved complex and unique scientific and legal issues regarding the scope and extent of the alleged NDMA contamination in the MCDs and the nature and extent of damages suffered by Settlement Class Members. *See* Argument § I.D, *supra*.

Thus, there was a significant risk that Settlement Class Members would recover nothing absent the considerable settlement reached by Plaintiffs and Class Counsel (and therefore, that Class Counsel would go unpaid for their hard work). Notwithstanding this, Class Counsel represented the Class on a purely contingent basis, with no up-front retainer fees or allowance for expenses, or any compensation during the lengthy pendency of the litigation. *See In re Suboxone*, 2024 WL 815503, at *15 ("Class Counsel devoted extensive amounts of time and resources to litigating this case, all while pursuing complex legal theories which brought with them no guarantee of recovery at trial."); *In re Philips/Magnavox*, 2012 WL 1677244, at *18 ("Class Counsel undertook this action on a contingent fee basis, assuming a substantial risk that they might not be compensated for their efforts"); *Hall*, 2010 WL 4053547, at *20 (that class counsel undertook litigation on a contingent basis was "a real and important factor to consider").

Accordingly, analysis of this factor supports Class Counsel's fee request.

F. The Significant Time Devoted To This Action Favors The Requested Fee

The docket and procedural history demonstrate that Class Counsel devoted significant time to this action. Indeed, over six years of litigation, Class Counsel spent 13,532.43 hours over the course of more than six years and $350,631.96 in out-of-pocket expenses prosecuting this action for the Settlement Class. Joint Decl. ¶¶ 7, 16.

Among other tasks, Class Counsel engaged in multiple rounds of briefing on motions to dismiss, pursued and reviewed significant documentary discovery, brought a number of discovery disputes, responded to Defendants' discovery requests, defended depositions, negotiated the Settlements at arm's length over the course of many months, and prepared the various settlement, notice, and preliminary approval materials to present to the Court. Joint Decl. ¶ 2.

Moreover, if the Court grants final approval to the settlement, Class Counsel will incur additional uncompensated hours in connection with seeking final approval of, and administering, the Settlement to secure immediate financial recovery for Class Members. Joint Decl. ¶ 12; *see also In re Remeron Direct Purchaser Antitrust Litig*., 2005 WL 3008808, at *15 (D.N.J. Nov. 9, 2005) (observing that class counsel would "likely incur hundreds of additional hours in connection with administering the settlement, without [compensation]"); *Kanefsky*, 2022 WL 1320827, at *11 (the fact that "Co-Lead Counsel will likely be expending additional hours and resources assisting Class Members with the claims process" "weighs in favor of approving the requested fee award.")

Accordingly, analysis of this factor supports Class Counsel's fee request.

G. The Requested Fee Is In Line With Awards In Similar Cases

As noted above, "[m]any district courts in this Circuit have chosen to award attorneys' fees at the 33.33% level—which is the approximate median of the range recognized as acceptable by the Third Circuit." *Demmick*, 2015 WL 13646311, at *3; *see* Argument § I.A, *supra*.

Accordingly, this factor favors the requested fee award.

II. THE *PRUDENTIAL* FACTORS ALSO SUPPORT CLASS COUNSEL'S REQUESTED FEE

In addition to the *Gunter* factors, courts consider the factors articulated in *In re Prudential Ins. Co. Am. Sales Practice Litig. Agent Actions*, 148 F.3d 283, 336-40 (3d Cir. 1998). Those factors are:

> [1] the value of benefits attributable to the efforts of class counsel relative to the efforts of other groups, such as government agencies conducting investigations, [2] the percentage fee that would have been negotiated had the case been subject to a private contingent fee arrangement at the time counsel was retained, and [3] any "innovative" terms of settlement.

Kanefsky, 2022 WL 1320827, at *4. These factors also support the fee request.

A. The Settlements' Benefits Are Entirely Attributable To Plaintiffs And Class Counsel

The first *Prudential* factor asks "whether the result is attributable to the efforts of any government agencies or investigations." *Flynn-Murphy*, 2025 WL 3771284, at *23. Here, there were voluntary FDA recalls of Teva and Granules' MCDs. Joint Decl. ¶ 23. However, those recalls were issued in June and July 2020, *after* this action was brought. *Id.* Thus, there was no government action upon which Plaintiffs' action was predicated.

In any event, the Settlement here goes well above the limited recall conducted by Teva and Granules. Principally, the Settlements provide monetary relief to Settlement Class Members while neither recall provides for a refund. Joint Decl. ¶ 23. Moreover, the Settlements cover all Teva and Granules MCDs, rather than just a limited subset. *Id*. Thus:

> [w]hile actions have been taken by the United States Food and Drug Administration … with respect to the recall, [C]lass [C]ounsel here have not relied on the government or other public agencies to do their work for them as has occurred in some cases. Class [C]ounsel were appointed to represent the plaintiffs in this multidistrict litigation and have been actively litigating this action, including drafting and filing the … Complaint, responding to motions to dismiss, and pursuing and analyzing discovery, without assistance from the government or any third parties.

See In re Philips Recalled CPAP, Bi-Level PAP, & Mech. Ventilator Products Litig., 347 F.R.D. 113, 133-34 (W.D. Pa. 2024) (cleaned up).

Accordingly, analysis of this factor supports Class Counsel's fee request.

B. The Requested Fee Is Consistent With The Percentage Fee That Courts In This Circuit Have Held Would Have Been Privately Negotiated

This factor compares the requested fee to that which "would have been negotiated if the case had been subject to a private contingent agreement at the time counsel was retained. Courts in the Third Circuit have found that a one-third contingency fee would fit within the customary range." *In re Innocoll Holdings Pub. Ltd. Co. Sec. Litig.*, 2022 WL 16533571, at *11 (E.D. Pa. Oct. 28, 2022) (granting requested fee of one third). Here, the requested fee award is commensurate with what courts have awarded in other complex cases. Argument §§ I.A, I.G, *supra*. Accordingly, this factor supports Class Counsel's fee request.

C. Innovative Terms of Settlements

Where a settlement does not contain any innovative terms, courts deem this factor as neutral. *See, e.g., In re Flonase Antitrust Litig.*, 291 F.R.D. 93, 105 (E.D. Pa. 2013) ("The terms of this settlement are relatively standard. In the absence of any innovative terms, this factor neither weighs in favor nor against the proposed fee request."). Here, although Class Counsel spent significant time negotiating the specific terms of the Settlements, and while the size of common fund created is substantial, the Settlements do not contain any particularly innovative terms. Accordingly, analysis of this factor weighs neither in favor nor against Class Counsel's fee request.

III. A CROSS-CHECK OF CLASS COUNSEL'S LODESTAR CONFIRMS THE REASONABLENESS OF THE FEE REQUEST

The Third Circuit has "suggested" that courts also use a "lodestar cross-check" to confirm the reasonableness of a percentage fee. *In re Rite Aid Corp. Sec. Litig.*, 396 F.3d 294, 3007 (3d Cir. 2005) (citing *Prudential*, 148 F.3d at 333). If used, the lodestar cross-check "should not displace a district court's primary reliance on the percentage-of-recovery method." *In re AT&T Corp.*, 455 F.3d 160, 164 (3d Cir. 2006). A lodestar crosscheck is "a tool to ensure that the percentage approach does not lead to a fee that represents an extraordinary lodestar multiple." *In re Healthcare Servs. Grp., Inc. Derivative Litig.*, 2022 WL 2985634, at *15 (E.D. Pa. Jul. 28, 2022) (cleaned up). Further, the multiplier is meant to "account for the contingent nature or risk involved in a particular case and the quality of the attorneys' work" as well as "to reward an extraordinary result, or to encourage counsel to undertake socially useful litigation." *Id*. (cleaned up).

Here, over six years of litigation, Class Counsel has spent a total of 13,281.88 hours on this matter, for a total lodestar of $11,279,680.25. Joint Decl. ¶ 7; *id.* Exs. 1-8. Class Counsel's hourly rates are reasonable and comport with hourly rates sought and approved in other recent class action settlements in this District. *See* Joint Decl. ¶¶ 13-15, Exs. 9-11; *see also*, *e.g.*, *Huertas v. Aeropres Corp.*, Case No. 2:21-cv-20021, ECF No. 137 (D.N.J. May 13, 2026) (approving attorneys' fees in full where hourly rates ranged from $450 for associates to $1,500 for partners); *Holden v. Guardian Analytics, Inc.*, 2024 WL 2845392, at *12 (D.N.J. June 5, 2024) (approving on hourly rates "ranging from $450 for associates to $1,125 for partners."); *In re Humanigen, Inc. Sec. Litig.*, 2024 WL 418263, at *13 (D.N.J. Sept. 13, 2024) ("reasonable" rates of "$900-1,325 per hour for partners, $500-600 per hour for associates, and $325 per hour for non-attorney analysts and paralegals").

Here, however, Class Counsel has requested a 0.16 *negative* multiplier of their lodestar. Joint Decl. ¶ 8. Such negative multipliers are presumptively reasonable. *See*, *e.g.*, *In re Humanigen, Inc. Sec. Litig.*, 2024 WL 4182634, at *13 (D.N.J. Sept. 13, 2024) ("Because the lodestar amount is more than the requested attorneys' fee award, the multiplier indicates that the award is reasonable on its face.") (cleaned up); *In re Wawa, Inc. Data Sec. Litig.*, 141 F.4th 456, 476 n.17 (3d Cir. 2025) ("A lodestar cross-check here resulted in a negative multiplier of 0.78, meaning that counsel was compensated for fewer hours than they labored. As multipliers from one to four are often awarded in class action cases, this check supports the award.").

Accordingly, the lodestar crosscheck supports Class Counsel's fee request.

IV. CLASS COUNSEL'S EXPENSES WERE REASONABLE AND NECESSARY TO THE LITIGATION

Class Counsel are "entitled to reimbursement of expenses that were adequately documented and reasonably and appropriately incurred in the prosecution of the class action." *In re Safety Components Int'l Secs. Litig.*, 166 F. Supp. 2d 72, 108 (D.N.J. 2001). *See also In re Philips/Magnavox*, 2012 WL 1677244, at *20 (same).

Here, Class Counsel's unreimbursed expenses were reasonably incurred and necessary for the prosecution of the litigation. Joint Decl. ¶¶ 16-17; *see also id.* Exs. 1-8. These expenses include, *inter alia*, legal research, records fees, case investigation fees, filing fees, travel costs, and court costs. Expenses of this type are routinely deemed reasonable and appropriately incurred. *See, e.g., In re Ins. Brokerage Antitrust Litig.*, 297 F.R.D. 136, 157-58 (D.N.J. 2013) (awarding expenses for "fees for experts, costs associated with creating and maintaining electronic databases, participation in mediation, travel and lodging expenses"); *In re Philips/Magnavox*, 2012 WL 1677244, at *20 (expenses for court fees, experts, computerized research, long distance telephone calls, photocopies, postage, couriers and travel expenses were reasonably and appropriately incurred); *Kanefsky*, 2022 WL 1320827, at *12 (noting that expenditures for travel, computer research, expert witnesses were routine and reimbursable).

Accordingly, the Court should approve reimbursement of Class Counsel's costs and expenses of $350,631.96.

V. SERVICE AWARDS FOR THE CLASS REPRESENTATIVES ARE APPROPRIATE AND REASONABLE

Service awards "are common in class actions that result in a common fund for distribution to the class." *Altnor v. Preferred Freezer Servs., Inc.*, 197 F. Supp. 3d 746 (E.D. Pa. 2016). These payments are meant to "compensate named plaintiffs for the services they provided and the risks they incurred during the course of class action litigation, and to reward the public service of contributing to the enforcement of mandatory laws." *Sullivan v. DB Inv., Inc.*, 667 F.3d 273, 333 n.65 (3d Cir. 2011) (cleaned up); *see also In re Remeron*, 2005 WL 3008808, at *18 ("The named plaintiffs spent a significant amount of their own time and expense litigating this action for the benefit of the Class. As recognized by numerous courts, such efforts should not go unrecognized.”).

Courts in the Third Circuit have often approved service awards of $3,500, or even more, to class representatives. *See*, *e.g.*, *Myers v. Jani-King of Phila.*, 2019 WL 4034736, at *10 (E.D. Pa. Aug. 26, 2019) (awarding $10,000 service awards); *Copley v. Evolution Well Servs. Operating, LLC*, 2023 WL 1878581, at *4 (W.D. Pa. Feb. 10, 2023) (same); *Bradburn Parent Teacher Store*, 513 F. Supp. 2d at 342 (awarding $75,000 service awards); *In re Remeron*, 2005 WL 3008808, at *18 (awarding $30,000 service awards); *Johnson*, 2026 WL 296417, at *7 (D.N.J. Feb. 4, 2026) (awarding $40,000 service awards).

Here, Plaintiffs litigated on behalf of the Settlement Class for approximately six years. *See* Joint Decl. ¶ 21. Plaintiffs have been personally involved, monitored and stayed informed of the litigation, searched for and produced significant documents and information—including medical records—sat for depositions (in the case of the Consumer Plaintiffs) and stayed informed of the status of the action, including settlement. Joint Decl. ¶ 21. Thus, Plaintiffs were critical to achieving the settlements with Teva and Granules. *Id.* ¶ 22.

Accordingly, Plaintiffs respectfully request that the Court award them a $3,500 service award each ($28,000 total).

CONCLUSION

For the reasons set forth above, Plaintiffs and Class Counsel respectfully requests that the Court enter the Proposed Order submitted herewith, awarding: (i) Class Counsel $1,833,333.33 (one-third or 33⅓% of the Settlement Fund) in attorneys' fees plus interest; (ii) Class Counsel $350,631.96 in unreimbursed costs and expenses; and (iii) Plaintiffs a service award of $3,500 each ($28,000 total).

Dated: June 26, 2026

Respectfully submitted,

BURSOR & FISHER, P.A.

By: */s/ Andrew J. Obergfell*
Andrew J. Obergfell

Andrew Obergfell
Max S. Roberts (*Pro Hac Vice*)
1330 Avenue of the Americas, 32nd Floor
New York, NY 10019
Telephone: (646) 837-7150
Facsimile: (212) 989-9163
aobergfell@bursor.com
mroberts@bursor.com

BURSOR & FISHER, P.A.
Scott A. Bursor (*Pro Hac Vice*)
701 Brickell Avenue, Suite 1420
Miami, FL 33131
Telephone: (305) 330-5512
Facsimile: (305) 679-9006
scott@bursor.com

CARELLA, BYRNE, CECCHI, OLSTEIN, BRODY & AGNELLO, P.C.
James E. Cecchi
Donald Ecklund

Kevin G. Cooper
5 Becker Farm Road
Roseland, New Jersey 07068
Telephone: (973) 994-1700
Facsimile: (973) 994-1744
jcecchi@carellabyrne.com
decklund@carellabyrne.com
kcooper@carellabyrne.com

KANNER & WHITELY, LLC
Conlee Whiteley
Allan Kanner
David J. Stanoch
Annemieke Tennis
701 Camp Street
New Orleans, LA 70130
Phone: (504)-524-5777
a.kanner@kanner-law.com
c.whiteley@kanner-law.com
d.stanoch@kanner-law.com
a.tennis@kanner-law.com

HONIK LLC
Ruben Honik
1515 Market Street, Ste. 1100
Philadelphia, PA 19102
Phone (267) 435-1300
rhonik@honiklaw.com

NIGH, GOLDENBERG,
RASO & VAUGHN, PLLC
Daniel Nigh (*Pro Hac Vice*)
Marlene J. Goldenberg (*Pro Hac Vice*)
14 Ridge Square NW, 3rd Floor
Washington, DC 20016
Telephone: (202) 792-7927
Facsimile: (202) 792-7927
dnigh@nighgoldenberg.com
mgoldenberg@nighgoldenberg.com

MSP RECOVERY LAW FIRM
Janpaul Portal (*Pro Hac Vice*)
3525 Northwest 7th Street
Miami, FL 33125
Tel: 305-614-2222
jportal@msprecoverylawfirm.com

SCOTT+SCOTT ATTORNEYS AT LAW LLP
Joseph P. Guglielmo (*Pro Hac Vice*)
Michelle Conston (*Pro Hac Vice*)
230 Park Avenue, 24th Floor
New York, New York 10169
Tel: (212) 223-6444
jguglielmo@scott-scott.com
mconston@scott-scott.com

LEVIN SEDRAN & BERMAN, LLP
Charles E. Schaffer (*Pro Hac Vice*)
Frederick S. Longer
Nicolas J. Elia (*Pro Hac Vice forthcoming*)
510 Walnut Street – Suite 500
Philadelphia, PA 19106
Tel: (215) 592-1500
cshaffer@lfsblaw.com
flonger@lfsblaw.com
nelia@lfsblaw.com

Class Counsel

CERTIFICATE OF SERVICE

I hereby certify that on June 26, 2026, a true and correct copy of the foregoing was served on all counsel of record via the Court's CM/ECF system.

By: *_/s/ Andrew J. Obergfell_*
Andrew J. Obergfell