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UNITED STATES DISTRICT COURT
DISTRICT OF OREGON
PENDLETON DIVISION

MICHAEL PEARSON, JAMES SUTER,
SILVIA SUTER, ROSA CAVASOS,
JEFFREY FLEMING, and JON HALEY,
individually and on behalf of all others
similarly situated

Plaintiffs,

v.

AMAZON DATA SERVICES, INC.

Defendant.

Case No. 2:26-cv-00633-SI

Fairness Hearing: January 12, 2027

The Honorable Michael H. Simon

**CLASS COUNSEL'S MOTION FOR AWARD OF ATTORNEYS' FEES,
REIMBURSEMENT OF EXPENSES, AND SERVICE AWARDS**

CERTIFICATION REGARDING COMPLIANCE WITH LR 7-1

Pursuant to LR 7-1(a), counsel for Plaintiffs certifies that they conferred with counsel for Defendant Amazon Data Services, Inc. regarding this motion. Defendant has indicated it reserves its right to respond or object to Class Counsel's application for attorneys' fees, reimbursement of expenses, and service awards.

MOTION

Class Counsel respectfully move the Court, pursuant to Federal Rule of Civil Procedure 23(h), 42 U.S.C. § 6972(e), and the common fund doctrine, for an order: (1) awarding attorneys' fees of \$5,637,500 (27.5% of the \$20,500,000 Settlement Fund); (2) reimbursing litigation expenses of \$522,228.59; and (3) approving service awards of \$5,000 each to the six Class Representatives (\$30,000 total). A memorandum in support follows.

Date: September 23, 2026

Respectfully submitted,

By: /s/ Steve W. Berman

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TABLE OF CONTENTS

	<u>Page</u>
I. INTRODUCTION	1
II. BACKGROUND	1
A. The Conditions Giving Rise to Plaintiffs’ Claims	1
B. Procedural History	2
C. Settlement Negotiations and the Settlement Agreement	3
III. ARGUMENT	4
A. Class Counsel’s Application for Attorneys’ Fees and Expenses	4
1. The common fund doctrine entitles Class Counsel to a reasonable fee.....	4
2. The requested fee should be awarded as a percentage of the common fund.	5
3. The Vizcaino factors confirm the reasonableness of the requested fee.	6
a. Results achieved.....	6
b. Risks of litigation.....	7
c. Skill required and quality of representation.....	8
d. Awards in similar cases.	9
e. Contingent nature of the fee and burden to counsel.	10
4. The Reaction of the Class supports award.....	11
5. The Lodestar cross-check confirms the reasonableness of the requested fee.	11
B. Class Counsel Is Entitled to Reimbursement of Expenses	12
C. The Court Should Approve Service Awards to the Class Representatives	13
IV. CONCLUSION.....	14

TABLE OF AUTHORITIES

	Page(s)
Cases	
<i>Bell v. Consumer Cellular, Inc.</i> , 2017 WL 2672073 (D. Or. June 21, 2017)	6, 9, 10
<i>In re Bluetooth Headset Prod. Liab. Litig.</i> , 654 F.3d 935 (9th Cir. 2011)	5, 6
<i>Boeing Co. v. Van Gemert</i> , 444 U.S. 472 (1980)	4
<i>Canava v. Rail Delivery Servs. Inc.</i> , 2022 WL 18359143 (C.D. Cal. Dec. 2, 2022)	14
<i>Cidone v. Pinnacle Prop. Mgmt. Servs., LLC</i> , 2023 WL 11984272 (D. Or. Apr. 18, 2023)	5
<i>Deaver v. Compass Bank</i> , 2015 WL 8526982 (N.D. Cal. Dec. 11, 2015)	9
<i>Dubeau v. Sterling Sav. Bank</i> , 2013 WL 4591034 (D. Or. Aug. 30, 2013)	14
<i>Fatnani v. JPMorgan Chase & Co.</i> , 2025 WL 1305294 (D. Or. May 6, 2025)	5, 11
<i>Hensley v. Eckerhart</i> , 461 U.S. 424 (1983)	6, 12
<i>In re Heritage Bond Litig.</i> , 2005 WL 1594403 (C.D. Cal. June 10, 2005)	8
<i>In re Immune Response Sec. Litig.</i> , 497 F. Supp. 2d 1166 (S.D. Cal. 2007)	12
<i>Kay Co. v. Equitable Production Co.</i> , 749 F. Supp. 2d 455 (S.D. W. Va. 2010)	5
<i>Knight v. Red Door Salons, Inc.</i> , 2009 WL 248367 (N.D. Cal. Feb. 2, 2009)	8
<i>Magallon v. Robert Half Int'l Inc.</i> , 2025 WL 1324248 (D. Or. May 7, 2025)	13, 14

<i>Mark v. Valley Ins. Co.</i> , 2005 WL 1334374 (D. Or. May 31, 2005)	9
<i>In re Mercury Interactive Corp.</i> , 618 F.3d 988 (9th Cir. 2010)	5
<i>Mullinax v. Parker Sewer & Fire Subdistrict</i> , 2014 WL 12774925 (D.S.C. Mar. 11, 2014)	5
<i>Ochinero v. Ladera Lending</i> , 2021 WL 4460334 (C.D. Cal. July 19, 2021).....	5, 12
<i>In re Omnivision Techs., Inc.</i> , 559 F. Supp. 2d 1036 (N.D. Cal. 2008)	12
<i>In re Omnivision Techs., Inc.</i> , 669 F. Supp. 2d 1036 (N.D. Cal. 2007)	5
<i>In re Pac. Enter. Sec. Litig.</i> , 47 F.3d 373 (9th Cir. 1995)	7
<i>Perkins v. Singh</i> , 2021 WL 5085119 (D. Or. Nov. 2, 2021).....	9
<i>Rodriguez v. W. Publ’g Corp.</i> , 563 F.3d 948 (9th Cir. 2009)	13
<i>In re Toyota Motor Corp. Unintended Acceleration Mktg., Sales Pracs., & Prods.</i> <i>Liab. Litig.</i> , 2013 WL 12327929 (C.D. Cal. July 24, 2013).....	8, 12
<i>Vasquez v. Coast Valley Roofing, Inc.</i> , 266 F.R.D. 482 (E.D. Cal. 2010)	13
<i>Vataj v. Johnson</i> , 2021 WL 5161927 (N.D. Cal. Nov. 5, 2021)	12
<i>Vincent v. Hughes Air W., Inc.</i> , 557 F.2d 759 (9th Cir. 1977)	4
<i>Vizcaino v. Microsoft Corp.</i> , 290 F.3d 1043 (9th Cir. 2002)	<i>passim</i>
<i>In re Washington Pub. Power Supply Sys. Sec. Litig.</i> , 19 F.3d 1291 (9th Cir. 1994)	10
<i>In re Wells Fargo & Co. S’holder Derivative Litig.</i> , 445 F. Supp. 3d 508 (N.D. Cal. 2020)	10

Statutes

42 U.S.C. § 6972(e)	12
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Other Authorities

Fed. R. Civ. P. 23(h)	4, 12
-----------------------------	-------

I. INTRODUCTION

Class Counsel respectfully submit this memorandum in support of their motion for an award of attorneys’ fees, reimbursement of litigation expenses, and service awards to the Class Representatives in this environmental class action.

This action arises from the contamination of groundwater with nitrates in the Lower Umatilla Basin Groundwater Management Area (“LUBGWMA”)—a 562-square-mile area in Morrow and Umatilla Counties, Oregon—caused by Defendant Amazon Data Services, Inc.’s (“ADS”) operation of at least thirteen data centers in the region. Through years of investigation, litigation in related proceedings, extensive document review, two full-day mediations with a highly qualified environmental mediator, and continued arm’s-length negotiations, **Class Counsel obtained a \$20,500,000 non-reversionary Settlement Fund that will fund critical water infrastructure projects for the class.**

Class Counsel request: (1) attorneys’ fees equal to 27.5% of the Settlement Fund; (2) reimbursement of \$522,228.59 in reasonable litigation expenses; and (3) service awards of \$5,000 each to the six Class Representatives (\$30,000 total) in recognition of their service to the Class. As demonstrated below, each component of this request is well-supported by Ninth Circuit precedent.

II. BACKGROUND

A. The Conditions Giving Rise to Plaintiffs’ Claims

Plaintiffs allege that wastewater from ADS’s data center operations contributed to nitrate contamination in the LUBGWMA, making water in the LBGWMA unsafe for human consumption. ECF No. 1 (“Compl.”) ¶¶ 1–12, 50–54, 69–77. Plaintiffs allege that consequences of consumption of excess nitrates include: reproductive complications (including preterm birth and birth defects), kidney and spleen disorders, respiratory diseases, and cancer, *id.* ¶ 51, as well as

infant methemoglobinemia, or “Blue Baby Syndrome,” a potentially fatal condition that turns babies blue or grey as their bodies are starved of oxygen, *id.* ¶ 50.

Plaintiffs claim that ADS operates at least thirteen data centers in the LUBGWMA, *id.* ¶ 45, and that those data centers’ cooling operations generate tens of millions of gallons of high-nitrate wastewater every year, *id.* ¶ 4. Further, Plaintiffs allege that ADS disposes of this nitrate-contaminated water by discharging it into open canals running through the LUBGWMA, or by conveyance to the Port of Morrow (“the Port”). *Id.* ¶¶ 69–76. Plaintiffs claim that the Port dumps the wastewater on five farms in the LUBGWMA, and that the Port has been operating in violation of its state-issued wastewater discharge permits, resulting in excess nitrate in the soil and contaminate the groundwater of the LUBGWMA. *Id.* ¶¶ 4, 71, 73–75.

ADS denies Plaintiffs’ allegations and disputes Plaintiffs’ characterizations of its operations and any alleged contribution to contamination in the LUBGWMA.

B. Procedural History

Beginning in 2022, counsel for Plaintiffs undertook an extensive pre-suit investigation into the sources of nitrate contamination in the LUBGWMA’s groundwater, which serves as the sole drinking water source for thousands of residents. *See* Declaration of Steve W. Berman (“Berman Dec.”) ¶ 4. This investigation included review of thousands of pages of public records, regulatory filings, environmental reports, and scientific literature concerning the region’s hydrology and sources of nitrate loading. *See id.*; Declaration of Michael Bliven (“Bliven Dec.”) ¶ 11.

On February 28, 2024, this extensive investigation culminated in counsel filing suit against the Port of Morrow and other entities in the related action, *Pearson et al. v. Port of Morrow et al.*, No. 2:24-cv-00362-SI (D. Or.), arising from the same groundwater contamination as is the subject of this litigation. *See* Berman Dec. ¶¶ 3, 6; Complaint, ECF No. 1, *Pearson, et al. v. Port of Morrow, et al.*, No. 2:24-cv-00362-SI (D. Or. Feb. 28, 2024). Counsel’s investigation revealed

ADS's substantial contribution to nitrate contamination through its data center operations, and on March 7, 2024, counsel sent ADS the requisite 90-day RCRA notice of intent to sue pursuant to 42 U.S.C. § 6972(b)(2)(A). *See* Berman Dec. ¶¶ 5, 7.

C. Settlement Negotiations and the Settlement Agreement

Following the notice period, counsel engaged in extensive document review, and pre-litigation negotiations with ADS and its counsel. *See* Berman Dec. ¶ 8; Bliven Dec. ¶ 11. At the same time, Plaintiffs briefed motions to dismiss, conducted extensive discovery, and worked with expert witnesses in the *Port of Morrow* litigation. *See* Berman Dec. ¶ 11; Bliven Dec. ¶ 11. This work was crucial to obtaining a favorable outcome in the instant case. *See* Berman Dec. ¶ 11. Plaintiffs and ADS participated in two full-day mediations conducted by Lester J. Levy, Esq., an experienced and highly qualified environmental mediator, on October 9, 2025 and December 2, 2025. *See id* ¶ 8; Bliven Dec. ¶ 11. The parties continued arm's-length negotiations following the second mediation session, ultimately reaching an agreement in principle. *See* Berman Dec. ¶ 8.

On March 28, 2026, the parties executed the Class Action Settlement and Release Agreement (the "Settlement Agreement"). *See id* ¶ 9; ECF No. 2-1, Exhibit B. On March 31, 2026, Plaintiffs filed their Complaint, Joint Motion for Preliminary Approval of the Settlement, Joint Motion to Stay the Action, and Motion to Seal, initiating this action simultaneously with the request for Court approval of the Settlement. *See* Berman Dec. ¶ 10; ECF Nos. 2, 4, 5.

On June 12, 2026, the Court granted preliminary approval of the Settlement, certified the Settlement Class, appointed Class Counsel, and set the Fairness Hearing for January 12, 2027. ECF No. 23.

III. ARGUMENT

Rule 23 permits a court to award “reasonable attorney’s fees and nontaxable costs that are authorized by law or by the parties’ agreement.” Fed. R. Civ. P. 23(h). Counsel respectfully request attorneys’ fees and costs, as well as a service awards for class representatives.

A. Class Counsel’s Application for Attorneys’ Fees and Expenses

1. The common fund doctrine entitles Class Counsel to a reasonable fee.

Under the common fund doctrine, “a litigant or a lawyer 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); see *Vincent v. Hughes Air W., Inc.*, 557 F.2d 759, 768-69 (9th Cir. 1977). The doctrine is rooted in the equitable principle that those who benefit from litigation should share in its costs. See *Van Gemert*, 444 U.S. at 478. (1980) (“The doctrine rests on the perception that persons who obtain the benefit of a lawsuit without contributing to its cost are unjustly enriched at the successful litigant’s expense.”).

Here, Class Counsel’s efforts created a **\$20,500,000 non-reversionary common fund for the benefit of the Settlement Class**. The common fund doctrine therefore entitles Class Counsel to a reasonable fee from that fund.

Additionally, RCRA’s citizen suit provision independently authorizes an award of attorneys’ fees. Under 42 U.S.C. § 6972(e), “[t]he court, in issuing any final order in any action brought pursuant to [RCRA’s citizen suit provision], may award costs of litigation (including reasonable attorney and expert witness fees) to the prevailing or substantially prevailing party.” Class Counsel, having obtained substantial relief for the Class, are entitled to fees under this provision as well.

2. The requested fee should be awarded as a percentage of the common fund.

Where, as here, a class action settlement includes a settlement common fund, the Court may employ either of two methods to determine the reasonableness of a fee request: (a) the percentage-of-fund method; or (b) the lodestar method. *In re Bluetooth Headset Prod. Liab. Litig.*, 654 F.3d 935, 942 (9th Cir. 2011) (citing *In re Mercury Interactive Corp.*, 618 F.3d 988, 992 (9th Cir. 2010)); *see also Fatnani v. JPMorgan Chase & Co.*, 2025 WL 1305294, at *10 (D. Or. May 6, 2025) (Simon, J.); *Cidone v. Pinnacle Prop. Mgmt. Servs., LLC*, 2023 WL 11984272, at *5-6 (D. Or. Apr. 18, 2023) (Simon, J.).

The Ninth Circuit has approved either method for determining a reasonable award of fees, and district courts retain discretion in determining how to calculate attorneys' fees. *See Fatnani*, 2025 WL 1305294, at *10 (citing *In Re Bluetooth*, 654 F.3d at 942). But courts in the Ninth Circuit have recognized that percentage-of-the-fund has become the prevailing method for awarding fees in common fund cases in the Ninth Circuit. *See Ochinero v. Ladera Lending*, 2021 WL 4460334, at *7 n.2 (C.D. Cal. July 19, 2021) ("Despite this discretion, use of the percentage method in common fund cases appears to be dominant.") (quoting *In re Omnivision Techs., Inc.*, 669 F. Supp. 2d 1036, 1046 (N.D. Cal. 2007)). Generally, the percentage-of-the-fund approach also "rewards counsel for efficiently and effectively bringing a class action case to a resolution, rather than prolonging the case in the hopes of artificially increasing the number of hours worked on the case[.]" *Mullinax v. Parker Sewer & Fire Subdistrict*, 2014 WL 12774925, at *7 (D.S.C. Mar. 11, 2014) (citing *Kay Co. v. Equitable Production Co.*, 749 F. Supp. 2d 455, 462 (S.D. W. Va. 2010)).

The Ninth Circuit has established that 25% of the common fund constitutes the "benchmark" fee. *See Vizcaino v. Microsoft Corp.*, 290 F.3d 1043, 1047-48 (9th Cir. 2002) ("In common fund cases, the 'benchmark' award is 25 percent of the recovery obtained[.]"). However, courts have discretion to depart from this benchmark depending on a variety of factors including

the skill of counsel, complexity of the litigation, and the result obtained. *See Bell v. Consumer Cellular, Inc.*, 2017 WL 2672073, (D. Or. June 21, 2017) (Simon, J.) (recognizing the benchmark may be adjusted in special circumstances and listing factors for consideration) (citing *In re Bluetooth*, 654 F.3d at 942; *Vizcaino*, 290 F.3d at 1048-50). Courts may use a lodestar calculation as a “cross-check” on the reasonableness of a percentage award. *See Vizcaino*, 290 F.3d at 1050.

Class Counsel requests a fee of \$5,637,500, representing 27.5% of the \$20,500,000 Settlement Fund. As shown below, the *Vizcaino* factors and the lodestar cross-check confirm the reasonableness of this request.

3. The Vizcaino factors confirm the reasonableness of the requested fee.

In *Vizcaino*, the Ninth Circuit identified several factors relevant to evaluating the reasonableness of a common fund fee award: (1) the results achieved; (2) the risks of litigation; (3) the skill required and quality of work; (4) awards in similar cases; and (5) the contingent nature of the fee and burden to counsel. 290 F.3d at 1048–50. Each factor supports the requested fee here.

a. Results achieved.

“[T]he most critical factor [in determining a fee award] is the degree of success obtained.” *Hensley v. Eckerhart*, 461 U.S. 424, 436 (1983). Here, Class Counsel obtained an exceptional result: a **\$20,500,000 non-reversionary settlement fund** that will provide critical water infrastructure improvements for the residents of the LUBGWMA, including funding for both Public Infrastructure Projects serving public water systems and Private Well Projects serving individual well owners.

The settlement represents a significant recovery when measured against estimated damages. At the time of settlement, Class Counsel’s analysis determined that the cost to provide clean water to the Class ranges from \$35.36 million to \$195 million. The \$20.5 million settlement therefore represents between approximately 10.5% and 58% of estimated total damages—a

substantial recovery, particularly given the significant risks of litigation discussed below. *See Vizcaino*, 290 F.3d at 1048. This settlement also represents merely the first settlement – already a defendant from the *Port of Morrow* action has settled (Madison Ranches, Inc.), further increasing the resources available to class members.

Moreover, the Settlement Fund is entirely non-reversionary, meaning that every dollar of the Fund will benefit the Class regardless of the claims rate. ADS also agreed to pay notice and administration costs separately from the Fund, further maximizing the benefits to Class Members. This result strongly supports the requested fee.

b. Risks of litigation.

Courts recognize that “risk is a relevant circumstance[]” when evaluating a fee award. *Vizcaino*, 290 F.3d at 1048–49 (citing *In re Pac. Enter. Sec. Litig.*, 47 F.3d 373, 379 (9th Cir. 1995)). Here, Class Counsel faced substantial risks at every stage of this litigation.

First, ADS vigorously denied liability, asserting that its data center operations were a negligible source of nitrate in the LUBGWMA relative to agricultural operations and other sources. *See Berman Dec.* ¶ 23. Establishing ADS’s contribution to the contamination would have required expensive expert testimony in hydrogeology, environmental science, and related fields, which ADS likely would have also opposed. *See id.*

Second, given these vigorous denials, later phases of litigation would have been uncertain. While Plaintiffs have prevailed at the motion to dismiss phase in the *Port of Morrow* litigation, class certification is currently underway. Had the *Amazon* litigation proceeded, ADS would have argued that individual issues predominated over common issues, and that a class action was not a superior method of adjudication.

Third, even if the Class prevailed at trial, ADS would have mounted vigorous post-trial motions and an appeal, prolonging the litigation for years and placing the recovery at further risk. *See Vizcaino*, 290 F.3d at 1048.

The requested fee of 27.5%, which would reflect the risk counsel undertook in proceeding with this litigation.

c. Skill required and quality of representation.

Courts recognize that the “prosecution and management of a complex national class action requires unique legal skills and abilities.” *In re Toyota Motor Corp. Unintended Acceleration Mktg., Sales Pracs., & Prods. Liab. Litig.*, 2013 WL 12327929, at *31 (C.D. Cal. July 24, 2013) (quoting *Knight v. Red Door Salons, Inc.*, 2009 WL 248367, at *6 (N.D. Cal. Feb. 2, 2009)); *In re Heritage Bond Litig.*, 2005 WL 1594403, at *19 (C.D. Cal. June 10, 2005). Further, the skill and performance of counsel should be considered when determining a fee award. *Vizcaino*, 290 F.3d at 1049. The reputation, experience, and skill of Class Counsel were essential to the success of this litigation.

This case required specialized expertise in environmental law, RCRA litigation, class action procedure, and complex settlement negotiations. *See Berman Dec.* ¶ 21. Class Counsel brought significant experience and resources to bear. Hagens Berman Sobol Shapiro LLP is one of the nation’s leading class action firms with extensive experience in environmental and complex litigation. *See id.* ¶ 1. Heenan & Cook has particular expertise in environmental contamination cases affecting rural communities. *See Heenan Dec.* ¶ 5. Bliven Law Firm, PC served as local counsel and provided essential knowledge of Oregon law and the District of Oregon’s practices. *See Bliven Dec.* ¶¶ 1, 3, 5-8, 10.

Class Counsel reviewed thousands of pages of environmental records, regulatory filings, and technical documents; conducted an extensive pre-suit investigation spanning years;

participated in the related Port of Morrow litigation (opposing motions to dismiss and conducting discovery that informed the ADS claims); and negotiated with highly sophisticated defense counsel from Beveridge & Diamond and Sidley Austin—two of the country’s most prominent environmental and complex litigation firms. *See* Berman Dec. ¶ 22. That Class Counsel achieved such a substantial Settlement for the Class in the face of formidable legal opposition further evidences the quality of their work.

The requested fee is reflective of the quality of the result obtained, along with the skill that such an outcome required to reach.

d. Awards in similar cases.

The requested 27.5% fee is reasonable given the exceptional recovery, complexity of the litigation, and skill of counsel discussed in analysis of the other *Vizcaino* factors. Where courts make adjustments from the benchmark, the percentage usually remains between 20-30%. *See Vizcano*, 290 F.3d at 1047. District courts routinely grant fee awards greater than the benchmark where reasonable, particularly in complex class action suits, taken on contingency, that require substantial skill and effort by counsel. *See Mark v. Valley Ins. Co.*, 2005 WL 1334374, at *2 (D. Or. May 31, 2005) (approving 30% fee); *see also Bell*, 2017 WL 2672073, at *11-12 (recognizing awards of 33% fees and approving a 27.8% fee); *Deaver v. Compass Bank*, 2015 WL 8526982, at *11-14 (N.D. Cal. Dec. 11, 2015) (granting attorneys’ fees for 33% the common fund); *Perkins v. Singh*, 2021 WL 5085119, at *3 (D. Or. Nov. 2, 2021) (same). These cases, while not environmental suits, reflect class actions with similar complexity and risk to the instant suit.

This requested fee fits neatly within this range, and the modest increase from benchmark is common in similar complex litigation.

e. Contingent nature of the fee and burden to counsel.

“It is an established practice in the private legal market to reward attorneys for taking the risk of non-payment by paying them a premium over their normal hourly rates for winning contingency cases.” *In re Washington Pub. Power Supply Sys. Sec. Litig.*, 19 F.3d 1291, 1299 (9th Cir. 1994); *see also Bell*, 2017 WL 2672073, at *11 (“In cases taken on contingency, courts tend to find above-market-value fee awards appropriate to encourage counsel to take on contingency-fee cases . . . and to compensate counsel for the risk of non-payment that they assume.”).

Here, the contingent nature of the representation meant that, from the outset of the case, there was a significant risk of nonpayment to Class Counsel because of the risk of non-recovery by the class. Class Counsel invested considerable time and money in the prosecution of the action without any guarantee that those investments would ever be repaid. *See In re Wells Fargo & Co. S’holder Derivative Litig.*, 445 F. Supp. 3d 508, 523 (N.D. Cal. 2020), *aff’d*, 845 F. App’x 563 (9th Cir. 2021) (“The risk that Co-Lead Counsel took in litigation on a contingency basis – a risk they have borne for more than three years – also weighs in favor of a substantial attorney’s fee award.”). Had the case been unsuccessful, counsel would have received nothing for their work and lost all funds advanced. *See Vizcaino*, 290 F.3d at 1050.

As of September 13, 2026, Class Counsel collectively devoted 9,552.12 hours to this case, representing \$6,443,297.10 in lodestar, and incurred \$522,228.59 in out-of-pocket costs. *See Berman Dec.* ¶¶ 14, 15, 17, 18; *Heenan Dec.* ¶¶ 9-11, 13; *Bliven Dec.* ¶¶ 14-19. Indeed, Class Counsel will continue to incur additional attorney hours in connection with final approval, responding to inquiries from Class Members, interacting with the notice and claims administrator, and generally overseeing the implementation of the Settlement. *See Berman Dec.* ¶ 16; *Heenan Dec.* ¶ 7. In addition to this significant investment of time and money, lawyers working on the case

have forgone the business opportunity to devote time to other cases. *See Vizcaino*, 290 F.3d at 1050; *See Berman Dec.* ¶ 20.

The contingent nature of this engagement, spanning from the initial investigation in 2022 through the present, strongly supports the reasonableness of the requested fee. Counsel submits that the requested fee would reasonably compensate the formidable risk counsel bore by proceeding with such complex and resource-intensive litigation on a contingent basis. *See Berman Dec.* ¶ 19; *Heenan Dec.* ¶ 7; *Bliven Dec.* ¶ 12.

4. The Reaction of the Class supports award.

As of the date of filing this motion, approximately 32,986 postcard notices were sent to potential Class Members. *See Berman Dec.* ¶ 24. The notice indicated that Class Counsel could seek attorneys' fees and costs. *See id.*, Exhibit A. The deadline to opt out passed on September 8, 2026, with only two class members requesting exclusion from the settlement. *See ECF No. 26-1.* The deadline to object to the settlement is October 8, 2026, giving potential class members the opportunity to object after this motion is filed. *See ECF No. 23* at 15. Further, per their agreements with class representatives, Class Counsel may seek up to 33-1/3% of the recovery in fees, plus costs. *See Berman Dec.* ¶ 26. Class Counsel's request is approximately 5.8 percentage points lower than this 33-1/3% figure. *See id.*

Based on the reaction of the Settlement Class, counsel submits that their requested fee should be approved.

5. The Lodestar cross-check confirms the reasonableness of the requested fee.

Although the percentage-of-recovery method is the primary basis for fee calculation in this Circuit, courts may employ a "lodestar cross-check" to confirm the reasonableness of a percentage award. *See Vizcaino*, 290 F.3d at 1050; *Fatnani*, 2025 WL 1305294, at *10. The lodestar is

calculated by multiplying the number of hours reasonably expended by a reasonable hourly rate. *See Hensley*, 461 U.S. at 433; *see also Fatnani*, 2025 WL 1305294, at *10.

Class Counsel devoted 9,522.12 hours to investigating and prosecuting this action, for a combined lodestar of \$6,443,297.10. *See Berman Dec.* ¶¶ 14, 17; *Heenan Dec.* ¶ 9-12; *Bliven Dec.* ¶ 14. The requested fee of \$5,637,500 represents a multiplier of approximately .87.

This multiplier is well below the range routinely approved by courts in this Circuit. *See Vataj v. Johnson*, 2021 WL 5161927, at *9 (N.D. Cal. Nov. 5, 2021) (recognizing approved multipliers up to 4x as reasonable); *Ochinero*, 2021 WL 4460334, at *8 (same). The lodestar cross-check therefore confirms the reasonableness of the requested 27.5% fee.

B. Class Counsel Is Entitled to Reimbursement of Expenses

Class Counsel also seek reimbursement of \$522,228.59 in reasonable litigation expenses. *See Berman Dec.* ¶¶ 15, 18; *Heenan Dec.* ¶ 13; *Bliven Dec.* ¶ 18. “An attorney who has created a common fund for the benefit of the class is entitled to reimbursement of reasonable litigation costs from that fund.” *In re Toyota Motor Corp.*, 2013 WL 12327929, at *35 (citing *In re Omnivision Techs., Inc.*, 559 F. Supp. 2d 1036, 1048 (N.D. Cal. 2008)). “The award ‘should be limited to typical out-of-pocket expenses that are charged to a fee paying client and should be reasonable and necessary.’” *Id.* (quoting *In re Immune Response Sec. Litig.*, 497 F. Supp. 2d 1166, 1177 (S.D. Cal. 2007)); *see Fed. R. Civ. P.* 23(h).

Additionally, RCRA expressly authorizes recovery of “costs of litigation (including reasonable attorney and expert witness fees)” to the prevailing or substantially prevailing party. 42 U.S.C. § 6972(e). This independent statutory authority provides a further basis for reimbursement of counsel’s reasonable expenses, including the significant expert and consultant costs necessary to prosecute complex environmental claims.

Class Counsel's expenses include, among other categories: expert and consultant fees; travel expenses for mediations and site inspections; legal research costs; filing fees; copying and document production costs; and other reasonable litigation expenses. *See* Berman Dec. ¶ 15; Heenan Dec. ¶ 13; Bliven Dec. ¶ 18-19. This list encompasses costs and expenses for both the instant litigation and the *Port of Morrow* litigation. *See* Berman Dec. ¶ 15; Heenan Dec. ¶ 13; Bliven Dec. ¶ 18-19. These are the types of expenses routinely incurred in complex environmental litigation and normally billed to fee-paying clients.

Class Counsel's expenses were reasonable and necessary to the prosecution of this action, and the Court should approve their reimbursement from the Settlement Fund.

C. The Court Should Approve Service Awards to the Class Representatives

Class Counsel respectfully request that the Court approve service awards of \$5,000 each to the six Class Representatives: Michael Pearson, James Suter, Silvia Suter, Rosa Cavasos, Jeffrey Fleming, and Jon Haley (\$30,000 total).

Service awards to class representatives are routinely approved in class actions to compensate named plaintiffs for their contributions to the litigation and the burdens they undertook on behalf of the class. *Vasquez v. Coast Valley Roofing, Inc.*, 266 F.R.D. 482, 490-91 (E.D. Cal. 2010) ("Courts routinely approve incentive awards to compensate named plaintiffs for the services they provide and the risks they incurred during the course of the class action litigation."); *see Magallon v. Robert Half Int'l Inc.*, 2025 WL 1324248 (D. Or. May 7, 2025) (Simon, J.); *Rodriguez v. W. Publ'g Corp.*, 563 F.3d 948, 958 (9th Cir. 2009) ("Incentive *awards* are fairly typical in class action cases.") (emphasis in original).

The Class Representatives contributed meaningfully to this litigation by: reviewing the Complaint and other pleadings; making themselves available for discovery and potential testimony in the *Port of Morrow* litigation; providing detailed factual information about their personal

experiences with water contamination in the LUBGWMA in the *Port of Morrow* litigation; remaining available and responsive to counsel throughout the investigation and litigation; and serving as the voice of the community affected by nitrate contamination. *See* Berman Dec. ¶ 28. Some Class Representatives have private wells contaminated at nitrate levels multiple times the EPA’s Maximum Contaminant Level, and their willingness to step forward helped secure this result for the entire Class. *See id.*

The requested \$5,000 service awards are consistent with those regularly approved in this District and across the Ninth Circuit. *Canava v. Rail Delivery Servs. Inc.*, 2022 WL 18359143, at *2 (C.D. Cal. Dec. 2, 2022) (recognizing that “[a] service award of \$5,000 to named plaintiffs is considered presumptively reasonable in the Ninth Circuit.”); *see Magallon*, 2025 WL 1324248, at *4-5 (approving \$15,000 service award); *Dubeau v. Sterling Sav. Bank*, 2013 WL 4591034 (D. Or. Aug. 30, 2013) (approving \$2,500 service award). Moreover, the class notice disclosed that Class Counsel would request service awards of \$5,000 per representative, and Class Members have been on notice of this request since the commencement of the notice period.

The Court should approve the requested service awards.

IV. CONCLUSION

For the foregoing reasons, Class Counsel respectfully request that the Court enter an order awarding:

1. Attorneys’ fees of \$5,637,500 (27.5% of the Settlement Fund);
2. Reimbursement of litigation expenses of \$522,228.59; and
3. Service awards of \$5,000 to each Class Representative (\$30,000 total).

Date: September 23, 2026

Respectfully submitted,

By: /s/ Steve W. Berman

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UNITED STATES DISTRICT COURT

DISTRICT OF OREGON

PENDLETON DIVISION

MICHAEL PEARSON, JAMES SUTER,
SILVIA SUTER, ROSA CAVASOS, JEFFREY
FLEMING, and JON HALEY, on behalf of
themselves and all others similarly situated,

Plaintiffs,

v.

AMAZON DATA SERVICES, INC.,

Defendant.

Case No. 2:26-cv-00633-SI

Fairness Hearing: January 12, 2027

The Honorable Michael H. Simon

**DECLARATION OF STEVE W. BERMAN IN SUPPORT OF CLASS COUNSEL'S
MOTION FOR AWARD OF ATTORNEYS' FEES, REIMBURSEMENT OF EXPENSES,
AND SERVICE AWARDS**

1. I am a member of the Washington Bar and the Illinois Bar and am a founder and the national managing partner of Hagens Berman Sobol Shapiro, LLP. I am the Managing Partner of the law firm Hagens Berman Sobol Shapiro LLP, attorneys for Plaintiffs in the above-captioned action. Hagens Berman is one of the nation's leading class action firms with extensive experience in environmental and complex litigation. I submit this declaration in support of Plaintiffs' Motion for Attorneys' Fees, Reimbursement of Expenses, and Service Awards. Based on personal knowledge or discussions with counsel in my firm and co-counsel of the matters stated herein, if called upon, I could and would competently testify thereto.

2. I, along with Heenan & Cook and Bliven Law Firm, PC, serve as Class Counsel in the above-captioned action.

3. Hagens Berman, Heenan & Cook, and Bliven Law also represent Michael Pearson, James Suter, Silvia Suter, Jeffrey Fleming, and Jessie Mohedano in the matter of *Pearson v. Port of Morrow, et al.*, No. 2:24-cv-00362-SI ("*Port of Morrow* Action"), which was filed in the District of Oregon on February 28, 2024.

4. To bring this litigation, Class Counsel reviewed thousands of pages of publicly available documents regarding nitrate contamination of the groundwater in the Lower Umatilla Basin Groundwater Management Area ("LUBGWMA"), which serves as the sole drinking water source for thousands of LUBGWMA residents. Documents reviewed in this process included public records, regulatory filings, environmental reports, and scientific literature concerning the region's hydrology and sources of nitrate loading.

5. Through this investigation, Class Counsel learned that ADS was operating data centers generating millions of gallons of wastewater each year and that wastewater was conveyed to open irrigation canals and to the Port of Morrow for land application in the LUBGWMA,

substantially contributing to nitrate pollution in the LUBGWMA. Class Counsel used publicly available information to analyze ADS's operations in the LUBGWMA and identify potential claims against ADS.

6. As a result of this investigation, counsel filed suit against the Port of Morrow and other entities: *Pearson et al. v. Port of Morrow et al.*, No. 2:24-cv-00362-SI (D. Or.) on February 28, 2024.

7. On March 7, 2024, also based on the findings of this investigation, Class Counsel sent ADS the requisite 90-day RCRA notice of intent to sue pursuant to 42 U.S.C. § 6972(b)(2)(A).

8. Following the notice period, Class Counsel continued to conduct extensive investigation, document review and pre-litigation negotiations with ADS and its counsel. The Parties exchanged multiple mediation statements or letters. On October 9, 2025 and December 2, 2025, the Parties participated in two full-day mediations conducted by Lester J. Levy, Esq. who has extensive experience and qualifications as a mediator in environmental litigation. Following these mediations, the parties continued arm's-length negotiations, ultimately reaching an agreement in principle.

9. Plaintiffs and ADS entered into a Settlement Agreement on March 28, 2026.

10. Three days later, on March 31, 2026, Plaintiffs filed their Complaint, Joint Motion for Preliminary Approval of the Settlement, Joint Motion to Stay the Action, and Motion to Seal.

11. Parallel to negotiations with ADS, Plaintiffs continued to litigate their claims in the *Port of Morrow* Action. This included opposing Defendants' motion to dismiss, defending class representatives at depositions, negotiating document productions, serving and responding to discovery requests, and retaining and working with experts. The advancement of the *Port of*

Morrow Action was crucial to successful and fruitful negotiations and ultimately settlement with ADS.

12. On June 12, 2026, the Court granted preliminary approval of the Settlement, certified the Settlement Class, and provisionally appointed Hagens Berman Sobol Shapiro, Heenan & Cook, and Bliven Law Firm, PC as Class Counsel for purposes of the Settlement.

13. Hagens Berman regularly prepared and maintained files contemporaneously documenting time spent, including the tasks performed. Supporting records are available at the request of the Court for review in camera.

14. As summarized below, Hagens Berman has devoted 6,517.50 hours as of September 21, 2026 to the prosecution and resolution of this matter, resulting in a lodestar of \$3,997,282.50 calculated based on Hagen's Berman's current hourly rates, which range from (i) \$1,500-875 per hour for Partners and Of Counsel attorneys; (ii) \$600-450 per hour for Associate attorneys, (iii) \$600-425 per hour for staff/contract attorneys; and (iii) \$475-300 per hour for paralegals and staff. This breakdown is detailed below:

Timekeeper	Status	Current Rate	Hours	Lodestar
Steve Berman	Partner	1500.00	456.70	\$685,050.00
Craig Spiegel	Partner	1100.00	219.50	\$241,450.00
Sean Matt	Partner	1100.00	5.50	\$6,050.00
Chris O'Hara	Partner	950.00	166.20	\$157,890.00
Chris Pitoun	Partner	950.00	1.40	\$1,330.00
Jerrold Patterson	Partner	950.00	20.90	\$19,855.00
Shelby Smith	Partner	900.00	3.00	\$2,700.00
Abby Wolf	Partner	900.00	0.50	\$450.00
Ted Wojcik	Partner	875.00	3.50	\$3,062.50
Meredith Simons	Associate	600.00	1,231.60	\$738,960.00
Ani Zotti	Associate	600.00	1.80	\$1,080.00
Abigail Pershing	Associate	550.00	800.20	\$440,110.00
Nathan Emmons	Associate	525.00	541.60	\$284,340.00
Amna Amin	Associate	450.00	27.30	\$12,285.00

Moses Jehng	Associate	450.00	77.70	\$34,965.00
Sydney Thomas	Associate	450.00	317.30	\$142,785.00
Jay Mitchell	Staff Attorney	600.00	153.00	\$91,800.00
Allan Lundsgaarde	Staff Attorney	600.00	524.50	\$314,700.00
Doug Beard	Contract Attorney	425.00	76.00	\$32,300.00
Fred Miller	Contract Attorney	425.00	156.80	\$66,640.00
Teri Nelson Jacoby	Contract Attorney	425.00	146.00	\$62,050.00
Crystal Collier	Contract Attorney	425.00	583.50	\$247,987.50
Randall Petrie	Contract Attorney	425.00	160.00	\$68,000.00
Jose Aparicio	Contract Attorney	425.00	152.00	\$64,600.00
Carrie Flexer	Paralegal	475.00	2.20	\$1,045.00
Bill Stevens	Paralegal	450.00	320.00	\$144,000.00
Joseph Salonga	Paralegal	450.00	3.20	\$1,440.00
Jennifer Conte	Paralegal	450.00	4.00	\$1,800.00
Brian Miller	Paralegal	450.00	1.10	\$495.00
Nicolle Huerta	Paralegal	450.00	4.80	\$2,160.00
Megan Meyers	Paralegal	425.00	1.50	\$637.50
Radha Kerzan	Paralegal	400.00	39.80	\$15,920.00
Shelby Taylor	Paralegal	400.00	18.70	\$7,480.00
Melissa Miu	Paralegal	400.00	2.70	\$1,080.00
Anastasia Grant	Paralegal	375.00	123.40	\$46,275.00
Sara Wang	Law Clerk	350.00	52.00	\$18,200.00
Riya Mehta	Law Clerk	325.00	41.20	\$13,390.00
Noah Hoffman	Law Clerk	300.00	76.40	\$22,920.00
		TOTALS	6,517.50	\$3,997,282.50

15. Hagens Berman also incurred \$154,177.98 in out-of-pocket costs as of September 21, 2026. These costs and expenses included, for the instant litigation and the *Port of Morrow* Action: expert and consultant fees; travel expenses for mediations and site inspections; legal

research costs; filing fees; copying and document production costs; and other reasonable litigation expenses. The breakdown of these costs and expenses is detailed below:

Expense Category	Amount
Online Document Hosting/e-Discovery	\$11,824.42
Court Reporters/Deposition Transcripts	\$2,465.75
Expert Fees	\$85,530.90
Overnight Shipping/Postage	\$360.27
Court Fees/Filing Fees	\$3,810.00
Online Services/Legal Research	\$27,759.74
Messenger/Process Service	\$3,352.06
Mediation	\$11,706.73
Internal Copies/Prints	\$4,368.25
Airfare	\$650.57
Hotels	\$1,014.91
Ground Transportation	\$618.12
Meals	\$716.26
TOTAL	\$154,177.98

16. Class Counsel will continue to incur additional attorney hours in connection with final approval, responding to inquiries from Class Members, interacting with the notice and claims administrator, and generally overseeing the implementation of the Settlement.

17. In total, Class Counsel devoted 9,552.12 hours to date on the prosecution of this matter, resulting in a lodestar of \$6,443,297.10. *See supra* ¶ 14, Declaration of Michael Bliven

(“Bliven Dec.”) ¶ 14, Declaration of John Heenan (“Heenan Dec.”) ¶ 9. This total is based on my personal knowledge of Hagens Berman’s records, and the content contained in the Declarations of Michael Bliven and John Heenan.

18. In total, Class Counsel incurred \$522,228.59 in out-of-pocket costs and expenses. *See supra* ¶ 15, Bliven Dec. ¶ 18, Heenan Dec. ¶ 13. This total is based on my personal knowledge of Hagens Berman’s records, and the content contained in the Declarations of Michael Bliven and John Heenan.

19. Class Counsel pursued this action on a purely contingent basis and as such, invested significant time, effort, money, and other resources without any guarantee of compensation or reimbursement.

20. This litigation also required Class Counsel to forgo the business opportunity of devoting time to other cases.

21. This litigation required expertise in environmental law RCRA litigation, class action procedure, and complex settlement negotiations.

22. In addition, Class Counsel faced highly experienced and skilled defense counsel from Beveridge & Diamond and Sidley Austin—two of the country’s most prominent environmental and complex litigation firms. Opposing counsel made clear that, but for the Settlement, Defendant would dispute its liability and assert multiple defenses.

23. Plaintiffs and Class Counsel reached the Settlement Agreements after arm’s-length negotiations and considering the risk and cost of litigation. Plaintiffs and Class Counsel believe the claims asserted are meritorious, but also recognize the risk and delay of further proceedings in a complex case like this, and believe the Settlement confers substantial benefits upon Settlement Class Members. ADS vigorously denied liability, claiming that data center operations were a

negligible source of nitrate in the LUBGWMA relative to agricultural operations and other sources. Had the litigation proceeded, ADS would have continued to deny liability, and mounted multiple defenses. Establishing ADS's contribution to nitrate contamination in the LUBGWMA would have required expensive expert testimony in hydrogeology, environmental science, and related fields, which ADS would have also opposed.

24. Based on Hagens Berman's communication with the settlement administrator, it is my understanding that 32,986 postcard notices were sent to potential class members. *See Exhibit A.*

25. In my opinion, the proposed Settlement Agreement is fair, reasonable, and adequate. It provides substantial benefits to the Settlement Class, and it avoids the risks, costs, and delay of continuing protracted litigation against ADS.

26. Class Counsels' agreements with class representatives state that Class Counsel may seek up to 33-1/3% in fees.

27. In my opinion, Plaintiffs Michael Pearson, James Suter, Silvia Suter, Rosa Cavasos, Jeffrey Fleming, and Jon Haley are ably representing the interests of the proposed class. They share interests with absent class members because they own or rent property or reside in the LUBGWMA. They do not have claims adverse to absent class members or that would benefit themselves to the detriment of absent class members. They each approved settlement. Plaintiffs Michael Pearson, James Suter, Silvia Suter, Jeffrey Fleming, and Jessie Mohedano continue representing the putative class in *Pearson v. Port of Morrow*.

28. Plaintiffs Michael Pearson, James Suter, Silvia Suter, Rosa Cavasos, Jeffrey Fleming, and Jon Haley contributed meaningfully to this litigation by: reviewing the Complaint and other pleadings; making themselves available for discovery and potential testimony in the *Port*

of Morrow Action; providing detailed factual information about their personal experiences with water contamination in the LUBGWMA in the *Port of Morrow* Action; remaining available and responsive to counsel throughout the investigation and litigation; and serving as the voice of the community affected by nitrate contamination. Some Class Representatives have private wells contaminated at nitrate levels multiple times the EPA's Maximum Contaminant Level, and their willingness to step forward helped secure this result for the entire Class.

29. I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

Executed this 23rd day of September, 2026 at Seattle, Washington.

/s/ Steve W. Berman
Steve W. Berman

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Attorneys for Plaintiffs and Class Counsel

UNITED STATES DISTRICT COURT
DISTRICT OF OREGON
PENDLETON DIVISION

MICHAEL PEARSON, JAMES SUTER,
SILVIA SUTER, ROSA CAVASOS, JEFFREY
FLEMING, and JON HALEY, on behalf of
themselves and all others similarly situated,

Plaintiffs,

v.

AMAZON DATA SERVICES, INC.,

Defendant.

Case No. 2:26-cv-00633-SI

Fairness Hearing: January 12, 2027

The Honorable Michael H. Simon

**DECLARATION OF MICHAEL A. BLIVEN IN SUPPORT OF CLASS COUNSEL'S
MOTION FOR AWARD OF ATTORNEYS' FEES, REIMBURSEMENT OF
EXPENSES, AND SERVICE AWARDS**

I, MICHAEL A. BLIVEN, declare as follows:

1. I am an attorney licensed to practice law in the States of Oregon and Montana. I am the founding attorney and managing partner of Bliven Law Firm, PC (“Bliven Law Firm” or the “Firm”), attorneys for Plaintiffs in the above-captioned action and one of the firms the Court appointed as Class Counsel, the successor firm to my prior firm in Oregon and the Montana firm that started as Anderson Law Office in 1998 and became Anderson & Bliven in 2002. I submit this declaration in support of Class Counsel’s Motion for Award of Attorneys’ Fees, Reimbursement of Expenses, and Service Awards. Except where I state otherwise, I have personal knowledge of the facts set forth in this declaration, and if called upon to do so I could and would testify competently to them.

2. This declaration addresses Bliven Law Firm’s qualifications and experience, the work the Firm performed for the benefit of the Settlement Class, the Firm’s lodestar broken down by timekeeper, and the litigation expenses the Firm incurred, broken down by category. The combined lodestar and combined expenses of all Class Counsel are set forth in the concurrently filed Declaration of Steve W. Berman.

3. I was admitted to the Oregon State Bar in 1994 and to the State Bar of Montana in 2002. I am admitted to practice before the United States District Court for the District of Oregon, the United States District Court for the District of Montana, and the United States Court of Appeals for the Ninth Circuit.

4. I received my Bachelor of Arts degree, *magna cum laude*, from the University of Notre Dame in 1990. I received my Juris Doctor and a Certificate of Dispute Resolution from Willamette University College of Law in 1994.

5. After law school, I represented injured individuals at law firms in Oregon, until opening my own firm in Oregon City, Oregon in 1998. In 2002, I moved my practice to Montana and Oregon and joined what is now Bliven Law Firm, which was then Anderson & Bliven. Since 1994, my practice has been devoted to representing injured people, and over the course of my career I have handled personal injury and workers' compensation claims for thousands of injured individuals. I have tried both state and federal cases to verdict on behalf of individual plaintiffs.

6. Bliven Law Firm maintains offices in Kalispell, Montana, and Boardman, Oregon. While the Firm's core practice remains personal injury and workers' compensation, the Firm has built a complex litigation and class action practice, including environmental contamination, PFAS exposure, product liability, and civil rights matters.

7. The Firm's complex litigation experience includes the following representative matters: (a) *Pearson v. Port of Morrow*, No. 2:24-cv-00362-SI (D. Or. filed Feb. 28, 2024), in which Bliven Law Firm, together with Hagens Berman Sobol Shapiro LLP and Heenan & Cook, represents plaintiffs and the putative class in claims arising from the same nitrate contamination of the Lower Umatilla Basin groundwater at issue here; (b) *City and County of Butte-Silver Bow v. 3M Co.*, No. 2:25-cv-00036-BMM (transferred by order of JPML to District of Minnesota, August 18, 2026, and renamed *In re: Non-AFFF Firefighter Turnout Gear Marketing, Sales Practices, and Products Liability Litigation*, MDL No. 3191), an entity action against 3M and other manufacturers of PFAS-laden firefighter turnout gear, brought by the Firm with Hagens Berman Sobol Shapiro LLP and Heenan & Cook, in which Chief Judge Brian Morris appointed me Liaison Counsel; and (c) *Nance v. Kalispell School District No. 5*, No. 9:25-cv-00004-JTJ (D. Mont.), a civil rights action in which the jury returned a verdict in favor of the Firm's clients in June 2026.

8. I am and have been a long-time member of the Montana Trial Lawyers Association, the Oregon Trial Lawyers Association, the American Association for Justice, and the American Bar Association.

9. In November 2022, residents of the Lower Umatilla Basin Groundwater Management Area (“LUBGWMA”) retained Bliven Law Firm to investigate and pursue claims arising from nitrate contamination of their groundwater. The Firm thereafter associated Hagens Berman Sobol Shapiro LLP and Heenan & Cook as co-counsel.

10. Bliven Law Firm’s Boardman office is located within the LUBGWMA, and two of the Firm’s attorneys are members of the Oregon State Bar. In this action and in the related *Port of Morrow* Action, the Firm has served as local counsel under LR 83-3(a)(1) for Class Counsel admitted *pro hac vice*, and has served as the Class Representatives’ primary, local point of contact throughout the litigation.

11. The work Bliven Law Firm performed for the benefit of the Settlement Class included, among other things: investigating the sources and extent of nitrate contamination in the LUBGWMA; meeting with and interviewing LUBGWMA residents, including the Class Representatives; gathering well-testing results and other information from clients; participating in the pre-suit investigation and the preparation of the RCRA notice of intent to sue described in the Declaration of Steve W. Berman; participating in the mediations before Lester J. Levy, Esq., and in the subsequent settlement negotiations with Defendant Amazon Data Services, Inc. (“ADS”); reviewing the Settlement Agreement, the Complaint, and the settlement approval papers; and, in the *Port of Morrow* Action, preparing the Class Representatives for and defending their depositions, responding to discovery, and working with experts.

12. All of this work was performed on a wholly contingent basis. Bliven Law Firm has not been paid any fee, and has not been reimbursed for any expense, at any point in this litigation. The Firm will continue to incur time and expense through final approval, the Fairness Hearing, any appeal, and the administration and distribution of the Settlement Fund, and the hours stated below do not include that future work.

13. A description of the efforts by Class Counsel in support of this litigation and settlement is set forth in the Declaration of Steve W. Berman.

14. From November 22, 2022 through September 13, 2026, Bliven Law Firm devoted 2,349.62 hours to this litigation and to the related work in the *Port of Morrow* Action described above. At the Firm's current hourly rates, those hours yield a lodestar of \$1,869,907.60. This breakdown is detailed below:

Timekeeper	Status	Current Rate	Hours	Lodestar
Michael A. Bliven	Partner	\$1,100.00	846.18	\$930,798.00
Robert F. Dwyer III	Of Counsel	\$800.00	788.59	\$630,872.00
Avery Field	Associate	\$600.00	491.90	\$295,140.00
Ashley McCormack	Associate	\$300.00	1.45	\$435.00
E. Wilker	Paralegal	\$70.00	52.10	\$3,647.00
B. Turner	Law Clerk	\$36.00	44.50	\$1,602.00
A. Minnick	Paralegal	\$70.00	30.90	\$2,163.00
M. Henley	Paralegal	\$70.00	24.70	\$1,729.00
L. Coulter	Law Clerk	\$36.00	17.10	\$615.60
Stepanie	Reception	\$36.00	15.90	\$572.40
K. Kenfield	Paralegal	\$70.00	13.70	\$959.00
V. Bellmore	Paralegal	\$70.00	9.50	\$665.00
D. Roettig	Law Clerk	\$36.00	6.10	\$219.60
S. Lyson	Paralegal	\$70.00	5.70	\$399.00
K. Wilkey	Paralegal	\$70.00	0.70	\$49.00
A. Metcalfe	Paralegal	\$70.00	0.60	\$42.00
		TOTALS	2,349.62	\$1,869,907.60

15. The rates stated above are the current standard hourly rates that Bliven Law Firm charges and that have been accepted for its attorneys and staff in other matters, though the rate varies by prevailing rate for the type of work, and is greater for this complex litigation class action work. It is my understanding, based on my experience in the market for complex contingent-fee litigation, that these rates are within the range of rates charged by attorneys of comparable experience for comparable work.

16. Bliven Law Firm is a contingent-fee firm and did not maintain contemporaneous hourly time records for its paralegal and support staff across the full period of this engagement, but did so for most of the time period. The hours stated above were compiled from the following sources: CLIO time entries and records, Google timekeeping software (AF), draft version histories, calendar entries and electronic mail records for the Firm's timekeepers, which fix the date, participants, and subject matter of meetings, calls, and correspondence, and use of AI to review the above entries for completeness. Supporting records are available at the request of the Court for review *in camera*.

17. I have reviewed the compilation described above. I believe the hours stated are a conservative and reasonable reflection of the work Bliven Law Firm actually performed.

18. Bliven Law Firm has incurred \$165,489.35 in case-related expenses as of September 13, 2026. These costs and expenses included, for the instant litigation and the *Port of Morrow* litigation: expert and consultant fees; mediation fees; travel; deposition and court reporter fees; filing fees; legal research; document production and copying; and postage. The breakdown of these costs and expenses is detailed below:

Expense Category	Amount
Expert/Consultant Fees	\$114,993.74

Mediation	\$20,000.00
Court Reporters/Deposition Transcripts	\$8,830.00
Court Fees/Filing Fees	\$973.26
Online Services/Legal Research	\$3,461.60
Internal Copies/Prints/Supplies	\$1,212.83
Overnight Shipping/Postage	\$3,748.04
Airfare	\$2,377.40
Hotels	\$3,874.01
Ground Transportation/Mileage	\$4,970.39
Meals	\$973.08
Translation Service	\$75.00
TOTAL	\$165,489.35

19. These expenses were recorded in the ordinary course of the Firm's business at the time they were incurred, and the figures above were taken from the Firm's books and records. Each of these expenses was reasonably and necessarily incurred for the benefit of the Settlement Class, and each is of a type that the Firm customarily bills to fee-paying clients. Bliven Law Firm advanced all of these expenses itself and has not been reimbursed for any of them.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Executed this 23rd day of September, 2026, at Kalispell, Montana.

By: /s/ Michael A. Bliven
Michael A. Bliven
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Attorneys for Plaintiffs and Class Counsel

UNITED STATES DISTRICT COURT
DISTRICT OF OREGON
PENDLETON DIVISION

MICHAEL PEARSON, JAMES SUTER,
SILVIA SUTER, ROSA CAVASOS,
JEFFREY FLEMING, and JON HALEY,
individually and on behalf of all others
similarly situated

Plaintiffs,

v.

AMAZON DATA SERVICES, INC.

Defendant.

Case No. 2:26-cv-00633-SI

Fairness Hearing: January 12, 2027

The Honorable Michael H. Simon

**DECLARATION OF JOHN HEENAN IN SUPPORT OF CLASS COUNSEL'S MOTION
FOR AWARD OF ATTORNEYS' FEES, REIMBURSEMENT OF EXPENSES, AND
SERVICE AWARDS**

I, John Heenan, declare as follows:

1. I am an attorney licensed to practice law in the State of Montana. I am the managing partner and a co-founder of Heenan & Cook, PLLC ("Heenan & Cook" or the "Firm"), one of the firms provisionally appointed as Class Counsel. I submit this declaration in support of Class Counsel's Motion for Award of Attorneys' Fees, Reimbursement of Expenses, and Service Awards. Except where I state otherwise, I have personal knowledge of the facts set forth in this declaration, and if called upon to do so I could and would testify competently to them.

2. This declaration addresses Heenan & Cook's qualifications and experience, the work the Firm performed for the benefit of the Settlement Class, the Firm's lodestar broken down by timekeeper, and the litigation expenses the Firm incurred. The combined lodestar and combined expenses of all Class Counsel are set forth in the concurrently filed Declaration of Steve W. Berman.

3. I was admitted to the Montana bar in 2003. I am admitted to practice before the United States District Court for the District of Montana and the United States Court of Appeals for the Ninth Circuit.

4. Before entering private practice, I served as a law clerk to the Honorable Richard F. Cebull, then Chief Judge of the United States District Court for the District of Montana.

5. I co-founded Heenan & Cook in 2007 and have served as its managing partner since then. My practice is devoted exclusively to representing plaintiffs, and for the past 20 years it has concentrated on complex class actions, environmental contamination claims, and consumer protection litigation.

6. I am rated "AV Preeminent" by Martindale Hubbell.

7. All of this work was performed on a wholly contingent basis. Heenan & Cook has not been paid any fee, and has not been reimbursed for any expense, at any point in this litigation. The Firm will continue to incur time and expense through final approval, the Fairness Hearing, any appeal, and the administration and distribution of the Settlement Fund, and the hours stated below do not include that future work.

8. A description of the efforts by Class Counsel in support of this litigation and settlement is set forth in the Declaration of Steve W. Berman.

9. From October 18, 2023 through September 20, 2026, Heenan & Cook devoted 685.77 hours to this litigation and to the related work in the related Port of Morrow action (*Pearson, et al. v. Port of Morrow, et al.*, No. 2:24-cv-00362-SI (D. Or.)). At the Firm's current hourly rates, those hours yield a lodestar of \$576,107.00:

Timekeeper	Position	Hours	Rate	Lodestar
John Heenan	Attorney	535.07	\$950.00	\$508,316.50
Kelsey Prestesater	Attorney	69.50	\$695.00	\$48,302.50
Roxana Lea	Paralegal	81.20	\$240.00	\$19,488.00
TOTAL		685.77		\$576,107.00

10. The rates stated above are the current standard hourly rates that Heenan & Cook charges and that have been accepted for its attorneys and staff in other matters. It is my understanding, based on my experience in the market for complex contingent-fee litigation, that these rates are within the range of rates charged by attorneys of comparable experience for comparable work.

11. Heenan & Cook is a contingent-fee firm and did not maintain contemporaneous hourly time records for every timekeeper across the full period of this engagement. The hours were compiled from the following sources: (a) my own contemporaneous time log kept from October

23, 2023 through October 7, 2024; (b) a supplemental log of my time covering October 24, 2023 through September 18, 2026, which I prepared from travel records, deposition and mediation dates, and my own recollection of specific, identifiable work; and (c) Outlook calendar entries and electronic mail records for the Firm's timekeepers, which fix the date, participants, and subject matter of meetings, calls, and correspondence.

12. I have reviewed the compilation described above. I believe the hours stated are a conservative and reasonable reflection of the work Heenan & Cook actually performed.

13. Heenan & Cook has incurred \$202,561.26 in case-related expenses for the instant litigation and the *Port of Morrow* litigation. These expenses include expert and consultant fees, mediation fees, travel, deposition and court reporter fees, filing fees, fees for legal and factual research, document production/copying, and postage. These expenses were recorded in the ordinary course of the Firm's business at the time they were incurred, and the figures above were taken from the Firm's books and records. Each of these expenses was reasonably and necessarily incurred for the benefit of the Settlement Class, and each is of a type that this Firm customarily bills to fee-paying clients. Heenan & Cook advanced all of these expenses itself and has not been reimbursed for any of them.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Executed this 23rd day of September, 2026, at Billings, Montana.

/s/ John Heenan
John Heenan