

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF DELAWARE**

SCOTT SCHWARTZ, Individually and on
behalf of all others similarly situated,

Plaintiff,

vs.

LATCH, INC., LUKE SCHOENFELDER,
ROBERT J. SPEYER, PAUL A. GALIANO,
JENNY WONG, JOSHUA KAZAM,
JENNIFER RUBIO, NED SEGAL,
MICHELANGELO VOLPI, PETER
CAMPBELL, TRICIA HAN, RAJU RISHI, J.
ALLEN SMITH, and ANDREW SUGRUE,

Defendants.

Civil Action No. 1:23-cv-00027-WCB

CLASS ACTION

**ORDER APPROVING AWARD OF ATTORNEYS' FEES AND EXPENSES AND
AWARD TO LEAD PLAINTIFF**

This cause came before the Court on the *Motion for Final Approval of Class Action Settlement, Award of Attorneys' Fees and Expenses, and Award to Lead Plaintiff* on December 9, 2025. The Court having carefully reviewed the file, and being otherwise fully advised, ORDERS, ADJUDGES, and DECREES:

1. For the purposes of this Order, all capitalized terms used but not otherwise defined herein shall have the meanings as set forth in the Stipulation and Agreement of Settlement (the "Stipulation"), filed on June 11, 2025. D.I. 43.

2. This Court has jurisdiction over the subject matter of this application and all matters relating thereto, including any Settlement Class Members who have not timely and validly requested exclusion from the Settlement Class.

3. In the *Motion for Final Approval of Class Action Settlement, Award of Attorneys' Fees and Expenses, and Award to Lead Plaintiff* (the "Fee Application"), the Lead Plaintiff Scott Schwartz, on behalf of the Settlement Class, moved for, *inter alia*, (a) an award of attorneys' fees totaling 33 1/3 % of the Settlement Amount; (b) reimbursement of litigation expenses of \$22,096.53; and an award to Lead Plaintiff of \$8,000 for his representation of the Settlement Class.

4. Notice of the Fee Application was given to all Settlement Class Members who could be located with reasonable effort. The form and method of notifying the Settlement Class of the Fee Application met the requirements of Rule 23 of the Federal Rules of Civil Procedure; the Securities Exchange Act of 1934, as amended by the Private Securities Litigation Reform Act of 1995 (15 U.S.C. § 77z-1(a)(7); 15 U.S.C. § 27u-4(a)(7)); due process; and any other applicable law. The Notice constituted the best notice practicable under the circumstances and constituted due and sufficient notice to persons and entities entitled thereto.

5. The Settlement has created an all-cash common fund consistent with the law of this Circuit.

6. The requested fees are presumptively reasonable because the fees were negotiated by Lead Plaintiff and were consistent with the terms of the engagement agreement entered into at the outset of this case.

7. The amount of fees is fair, reasonable and appropriate under the "percentage-of-recovery" method. No Class members objected to the Settlement or to the fees, or sought to be excluded from the Class. Plaintiffs' Counsel were skilled and efficient in obtaining immediate benefits to the class, and this case presented inherently complex challenges, including a novel theory of liability. Plaintiffs' Counsel also invested significant time in the case, on a contingent basis, and the fees requested are within the range of fees typically awarded in similar cases and are

consistent with private practice. Further, the multiplier in this case is modest and well within the range approved in other securities class actions.

8. Attorneys' fees are GRANTED to Lead Counsel in an amount equal to 33 1/3 % of the Settlement Amount (\$650,000.00), along with litigation expenses of \$22,096.53, plus interest on both amounts at the same rate and for the same period as earned by the Settlement Fund until paid.

9. An \$8,000.00 award is GRANTED to Lead Plaintiff Scott Schwartz for his service on behalf of the Settlement Class. The Lead Plaintiff's award is to be paid from the Settlement Fund, for the time spent directly related to his representation of the Settlement Class.

10. Any appeal or challenge affecting the approval of the Fee Application shall in no way disturb or affect the finality of the Judgment entered with respect to the Settlement.

11. In the event that the Settlement is terminated or does not become Final or the Effective Date does not occur in accordance with the terms of the Stipulation, this Order shall be rendered null and void to the extent provided in the Stipulation and shall be vacated in accordance with the Stipulation.

IT IS SO ORDERED.

SIGNED this 10th day of December, 2025.

A handwritten signature in black ink, reading "William C. Bryson". The signature is fluid and cursive, with the first name "William" and last name "Bryson" clearly distinguishable.

WILLIAM C. BRYSON
UNITED STATES CIRCUIT JUDGE