Filed
Submitted 8/3/2026 5:16 PM
Stephnie Menke
District Clerk Potter County, Texas
Envelope No. 118165949
Filed: 8/4/2026 8:24 AM
By: TGH

CAUSE NO. 111219-D-CV

DENELI SHARBER, SHANNA BYERS, LYLE SCHAFER, and JENNIFER HART, individually and on behalf of all others similarly situated,	§	**IN THE DISTRICT COURT OF**
Plaintiffs,	§	
	§	**POTTER COUNTY, TEXAS**
v.	§	
FMC SERVICES, LLC d/b/a FAMILY MEDICINE CENTERS,	§	
Defendant.	§	**320th JUDICIAL DISTRICT**

PLAINTIFFS' MOTION FOR
ATTORNEYS' FEES, COSTS, EXPENSES, AND SERVICE AWARDS

I. SUMMARY OF ARGUMENT

Class Counsel has secured a class-wide Settlement[1] that compensates Settlement Class Members for their losses and provides meaningful prospective relief protecting against future risks potentially arising from the Data Incident. For their hard work and results, Class Counsel respectfully request that the Court award $716,666.66 in attorneys' fees, plus reimbursement of reasonable costs and expenses, as compensation for their work in bringing this case to a successful resolution. The attorneys' fees requested ($716,666.66) represent one-third of the Settlement Fund, which is well within range of what courts have found to be reasonable in other class action settlements, and, in fact, represents a negative multiplier of 0.84 of Class Counsel's lodestar. Plaintiffs' counsel also seek $27,125.39 in reimbursement of costs and expenses from the Settlement Fund, which includes, *inter alia*, filing fees, expert costs, and mediation costs.

In addition, Class Counsel respectfully request that the Court approve Service Awards in the amount of $10,000 for each of the four Class Representatives in recognition of their time and effort in pursuing this litigation. The Class Representatives actively participated in the prosecution of the case, including sitting for depositions and participating in the discovery process, to obtain an excellent outcome for the Class, and fulfilled all their duties as lead plaintiffs. No Settlement or recovery would have been possible without their vital role.

Class Counsel respectfully submit that the requested fee award is justified in light of the significant settlement benefits obtained despite the numerous risks and obstacles of this litigation, the significant work Class Counsel have invested and will continue to invest in this case, and the caliber of Class Counsel's work. Further, given the time and effort Plaintiffs devoted to this

[1] Unless otherwise noted, all capitalized terms not defined herein have the same meaning ascribed to them in the Settlement Agreement ("Settlement" or "SA"), which was attached to Plaintiffs' Motion for Preliminary Approval as Attachment A.

litigation on behalf of the Class, Class Counsel submit that the requested Service Awards are reasonable.

For all these reasons, and for those set forth in more detail below, Plaintiffs respectfully request that the Court grant this Motion in its entirety.

II. STATEMENT OF THE FACTS

A. Background

The proposed Settlement seeks to resolve this class action lawsuit filed against Defendant FMC Services, LLC ("FMC") arising from a security incident involving the personally identifiable information ("PII") and personal health information ("PHI" and together with PII, "Personal Information") of FMC's patients.

Plaintiffs allege that on July 26, 2022, FMC discovered that an unauthorized person or persons gained access to FMC's computer systems, and that this attack resulted in cyber-criminals accessing and obtaining the Personal Information of FMC's patients (the "Data Incident"). Plaintiffs allege claims for negligence, negligence per se, breach of fiduciary duty, breach of implied contract, and unjust enrichment. Defendant aggressively has maintained its position that Plaintiffs cannot state a claim for relief, that a class cannot be certified, that it would not be found liable at trial, and that Plaintiffs would not be able to prove damages resulting from the Data Incident. Defendant denies any and all liability.

The Parties began discussing the prospect of settlement in mid-2024 and scheduled a remote mediation with experienced class action mediator John DeGroote of DeGroote Partners, LLC, for September 12, 2024. The mediation ended without settlement. In late 2025, and prior to the hearing on Plaintiffs' Motion for Class Certification, the Parties agreed to resume mediation with John DeGroote and scheduled a remote mediation for January 7, 2026. After a full day of arm's-length negotiations, and additional negotiations thereafter, the Parties agreed to the material terms of this class-wide Settlement.

As set forth in the concurrently filed Declarations of Ben Barnow ("Barnow Fee Decl."), attached as Exhibit 1, and Gary E. Mason ("Mason Fee Decl."), attached as Exhibit 2, Class Counsel expended considerable efforts litigating this case, and they persistently advanced and protected the interests of the Class from inception. Barnow Fee Decl. ¶¶ 22–23; Mason Fee Decl. ¶¶ 23–24.

B. Class Counsel Conducted Extensive Factual and Legal Investigations and Diligently Litigated the Case

Prior to commencing this litigation, Class Counsel diligently investigated potential legal claims (and potential defenses thereto) arising from FMC's alleged failure to implement adequate and reasonable data security procedures and protocols necessary to protect its patients' Personal Information. Barnow Fee Decl. ¶¶ 2, 18; Mason Fee Decl. ¶¶ 2, 18. Class Counsel researched and analyzed voluminous reports, articles, and publicly available information surrounding the Data Incident, including FMC's corporate structure and potential co-defendants. Barnow Fee Decl. ¶ 3; Mason Fee Decl. ¶ 3. Class Counsel interviewed and vetted victims and potential class members inquiring about the Data Incident. Barnow Fee Decl. ¶ 3; Mason Fee Decl. ¶ 3. In all phases of the litigation, Class Counsel stayed abreast of material developments involving the Data Incident and kept current their extant understanding of the legal issues underlying Plaintiffs' claims. Barnow Fee Decl. ¶ 4; Mason Fee Decl. ¶ 4.

Extensive discovery and litigation occurred in this matter, including: an exchange of written interrogatories and requests for production; production and review of responsive documents; Defendant's deposition of the named Plaintiffs; Plaintiffs' deposition of Defendant's CEO, CFO, an employee, its designated expert, and the President of Defendant's IT vendor; and litigating and defeating Defendant's Motion for Summary Judgment. Barnow Fee Decl. ¶ 18; Mason Fee Decl. ¶ 18. On November 3, 2025, Plaintiffs filed their motion for class certification, seeking: certification of a class of "all persons whose personally identifiable information or personal health information was compromised in the Data Breach by unauthorized persons, including all persons who were sent notice of the Data Breach" and appointment of Class Representatives and Class Counsel. Defendant opposed.

C. Class Counsel Engaged in Extensive Arm's Length Settlement Discussions and Negotiated All Aspects of the Settlement

Class Counsel also advocated zealously on behalf of the Settlement Class Members during the Settlement negotiation process. Barnow Fee Decl. ¶ 5; Mason Fee Decl. ¶ 5. The Parties began discussing the prospect of settlement in mid-2024 and scheduled a remote mediation with experienced class action mediator John DeGroote of DeGroote Partners, LLC, for September 12, 2024. The mediation ended without settlement. In late 2025, and prior to the hearing on Plaintiffs' Motion for Class Certification, the Parties agreed to resume mediation with John DeGroote and scheduled a remote mediation for January 7, 2026. After a full day of arm's-length negotiations, and additional negotiations thereafter, the Parties agreed to the material terms of this class-wide Settlement.

Class Counsel solicited competing bids from multiple third-party administrators for settlement notice and administration. Barnow Fee Decl. ¶ 8; Mason Fee Decl. ¶ 8. The Parties ultimately agreed to the appointment of EAG Gulf Coast LLC ("EAG") as Settlement Administrator. Barnow Fee Decl. ¶ 8; Mason Fee Decl. ¶ 8. Class Counsel crafted, negotiated, and meticulously refined the final Notice Program and each document comprising the notice, with the assistance of a class action notice expert, to ensure that the information disseminated to Settlement Class Members is clear and concise. Barnow Fee Decl. ¶ 9; Mason Fee Decl. ¶ 9.

The information gathered from an investigation and research into the facts and potential legal claims enabled Class Counsel to assess the strengths and weaknesses of this case, analyze potential damages models that could be utilized at trial, and informed the decision to engage in negotiation with FMC's Counsel through mediation and later settling this matter. Barnow Fee Decl. ¶ 10; Mason Fee Decl. ¶ 10. Class Counsel's diligence in preparing for mediation, including obtaining information necessary to analyze all claims and defenses, allowed Class Counsel to negotiate a robust relief package and valuable outcome for the Settlement Class, and to determine a fair and efficient structure and distribution plan. Barnow Fee Decl. ¶ 11; Mason Fee Decl. ¶ 11.

At all times during settlement discussions, the negotiations were at arm's length. Barnow Fee Decl. ¶ 12; Mason Fee Decl. ¶ 12. Furthermore, it was always Class Counsel's primary goal to achieve the maximum substantive relief reasonably possible for the Settlement Class Members. Barnow Fee Decl. ¶ 12; Mason Fee Decl. ¶ 12.

D. Class Counsel Obtained Preliminary Settlement Approval and Implemented the Court-Approved Notice Plan

After the lengthy process that led to finalization of the Settlement Agreement and its numerous exhibits, Class Counsel prepared and filed Plaintiffs' Unopposed Motion for Preliminary Approval of Class Action Settlement ("Mot. for Prelim. App."), which included supporting documents, declarations, and exhibits. As discussed therein, despite the risk and uncertainty of class certification and continued litigation, the Settlement is an outstanding result for the Class.

On April 10, 2026, the Court preliminarily approved the Settlement and ordered that the Class be given notice. *See* Order Granting Preliminary Approval of Class Action Settlement ("Prelim. App. Order"). Thereafter, the Parties continued to work with the Settlement Administrator to supervise preparation and dissemination of Notice to Settlement Class Members.

Barnow Fee Decl. ¶ 14; Mason Fee Decl. ¶ 14. These efforts included review and drafting of the language and format of the Settlement Website, the script for the automated response to the toll-free number, the language and format of the Notice forms, and monitoring for exclusion requests and objections. Barnow Fee Decl. ¶ 15; Mason Fee Decl. ¶ 15.

E. Class Counsel Achieved an Excellent Result for the Class

After over three years of hard-fought litigation, Class Counsel secured a robust Settlement that provides significant and immediate relief to Settlement Class Members. As an initial matter, the prompt resolution of data breach class actions is in the best interests of class members because it allows class members to take advantage of settlement benefits and more immediately protect their identities to guard against the risk of fraud and identity theft. As such, the results achieved in this case are even more significant in that they were achieved efficaciously while avoiding the attendant risks of litigation and non-recovery. The Settlement requires FMC to pay a sum of $2,150,000.00 into the Settlement Fund. *See* Settlement Agreement ("SA"), attached as Exhibit A to Mot. for Prelim. App., ¶ 70. The Settlement Fund will be used, *inter alia*, to provide the following benefits to Settlement Class Members. *Id*. ¶ 71.

1. Cash Payment A – Documented Losses

Settlement Class Members may submit claims for a Cash Payment under this section for up to $5,000.00 per Settlement Class Member upon presentment of reasonable documented losses related to the Data Incident. To receive a documented loss payment, a Settlement Class Member must elect Cash Payment A on the Claim Form attesting under penalty of perjury to incurring documented losses. Settlement Class Members will be required to submit reasonable documentation supporting the claimed losses, which means documentation contemporaneously generated or prepared by a third party of the Settlement Class Member supported a claim for expenses paid.

Non-exhaustive examples of reasonable documentation include telephone records, correspondence including emails, or receipts. Except as expressly provided herein, personal certifications, declarations, or affidavits from the Settlement Class Member do not constitute reasonable documentation but may be included to provide clarification, context, or support for other submitted reasonable documentation. Settlement Class Members shall not be reimbursed for expenses if they have been reimbursed for the same expenses by another source, including compensation provided in connection with the credit monitoring and identity theft protection product offered as part of the notification letter provided by Defendant or otherwise. If a Settlement Class Member does not submit reasonable documentation supporting a loss, or if their Claim is rejected by the Settlement Administrator for any reason, and the Settlement Class Member fails to cure his or her Claim, the Claim will be rejected and the Settlement Class Member's Claim will be as if he or she elected Cash Payment B. *Id.* ¶ 74.

2. Cash Payment B – Alternate Cash

As an alternative to Cash Payment A above, a Settlement Class Member may elect to receive Cash Payment B, which is a cash payment in the estimated amount of $75.00. *Id.*

3. Medical Data Monitoring

In addition to Cash Payment A or Cash Payment B, adult Settlement Class Members may also make a Claim for Medical Data Monitoring that will include two years of CyEx's medical data monitoring product that will include: (i) real time monitoring of the credit file with one credit bureau; (ii) dark web scanning with immediate notification of potential unauthorized use; (iii) security freezing assistance; (iv) victim assistance; (v) $1,000,000.00 in identity theft insurance with no deductible; and (vi) access to fraud resolution agents to help investigate and resolve instances of identity theft. *Id.*

4. Minor Data Monitoring

In addition to Cash Payment A or Cash Payment B, minor Settlement Class Members may also make a Claim for Medical Data Monitoring that will include two years of CyEx's minor monitoring product that will include: (i) real time monitoring for evidence of the minor's SSN in combination with a credit file to protect against creation of synthetic identities; (ii) dark web scanning with immediate notification of potential unauthorized use; (iii) public record traces; and (iv) access to fraud resolution agents to help investigate and resolve instances of identity theft. *Id.*

III. ARGUMENT

A. The Court Should Grant Class Counsel's Reasonable Fee Request

1. Legal Standard

Texas's class action rule was amended in 2003 to state, "[i]n awarding attorney fees, the court must first determine a lodestar figure by multiplying the number of hours reasonably worked times a reasonable hourly rate. The attorneys' fee award must be in the range of 25% to 400% of the lodestar figure. In making these determinations, the court must consider the factors specified in Rule 1.04(b), Tex. Disciplinary R. Prof. Conduct." Tex. R. Civ. P. 42(i)(1). The relevant factors in determining reasonableness of a fee include:

> (1) the time and labor required, the novelty and difficulty of the questions involved, and the skill requisite to perform the legal service properly; (2) the likelihood, if apparent to the client, that the acceptance of the particular employment will preclude other employment by the lawyer; (3) the fee customarily charged in the locality for similar legal services; (4) the amount involved and the results obtained; (5) the time limitations imposed by the client or by the circumstances; (6) the nature and length of the professional relationship with the client; (7) the experience, reputation, and ability of the lawyer or lawyers performing the services; and (8) whether the fee is fixed or contingent on results obtained or uncertainty of collection before the legal services have been rendered.

Tex. Disciplinary R. Prof'l Conduct 1.04(b); *see also Arthur Andersen & Co. v. Perry Equip. Corp.*, 945 S.W.2d 812, 818 (Tex. 1997).

2. The Requested Fee Bears a Reasonable Relationship to Class Counsel's Lodestar

Class Counsel have amassed a collective lodestar of $855,632.50, thus the fee award they seek represents a 0.84 multiplier.[2] Barnow Fee Decl. ¶ 27; Mason Fee Decl. ¶ 28. That multiplier falls well within Rule 42(i)(1)'s permissible range of 0.25 to 4.0. In determining the appropriate multiplier, the court may consider only those Rule 1.04(b) factors not already incorporated into the reasonable hours and rates used to calculate the lodestar. *Stratton v. XTO Energy Inc.*, No. 02-10-00483-CV, 2012 Tex. App. LEXIS 1089, at *8 (Tex. App.—Fort Worth Feb. 9, 2012). Class Counsel's lodestar also does not include the time of J. Daren Brown of Stockard, Johnston, Brown, Netardus & Doyle, P.C., an experienced local practitioner, as well as other Plaintiffs' counsel who contributed to the litigation.

Class Counsel's hourly rate and time spent on the litigation are reasonable. Class Counsel's hourly rates are in line with hourly rates for similar practitioners in data breach cases across the country and their similar historical rates have been approved. *See* Barnow Fee Decl. ¶ 25; Mason Fee Decl. ¶ 26; *see also Spearman v. Nelnet Servicing, LLC*, No. 4:22-CV-3191, 2026 U.S. Dist. LEXIS 112520, at *14 (D. Neb. May 21, 2026) (approving fee award in a data breach case and noting that the "highest billed rate is over $1,700 per hour"). Class Counsel diligently litigated this matter, which has been pending for almost four years. As discussed above, Class Counsel have, *inter alia*, opposed (and prevailed in their opposition of) a motion for summary judgment, prepared a motion for class certification, and negotiated this Settlement. *See* Barnow Fee Decl. ¶ 18; Mason Fee Decl. ¶ 18; *see also Stratton*, 2012 Tex. App. LEXIS 1089, at *16 (finding counsel's 7,355.3 hours of time reasonable in a case that was settled prior to trial). Class Counsel's hourly rates and

[2] A summary of lodestar by biller for each firm is provided with the Declarations submitted herewith. *See* Barnow Fee Decl. ¶ 27; Mason Fee Decl. ¶ 28.

time expended are both reasonable given the subject matter of the litigation and the duration of the litigation.

The 0.84 multiplier is much lower than multipliers routinely approved by Texas courts in complex class actions. *E.g.*, *Stratton*, 2012 Tex. App. LEXIS 1089, at *20 (holding a multiplier of 2.17 is appropriate); *Dillard Dep't Stores, Inc. v. Gonzales*, 72 S.W.3d 398, 413 (Tex. App.—El Paso 2002, pet. denied) (upholding a multiplier of 2); *Borg-Warner Protective Servs. Corp. v. Flores*, 955 S.W.2d 861, 870 (Tex. App.—Corpus Christi 1997, no pet.) (upholding use of a 1.5 multiplier); *see also Sistrunk v. TitleMax, Inc.*, No. 5:14-CV-628-RP, 2018 U.S. Dist. LEXIS 64589, at *11 (W.D. Tex. Feb. 22, 2018) (awarding multiplier of approximately 2); *OneBeacon Ins. Co. v. T. Wade Welch & Assocs.*, No. H-11-3061, 2015 U.S. Dist. LEXIS 111500, at *37 (S.D. Tex. Aug. 24, 2015) (applying multiplier of 3.0).[3]

3. The Rule 1.04(b) Factors Support the Requested Fee

a. The Time and Labor Required, the Novelty and Difficulty of the Issues, and the Skill Required Support the Requested Fee

The first factor supports the fee request. Bringing this case to a successful conclusion demanded a significant commitment of time and resources by a team of experienced lawyers. Barnow Fee Decl. ¶¶ 2, 18; Mason Fee Decl. ¶¶ 2, 18. Over the course of nearly four years of litigating this case from its initiation until reaching a settlement, Class Counsel and their firms engaged in pre-suit investigation of the relevant facts and potential claims, communications with potential plaintiffs and class members, drafted the initial petitions, reviewed publicly available information and documents produced by FMC, opposed a motion for summary judgment, prepared and filed a motion for class certification, participated in extensive mediation and negotiation

[3] *Northrup v. Sw. Bell Tel. Co.*, 72 S.W.3d 16, 20 (Tex. App.—Corpus Christi 2002) ("Federal decisions and authorities interpreting current federal class action requirements are persuasive authority in Texas.").

efforts to settle this action, briefed a motion for preliminary approval, and oversaw the Notice process. Barnow Fee Decl. ¶¶ 2, 18; Mason Fee Decl. ¶¶ 2, 18. The substantial investment of time and resources strongly supports the reasonableness of the requested fee. *Sistrunk*, 2018 U.S. Dist. LEXIS 64589, at *8 (considering more than 1,100 hours of work, extensive litigation, the difficulty of the issues, and the result obtained); *Union Asset Mgmt. Holding A.G. v. Dell, Inc.*, 669 F.3d 632, 644–45 (5th Cir. 2012) (holding that informal discovery and other case-development efforts remain relevant to the fee analysis). Class Counsel and their firms will continue to expend time communicating with Settlement Class Members and seeking final approval of the Settlement. Barnow Fee Decl. ¶¶ 2, 18; Mason Fee Decl. ¶¶ 2, 18.

This case presented complex and uncertain questions of fact and law. This is a highly complicated data breach case. FMC adamantly denied liability and maintains that it has numerous meritorious defenses to the claims asserted in this Litigation.

Indeed, data breach cases are especially risky, expensive, and complex given the unsettled nature of the law. *See, e.g., In re Sonic Corp. Customer Data Sec. Breach Litig.*, No. 1:17-MD-2807, 2019 U.S. Dist. LEXIS 135573, at *14 (N.D. Ohio Aug. 12, 2019) ("Data breach litigation is complex and risky. This unsettled area of law often presents novel questions for courts. And of course, juries are always unpredictable."); *In re Equifax Inc. Customer Data Sec. Breach Litig.*, No. 1:17-MD-2800, 2020 U.S. Dist. LEXIS 118209, at *243 (N.D. Ga. Mar. 17, 2020) (recognizing the complexity and novelty of issues in data breach class actions). Despite these risks, Class Counsel were able to obtain an excellent result for Settlement Class Members.

This case presented novel and difficult issues. *See*, *e.g.*, *Gay v. Mortg. Contr. Servs., LLC*, No. 4:24-CV-217-SDJ, 2026 U.S. Dist. LEXIS 88259, at *26–27 (E.D. Tex. Apr. 22, 2026) ("Data breach litigation is a rapidly developing area of the law that poses complex issues. . . .") (collecting cases). Accordingly, these factors support Plaintiffs' fee request.

In general, data breach class actions present relatively uncharted territory, and no known data breach case has gone to trial. Class Counsel are experienced litigators who have successfully prosecuted and resolved numerous large consumer class actions and other complex matters, including in other data breach cases. Barnow Fee Decl. ¶ 22–23; Mason Fee Decl. ¶¶ 23–24. Class Counsel's skill and relevant experience were critical to achieving the Settlement here. This factor supports Plaintiffs' fee request. For example, Ben Barnow has prevailed on appeal in several data privacy cases in federal courts, which have been cited over 750 times, helping develop data breach jurisprudence. Barnow Fee Decl., Ex. A.

b. The Representation Limited Class Counsel's Ability to Accept Other Employment

Class Counsel have spent 997.3 hours litigating this class action. Barnow Fee Decl. ¶¶ 26–27; Mason Fee Decl. ¶¶ 27–28. Because hours and resources are necessarily limited, Class Counsel were required to defer or decline other work to properly prosecute this case. Barnow Fee Decl. ¶ 29 (Barnow and Associates, P.C. spent 677.8 hours on the litigation); Mason Fee Decl. ¶ 30 (Mason & Perry LLP spent 319.5 hours on the litigation); *see*, *e.g.*, *Gay*, 2026 U.S. Dist. LEXIS 88259, at *28 ("Class counsel spent nearly 200 hours litigating this case, . . . a substantial time commitment that likely precluded counsel from working on other matters."). Thus, this factor weighs in favor of Plaintiffs' fee request.

c. The Requested Fee is Consistent with Fees Customarily Charged for Similar Legal Services

Plaintiffs are requesting a fee of $716,666.66, which equals a 0.84 multiplier of Co-Lead Counsel's lodestar and approximately one-third of the Settlement Fund. While the Texas Supreme Court has not weighed in on what percentage of the benefit is reasonable in Texas, a one-third award is well in line with fees awarded in class action cases in federal courts in Texas. *E.g.*, *Shaw v. Toshiba Am. Info. Sys., Inc.*, 91 F.Supp.2d 942, 972 (E.D. Tex. 2000) ("Empirical studies show that, regardless whether the percentage method or the lodestar method is used, fee awards in class actions average around one-third of the recovery."); *Celeste v. Intrusion Inc.*, No. 4:21-CV-00307-SDJ, 2022 U.S. Dist. LEXIS 226841, at *30–31 (E.D. Tex. Dec. 16, 2022) (awarding one-third of the settlement fund); *Parmelee v. Santander Consumer USA Holdings Inc.*, No. 3:16-CV-00783-K, 2019 U.S. Dist. LEXIS 93413, at *4 (N.D. Tex. June 3, 2019) (awarding one-third of the settlement fund); *Erica P. John Fund, Inc. v. Halliburton Co.*, No. 3:02-CV-1152-M, 2018 U.S. Dist. LEXIS 69143, at *42–43 (N.D. Tex. Apr. 25, 2018) (awarding one-third of a $100 million settlement fund); *Prause v. TechnipFMC plc*, No. 4:17-CV-02368, 2021 U.S. Dist. LEXIS 245274, at *3–4 (S.D. Tex. Mar. 23, 2021) (awarding 33% of the settlement fund).

d. The Amount Involved and the Results Obtained Support the Requested Fee

The amount involved and results obtained also support the fee request. In negotiating the amounts to be paid under the Settlement, Class Counsel relied upon information uncovered in discovery, their own experience in other data breach litigation, and reported settlements in other data breach class actions. Barnow Fee Decl. ¶ 13; Mason Fee Decl. ¶ 13. The monetary benefits offered to Settlement Class Members are fair and reasonable in light of reported average out-of-pocket expenses due to a data breach.

The benefits available here compare favorably to what Settlement Class Members could recover if successful at trial. In the experience of Class Counsel, the relief provided by this Settlement should be considered an outstanding result and benefit to the Class. *See*, *e.g.*, *Harrell v. WebTPA Emp. Servs., LLC*, 2025 U.S. Dist. LEXIS 164950, at *21 (N.D. Tex. June 5, 2025)

("Continued litigation could impede the successful prosecution of these claims at trial and in an eventual appeal, resulting in zero benefit to the Settlement Class.").

e. The Time Limitations and Circumstances of the Litigation Support the Requested Fee

Class Counsel's efficient and expeditious resolution of this litigation and timely provision of the Settlement benefits is of tremendous value. This case involved a time-sensitive issue in that the longer this case went unresolved, the longer that Settlement Class Members' sensitive information was at risk. Here, Class Counsel's efficient work allows Settlement Class Members to seek compensation for out-of-pocket expenses incurred as a result of the Data Incident immediately. Barnow Fee Decl. ¶ 21; Mason Fee Decl. ¶ 22. At the same time, the Settlement allows Settlement Class Members to take advantage of Medical Data Monitoring Services and other similar services, which will help mitigate future harms. Barnow Fee Decl. ¶ 21; Mason Fee Decl. ¶ 22. This factor thus supports the fee request.

f. The Nature and Length of Class Counsel's Relationship with Plaintiffs Support the Requested Fee

This factor weighs in favor of the fee award. Class Counsel have been in communication with their clients since before this action was commenced in October of 2022, and remain in close contact with them regarding details of this Settlement. Barnow Fee Decl. ¶ 34; Mason Fee Decl. ¶ 34. The Plaintiffs have been actively involved in this litigation and strongly support the Settlement. Barnow Fee Decl. ¶ 34; Mason Fee Decl. ¶ 34. Accordingly, this factor weighs in favor of Class Counsel's fee request.

g. Class Counsel's Experience, Reputation, and Ability Support the Requested Fee

Class Counsel come from firms with established national data breach class action practices. Barnow Fee Decl. ¶¶ 22–23; Mason Fee Decl. ¶¶ 23–24. They are some of the most experienced and successful data breach class action practitioners in the country. Barnow Fee Decl. ¶¶ 22–23; Mason Fee Decl. ¶¶ 23–24. This factor supports the fee request. *Gay,* 2026 U.S. Dist. LEXIS 88259, at *28 ("Because the requested fee award accounts for the skill required to litigate this case and counsel's experience, reputation, and ability, no adjustment is required under these factors.").

h. The Contingent Nature of the Representation and Risk of Nonpayment Support the Requested Fee

Class Counsel undertook this litigation on a contingent basis. Barnow Fee Decl. ¶ 28; Mason Fee Decl. ¶ 29. Class Counsel advanced all expenses in the litigation and worked without receiving payment for nearly four years since this action's inception. Barnow Fee Decl. ¶ 25; Mason Fee Decl. ¶ 26. This supports Plaintiffs' fee request. *See Gay*, 2026 U.S. Dist. LEXIS 88259, at *29 ("Class counsel litigated this case on a contingency basis. . . . That basis supports the requested fee award. In undertaking this representation, counsel invested significant time and resources with no guaranteed return."); *Jones v. Diamond*, 636 F.2d 1364, 1382 (5th Cir. 1981) ("Lawyers who are to be compensated only in the event of victory expect and are entitled to be paid more when successful than those who are assured of compensation regardless of result."), *overruled on other grounds by Int'l Woodworkers of Am. v. Champion Int'l Corp.*, 790 F.2d 1174, 1175–76 (5th Cir. 1986).

B. Plaintiffs' Counsel's Costs and Expenses are Reasonable and Appropriate

Plaintiffs' Counsel are entitled to reimbursement of the expenses they reasonably incurred investigating and prosecuting this matter. *See In re High Sulfur Content Gasoline Products Liability Litigation*, 517 F.3d 220, 235 n.10 (5th Cir. 2008) (A "plaintiff's attorney, whose efforts create, discover, increase, or preserve a fund to which others also have a claim, is entitled to recover from the fund the costs of his litigation, including attorneys' fees.") (citation omitted). To date, Plaintiffs' Counsel have collectively incurred $27,125.39 in unreimbursed litigation costs and expenses. Barnow Fee Decl. ¶¶ 30, 34; Mason Fee Decl. ¶ 31. This amount does not include other additional costs that Class Counsel incurred in this litigation but, in an exercise of discretion, do not seek to recover. The expenses for which Class Counsel seek reimbursement were reasonably necessary for the continued prosecution and resolution of this litigation and were incurred by Class Counsel for the benefit of the class members with no guarantee that they would be reimbursed. They are reasonable in amount and the Court should approve their reimbursement.

C. The Requested Service Awards Should Be Approved

"[C]ourts consistently approve incentive awards in class action lawsuits to compensate named plaintiffs for the services they provide and burdens they shoulder during litigation." *DeHoyos v. Allstate Corp.*, 240 F.R.D. 269, 339–40 (W.D. Tex. 2007); *see also Blackmon v. Zachry Holdings, Inc.*, No. SA-20-CV-00988-JKP, 2022 U.S. Dist. LEXIS 139417, at *16 (W.D. Tex. Aug. 5, 2022) (approving $12,500 service awards based on the representatives' work and time devoted to the litigation); *Slipchenko v. Brunel Energy, Inc.*, No. H-11-1465, 2015 U.S. Dist. LEXIS 8177, at *33–35 (S.D. Tex. Jan. 23, 2015) (approving service awards based on the representatives' risks, contribution to the class, and significant time and effort).

Efforts supporting incentive awards include "monitoring class counsel, being deposed by opposing counsel, keeping informed of the progress of the litigation, and serving as a client for purposes of approving any proposed settlement with the defendant." *Chieftain Royalty Co. v. Enervest Energy Institutional Fund XIII-A, L.P.*, 888 F.3d 455, 468 (10th Cir. 2018). Similarly stated, "[i]n deciding whether [an incentive] award is warranted, relevant factors include the actions the plaintiff has taken to protect the interests of the class, the degree to which the class has benefitted from those actions, and the amount of time and effort the plaintiff expended in pursuing the litigation." *Cook v. Niedert*, 142 F.3d 1004, 1016 (7th Cir. 1998); *accord UFCW Local 880—Retail Food Emp'rs Joint Pension Fund v. Newmont Mining Corp.*, 352 F. App'x 232, 235 (10th

Cir. 2009) ("a class representative may be entitled to an award for personal risk incurred or additional effort and expertise provided for the benefit of the class").

Here, Plaintiffs request a Service Award of $10,000 each in recognition of their contributions to the successful resolution of this litigation. Plaintiffs here sat for depositions, participated in the discovery process, reviewed documents, and stayed in close contact with their attorneys throughout the litigation. *See* Barnow Fee Decl. ¶ 34; Mason Fee Decl. ¶ 34. The requested $10,000 Service Awards are consistent with awards approved in other data privacy class actions. *See Katz-Lacabe v. Oracle Am. Inc.*, No. 3:22-cv-04792-RS, 2024 U.S. Dist. LEXIS 208150, at *19 (N.D. Cal. Nov. 15, 2024) (approving $10,000 service award to each class representative); *Veridian Credit Union v. Eddie Bauer LLC*, No. 2:17-cv-00356-JLR, 2019 U.S. Dist. LEXIS 189116, at *9 (W.D. Wash. Oct. 25, 2019) (approving $10,000 service award).

IV. CONCLUSION

For the foregoing reasons, Plaintiffs respectfully request that the Court enter an Order: (a) awarding Class Counsel's attorneys' fees in the amount of $716,666.66; (b) awarding reimbursement of Plaintiffs' counsel's costs and expenses in the amount of $27,125.39; and (c) awarding the Class Representatives Service Awards in the amount of $10,000 each for their efforts and commitment on behalf of the Class.

Dated: August 3, 2026

Respectfully submitted,

<u>/s/ J. Daren Brown</u>
J. Daren Brown
STOCKARD, JOHNSTON, BROWN, NETARDUS & DOYLE, P.C.
TSBN: 24036271
1030 N. Western Street
Amarillo, Texas 79106
Telephone: (806) 372-2202

Facsimile: (806) 379-7799
dbrown@sjblawfirm.com

Ben Barnow*
Anthony L. Parkhill*
BARNOW AND ASSOCIATES, P.C.
205 W. Randolph Street, Suite 1630
Chicago, IL 60606
Tel: 312-621-2000
Fax: 312-641-5504
b.barnow@barnowlaw.com
aparkhill@barnowlaw.com

Gary E. Mason*
MASON & PERRY LLP
5335 Wisconsin Avenue NW, Suite 640
Washington, DC 20015
Tel: 202-429-2290
gmason@masonllp.com

Counsel for Plaintiffs

*admitted pro hac vice

DECLARATION OF SERVICE

I hereby certify that on August 3, 2026, a true and correct copy of the above and foregoing instrument was served on counsel of record by e-service in accordance with the TEXAS RULES OF CIVIL PROCEDURE.

/s/ *J. Daren Brown*
J. Daren Brown
Attorney for Plaintiffs

Exhibit 1

CAUSE NO. 111219-D-CV

DENELI SHARBER, SHANNA BYERS, LYLE SCHAFER, and JENNIFER HART, individually and on behalf of all others similarly situated,	§	**IN THE DISTRICT COURT OF**
	§	
Plaintiffs,	§	
	§	**POTTER COUNTY, TEXAS**
v.	§	
	§	
FMC SERVICES, LLC d/b/a FAMILY MEDICINE CENTERS,	§	
	§	
Defendant.	§	**320th JUDICIAL DISTRICT**

DECLARATION OF BEN BARNOW IN SUPPORT OF PLAINTIFFS' MOTION FOR ATTORNEYS' FEES, EXPENSES, COSTS, AND SERVICE AWARDS

I, Ben Barnow, hereby declare as follows:

1. I am an attorney admitted to practice law in the State of Illinois and the State of New York, and I have been admitted pro hac vice to practice before the Court in this case. I am the founder and President of Barnow and Associates, P.C. ("Barnow and Associates"), and one of Class Counsel in this litigation. I have personal knowledge of the matters stated in this declaration except those stated on information and belief, and, as to those, I believe them to be true. If called upon, I would competently testify to them. This declaration is submitted in support of Plaintiffs' Motion for Attorneys' Fees, Costs, Expenses, and Service Awards.

BACKGROUND AND SETTLEMENT NEGOTIATIONS

2. Prior to commencing this litigation, Barnow and Associates diligently investigated potential legal claims (and potential defenses thereto) arising from FMC's alleged failure to implement adequate and reasonable data security procedures and protocols necessary to protect personally identifiable information ("PII") and personal health information ("PHI" and together with PII, "Personal Information").

3. Barnow and Associates researched and analyzed reports, articles, and publicly available information surrounding the Data Incident. Barnow and Associates interviewed and vetted victims and potential class members inquiring about the Data Incident.

4. In all phases of the litigation, Barnow and Associates stayed abreast of material developments involving the Data Incident and kept current its extant understanding of the legal issues underlying Plaintiffs' claims.

5. Barnow and Associates advocated zealously on behalf of Settlement Class Members during the Settlement negotiation process. The Parties began to engage in extensive arm's length negotiations concerning a possible settlement of this matter in mid-2024. After extensive pre-mediation negotiations and discussions, on September 12, 2024, the Parties participated in a full-day mediation with Mediator John DeGroote of DeGroote Partners.

6. In advance of formal mediation, the Parties discussed their respective positions on the merits of the claims and class certification and provided detailed information to the mediator on the relevant facts and law. The September 12, 2024 mediation session was informed and hard-fought. Class Counsel and counsel for FMC aggressively advocated for their respective positions and views during the mediation session. The Parties were unable to reach a resolution at the mediation.

7. In late 2025, and prior to the hearing on Plaintiffs' Motion for Class Certification, the Parties agreed to resume mediation with John DeGroote and scheduled a remote mediation for January 7, 2026. After a full day of arm's length negotiations, and additional negotiations thereafter, the Parties agreed to the material terms of this classwide Settlement. During the months that followed, the Parties exchanged drafts of the Settlement Agreement and its exhibits, and negotiated the remaining finer details of the Settlement. These negotiations continued to be

contested and involved detailed discussions regarding many provisions of the Settlement Agreement, related documents, and the plan for Class Notice.

8. Class Counsel solicited bids from several third-party administrators before the Parties agreed to appoint EAG Gulf Coast, LLC as Settlement Administrator.

9. Class Counsel crafted, negotiated, and refined the final Notice Program and each document comprising the notice, with the assistance of the class action notice expert, to ensure that the information disseminated to Settlement Class Members is clear and concise.

10. The information gathered from an investigation and research into the facts and potential legal claims, along with its years of experience in data breach cases, enabled Barnow and Associates to assess the strengths and weaknesses of this case, analyze potential damages models that could be utilized at trial, and informed the decision to engage in negotiation with FMC's Counsel through mediation and later settling the matter.

11. Barnow and Associates' diligence in preparing for mediation, including obtaining information necessary to analyze claims and defenses, allowed Barnow and Associates to negotiate a robust relief package and valuable outcome for the Settlement Class, and to determine a fair and efficient structure and distribution plan.

12. At all times during settlement discussions, the negotiations were at arm's length. Furthermore, it was always Class Counsel's primary goal to achieve the maximum substantive relief reasonably possible for Settlement Class Members.

13. In negotiating the amounts to be paid under the Settlement, Class Counsel relied upon published reports documenting data breach and identity theft costs, information uncovered in discovery, their own experience in other data breach litigation, and reported settlements in other data breach class actions.

AFTER PRELIMINARY APPROVAL

14. After the Court preliminarily approved the settlement, Barnow and Associates continued to work with the Settlement Administrator to supervise preparation and dissemination of Notice to Class Members.

15. These efforts included review and drafting of the language and format of the Settlement Website, the script for the automated response to the toll-free number, the language and format of the Notice forms, monitoring for exclusion requests and objections, and ensuring prompt response to Settlement Class Member inquiries (whether by phone or e-mail) regarding the Settlement.

16. Class Counsel and their firms expect to continue to expend time communicating with Settlement Class Members and seeking final approval of the Settlement.

MY FIRM'S EFFORTS ON BEHALF OF THE CLASS

17. Barnow and Associates has been diligent in and committed to investigating claims on behalf of the Class. Prior to commencing this litigation, Barnow and Associates diligently investigated potential legal claims (and potential defenses thereto) arising from FMC's alleged failure to implement adequate and reasonable data security procedures and protocols necessary to protect Personal Information.

18. Barnow and Associates has performed the following work on behalf of Plaintiffs and Settlement Class Members, among other things:

- Investigated the circumstances surrounding the Data Incident;
- Stayed abreast of and analyzed reports, articles, and other public materials discussing the Data Incident and describing FMC's challenged conduct;
- Reviewed public statements from FMC concerning the Data Incident, including the contents of the breach notification letter sent to impacted Settlement Class Members;

- Researched FMC's corporate structure and potential co-defendants;
- Drafted and filed an initial petition against FMC, and served that petition on FMC;
- Drafted, filed, and prevailed on an opposition to FMC's motion for summary judgment;
- Drafted and responded to written interrogatories and requests for production;
- Deposed FMC's CEO, CFO, an employee, its designated expert, and the President of FMC's IT vendor;
- Drafted and filed a motion for class certification of a class of "all persons whose personally identifiable information or personal health information was compromised in the Data Breach by unauthorized persons, including all persons who were sent notice of the Data Breach" and appointment of Class Representatives and Class Counsel;
- Analyzed information provided by FMC in pre-mediation discovery; and
- Engaged in two full-day mediations before Mediator John DeGroote of DeGroote Partners and continued to engage in arm's-length negotiations through telephone conferences and e-mails, exchanging draft term sheets until the Parties—represented by experienced counsel who had a comprehensive understanding of the strengths and weaknesses of each party's claims and defenses—were able to reach an agreement in principle for the Settlement.

19. Barnow and Associates has committed appropriate and substantial time and resources to organizing and working collaboratively toward the advancement of the litigation, and will continue to do so. As a result of these efforts, Barnow and Associates developed a clear understanding of the strengths and weaknesses of the claims and defenses in this case and they were well-prepared to evaluate the fairness, reasonableness, and adequacy of the Settlement.

20. Barnow and Associates will continue to work cooperatively, coordinate, and meet and confer with Defendant's counsel and Co-Lead Counsel in this litigation through final settlement approval.

21. Class Counsel's efficient work allows Settlement Class Members to seek compensation for out-of-pocket expenses incurred as a result of the Data Incident or an alternate

cash payment immediately. At the same time, the Settlement allows Settlement Class Members to take advantage of Credit Monitoring Services and other similar services, which will help mitigate future harms.

BARNOW AND ASSOCIATES' EXPERIENCE

22. At all times, Barnow and Associates had the experience, expertise, and resources to effectively litigate any and all issues related to this litigation.

23. I am nationally recognized for my experience in leading some of the nation's largest consumer class actions and have been recognized as a Titan of the Plaintiffs Bar.[1] As a court-appointed lead counsel or equivalent designation, I have successfully led over fifty major class actions (including MDLs) where class-wide recoveries were achieved, resulting in benefits valued in excess of five billion dollars being made available to class members. This includes leading noteworthy privacy class actions where class settlements were achieved. A copy of my firm's resume is attached hereto as Exhibit A.

TIME AND EXPENSES

24. My firm has dedicated a significant amount of time and labor to this case.

25. All of the services performed by our firm were undertaken on a contingent fee basis, and we have not been compensated for any of this work to date. Barnow and Associates' rates are reasonable and the rates, or similar rates, have been approved by courts. My firm's current hourly rates are as follows: $1,425/hour for Ben Barnow (President of Barnow and Associates); $1,125/hour for Anthony L. Parkhill (partner); $750/hour for Riley W. Prince (associate); $650/hour for Nicholas W. Blue (associate); and $150/hour for Aaron Perez (law clerk). These

[1] *See* Sindhu Sundar, Law360, Titan of the Plaintiffs Bar: Ben Barnow (Oct. 8, 2014), https://www.law360.com/articles/585655/titan-of-the-plaintiffs-bar-ben-barnow.

hourly rates are the current usual and customary rates set by my firm for each individual and used in all current litigation matters, as periodically adjusted according to market rates. *See, e.g.*, *In re Geisinger Health Data Security Incident Litigation*, No. 4:24-cv-01071 (M.D. Pa.) (approving fee award which included Barnow and Associates' fees at rates of $1,425/hour for Ben Barnow; $1,025/hour for Anthony L. Parkhill; $750/hour for Riley W. Prince; and $650/hour for Nicholas W. Blue) *Wilson*, *et al. v. FCA US LLC*, No. 4:22-cv-00447 (E.D. Tex.) (approving fee award which included Barnow and Associates' fees at rates of $1,350/hour for Ben Barnow; $950/hour for Anthony L. Parkhill; $700/hour for Riley W. Prince; and $575/hour for Nicholas W. Blue); *Lowery v. Egyptian Public and Mental Health Department* No. 2024LA10 (Saline Cnty., IL) (same); *Johnson, et al. v. One Brooklyn Health System, Inc.*, No. 512485/2023 (Kings Cnty., NY) (same). The rates reflect what would be charged to a fee-paying client in the private legal marketplace for complex litigation. The rates are also in line with the rates charged by other firms that handle complex cases and class actions.

26. The work performed thus far required the efforts of various attorneys at Barnow and Associates. As of July 31, 2026, my firm has expended 677.8 hours pursuing this matter on behalf of the Settlement Class.

27. My firm's total lodestar as of July 31, 2026, is $616,717.50. A summary of rates and hours expended are as follows:

Attorney	**Rate**	**Hours Expended**	**Lodestar**
Ben Barnow (President)	1,425	53.7	$76,522.50
Anthony L. Parkhill (Partner)	1,125	243.6	$274,050.00
Riley W. Prince (Associate)	750	315.7	$236,775.00
Nicholas W. Blue (Associate)	650	39.3	$25,545.00
Aaron Perez (Law Clerk)	150	25.5	$3,825.00
Total		**677.8**	**$616,717.50**

28. In my opinion, this time was reasonable and necessary for the prosecution of this

action and my firm took meaningful steps to ensure the efficiency of its work.

29. In connection with the action, Barnow and Associates also advanced costs and expenses. Because our firm handled this action on a contingent basis, we have not received reimbursement for any of these costs and expenses.

30. As of July 31, 2026, Barnow and Associates has incurred $14,953.68 in costs and expenses in connection with this action. Below is a table categorizing these expenses.

Category	**Amount**
Attorney Admission Fees	$767.64
Mediation Fees	$2,250.00
Legal Research	$660.63
Travel	$3,570.09
Expert Fees	$2,551.67
Deposition Costs (including transcripts and subpoena service)	$5,100.33
Conference Call Charges	$53.32
Total	**$14,953.68**

31. The amount of expenses stated above does not include internal and other additional costs that my firm incurred in this litigation but, in an exercise of discretion, do not seek to recover.

32. Based on my experience prosecuting this action and overseeing the conduct of the litigation, all of these expenses were reasonable and incurred in connection with the action.

33. Additional Plaintiffs' Counsel have reported the following amounts of costs and expenses, broken down by firm:

Law Firm	**Amount of Costs and Expenses**
Stockard Johnson Brown Netardus & Doyle, P.C.	$647.22
Bailey Glasser LLP	$1,308.05
Zimmerman Reed LLP	$196.95
Jennings & Earley PLLC	$795.92
Total	**$2,948.14**

Class Representatives' Role

34. The Class Representatives, Deneli Sharber, Shanna Byers, Lyle Schafer, and Jennifer Hart, have played an active and important role in this litigation since its inception. Barnow and Associates has been in contact with the Class Representatives throughout the litigation, including settlement negotiations. The Class Representatives' actions, including sitting for a deposition, participating in discovery, communicating with Class Counsel, reviewing and approving documents, approving the terms of the Settlement, and acting on behalf of the Class's interests, were integral to the success of this litigation.

I declare under penalty of perjury that the foregoing is true and correct. Executed this 31st day of July, 2026, at Chicago, Illinois.

/s/ Ben Barnow
Ben Barnow

Exhibit A

BEN BARNOW

BARNOW AND ASSOCIATES

a professional corporation

ATTORNEYS AT LAW

Ben Barnow is nationally recognized for his experience in leading some of the nation's largest class actions. In that capacity, he has successfully led the prosecution of a number of large-scale class actions relating to consumer data security breaches, consumer protection issues, and antitrust violations. He has been appointed to and served in leadership positions in cases throughout the nation, in both state and federal courts, including MDL proceedings. His efforts have delivered resolutions in numerous significant cases, including cases against America Online, DaimlerChrysler, McDonald's, Microsoft, Shell Oil, Sony, TJX, and Toyota.

Ben Barnow graduated from the University of Wisconsin in 1966 with a Bachelor's degree in Business Administration. He received his Juris Doctor from the University of Michigan Law School in 1969. He is licensed to practice in the State of Illinois and the State of New York. Mr. Barnow is also admitted to practice before the Supreme Court of the United States, the United States Court of Appeals for the First, Third, Fifth, Sixth, Seventh, Eighth, and Ninth Circuits, the United States District Court for the Northern District of Illinois, the Central District of Illinois, the District of Colorado, the Eastern District of Wisconsin, the Western District of Wisconsin, the Eastern District of Michigan, the Western District of Michigan, the Southern District of New York, and the Eastern District of New York. He is a member of the American Bar Association, the American Association for Justice, the Illinois State Bar Association, and the Chicago Bar Association. He has also served as a member of the Panel of Arbitrators of the American Arbitration Association. He is listed in Martindale-Hubbell with an AV rating.

During his over fifty-year legal career, Ben Barnow has represented both plaintiffs and defendants in many types of litigation and has engaged in significant transactional work. He was General Counsel to one of the world's largest public relations agencies and presided as chairman of certain of its retirement trusts. Ben Barnow was an Associate Professor at Northern Michigan University from 1969-1971, where he taught business law and unfair competition. Mr. Barnow joined the law firm of Herrick, McNeill, McElroy & Peregrine in July 1971, where he became a partner in 1977.

As part of a series of articles by Law360 featuring notable plaintiff attorneys, Ben Barnow was recognized as a Titan of the Plaintiffs Bar, and Barnow and Associates, P.C. "a plaintiffs' class action outfit known for winning big-time antitrust and data breach settlements." Sindhu Sundar, Titan of the Plaintiffs Bar: Ben Barnow, Law360 (Oct. 8, 2014), https://www.law360.com/articles/585655/titan- of-the-plaintiffs-bar-ben-barnow.

Selected Cases

<u>Data Security Breach Cases</u>

In re Retina Group of Washington Data Security Incident Litigation. In this data breach class action, Ben Barnow served as one of Settlement Class Counsel, helping to negotiate a $3,600,000 non-reversionary common fund for the benefit of the approximately 450,000 Settlement Class Members.

In re Fortra File Transfer Software Data Security Breach Litigation. Ben Barnow was appointed as one of the track leads for the NationsBenefits track of this hub-and-spoke data breach. The NationsBenefits track involved over 3,000,000 class members. The case resulted in a global settlement which made available a $27,000,000 non-reversionary common fund, which NationsBenefits agreed to pay or cause to be paid $5,800,000 into.

In re Hospital Sisters Health System Data Breach Litigation. Barnow and Associates, P.C. was appointed as one of lead class counsel in this data breach class action where a settlement was reached that created a $7,600,000 fund for approximately 868,871 class members.

In re Saint Xavier University Data Breach Litigation. Appointed as one of Settlement Class Counsel, Ben Barnow helped make available a $1,750,000 settlement fund for approximately 201,561 class members. Settlement Class Members could submit claims to obtain credit monitoring, reimbursement for out-of-pocket losses, or an alternative cash payment.

Lowery v. Egyptian Public and Mental Health Department. Ben Barnow was appointed one of Class Counsel in this Illinois data breach class action which resulted in a $765,000 settlement fund for a class of approximately 116,653 class members. The Settlement received zero opt-outs and zero objections.

In re: Morris Hospital Data Breach Litigation. Ben Barnow served as one of Class Counsel in this data breach class action which resulted in a settlement making available a settlement fund of $1,361,571.77 for a Settlement Class of approximately 248,943 persons whose personal information was exposed in a data breach.

Holden, et al. v. Guardian Analytics, Inc., et al. As one of Class Counsel, Ben Barnow helped negotiate a settlement that created a non-reversionary settlement fund of $1,430,207.50 for approximately 197,270 class members whose personal information was exposed in a data breach. Settlement Class Members could select a cash payment or reimbursement for damages incurred as a result of the data breach and credit monitoring services.

In re MedStar Health Data Security Incident. Serving as one of four co-lead class counsel, Ben Barnow helped negotiate a settlement that created a $1,350,000 non-reversionary settlement fund. The approximately 183,079 settlement class members whose data was impacted in the data breach were able to obtain credit monitoring along with either reimbursement for out-of-pocket losses or an alternative cash payment.

In re Afni, Inc. Data Breach Litigation. Ben Barnow served as one of Settlement Class Counsel and helped craft a settlement that made available a non-reversionary common fund of $1,850,000 for approximately 261,449 class members who were affected by a data breach. The settlement allowed class members to select between either reimbursement for damages incurred as a result of the data breach and credit monitoring services or alternative cash payments.

Mikulecky, et al. v. Lutheran Social Services of Illinois. Ben Barnow was appointed as one of Settlement Class Counsel in this data breach class action relating to a data breach at a social services company in Illinois. The settlement created a non-reversionary settlement fund of $1,350,000 for a class of approximately 144,719 persons. The settlement also required the defendant to implement certain data security enhancements to protect class members' personal information in the future.

Briscoe v. First Financial Credit Union. Appointed as one of Settlement Class Counsel, Ben Barnow negotiated a settlement that made available a $1,600,000 non-reversionary settlement fund for a class of approximately 229,748 persons whose personal information was exposed in a data breach. Settlement Class Members could select an alternative cash payment or reimbursement for damages incurred as a result of the data breach and credit monitoring services.

LaFratta v. Medical Healthcare Solutions, Inc. Serving as one of Settlement Class Counsel, Ben Barnow crafted a settlement that created a $727,266 non-reversionary fund for a class of approximately 133,997 persons, allowing for Settlement Class Members to receive reimbursements for damages as a result of a data breach that the defendant experienced and credit monitoring, or an alternative cash payment.

Keefer v. Fulton Bank, N.A. Ben Barnow was appointed as Class Counsel with respect to Fulton Bank class members in this class action involving a data breach affecting a class of approximately 111,663 persons. He negotiated a settlement that created a $750,000 non-reversionary common fund, out of which Settlement Class Members could claim certain benefits.

Lukens v. Utah Imaging Associates, Inc. Appointed as one of Settlement Class Counsel, Ben Barnow crafted a settlement that made available a non-reversionary common fund of $2,100,000 for approximately 583,642 class members. The settlement allowed class members to select between either reimbursement for damages incurred as a result of the data breach and credit monitoring services or alternative cash payments.

Kesner v. UMass Memorial Health Care, Inc. Serving as one of Settlement Class Counsel in this class action relating to a data breach that affected the personally identifiable information and personal health information of 209,000 persons, Ben Barnow helped create a fund of $1,200,000 that allowed class members to select between a cash payment or reimbursement for lost expenses and time and credit monitoring services.

Easter v. Sound Generations. Ben Barnow was appointed as class counsel and crafted a settlement that made available cash payments, credit monitoring, and reimbursements for expenses and lost time dealing with the data incident for approximately 600,605 persons. The settlement provided a $100,000 fund for class members whose Social Security numbers were affected in the data breach that was in addition to the other benefits provided under the settlement.

Kostka v. Dickey's Barbecue Restaurants, Inc. Appointed as one of class counsel in this data breach affecting approximately 725,000 Dickey's customers, Ben Barnow helped negotiate a settlement that created a $2,350,000 common fund. The settlement allowed class members to select between a cash payment or credit monitoring services.

McCullough v. True Health New Mexico, Inc. Ben Barnow served as one of Class Counsel in this class action involving a medical data breach affecting a class of over 62,982 persons. Ben Barnow negotiated a settlement that allows class members to claim reimbursements for lost time and expenses that arose as a result of the data breach and obtain two years of credit monitoring and insurance services.

Cochran v. Kroger Co. Ben Barnow took a leading role in this litigation against Kroger involving a data breach of Accellion's File Transfer Appliance affecting a class of Kroger customers and employees. He was instrumental in negotiating a settlement that made benefits of $5 million available to the settlement class. He was appointed as one of Class Counsel and the Settlement was finally approved.

Hestrup, et al. v. DuPage Medical Group, Ltd. Ben Barnow was appointed as one of Class Counsel in this medical data breach class action. He helped negotiate a settlement establishing a $3 million fund for a class of approximately 655,000 persons. The settlement allowed for class members to select between reimbursement for damages incurred as a result of the data breach and alternative cash payments.

Lozano v. CodeMetro, Inc. Serving as Co-Lead Settlement Class Counsel in a case relating to a data breach of a medical industry business service provider, Ben Barnow secured a settlement making benefits of $850,000 available to the class of approximately 98,700 persons. The plaintiff's claims against the defendant included claims for violations of the California Consumer Privacy Act and the California Confidentiality of Medical Information Act, claims that have only become more important in data breach litigation since.

In re BJC Healthcare Data Breach Litig. Ben Barnow served as Class Counsel in an action involving a medical data breach affecting a class of over 280,000 persons. Ben Barnow played a central role in negotiating a settlement allowing class members to claim reimbursements for certain expenses that arose as a result of the data breach.

In re: Zappos.com Inc. Customer Data Security Breach Litigation. Ben Barnow was one of Co-Lead Class Counsel and settlement class counsel in this litigation, which resulted in a landmark Ninth Circuit ruling recognizing the Article III standing of consumers harmed by data breaches. He also successfully opposed Zappos' petition for writ of certiorari to the Supreme Court of the United States, where he served as counsel of record for plaintiffs. After many years of litigation, he negotiated a settlement that was granted final approval. The Settlement provided Class Members with CAFA-compliant coupons that were redeemed for over $5 million.

***In Re: Sony Gaming Networks and Customer Data Security Breach Litigation*, MDL No. 2258.** The Honorable Anthony J. Battaglia appointed Ben Barnow to the Plaintiffs' Steering Committee—a committee of seven firms established to lead the litigation—in this MDL proceeding involving over 60 cases relating to a data security breach that affected approximately 70 million consumers in the United States and Canada. A settlement agreement was entered into and was granted final approval. At the final fairness hearing, Judge Battaglia remarked: "Just in the final analysis, the order, much like all the work by both sides throughout the case, has been impeccable, highly professional, and skilled. It's been a real pleasure dealing with you."

***In Re: TJX Retail Security Breach Litigation*, MDL No. 1838.** Ben Barnow served as one of Co-Lead Settlement Class Counsel for the Consumer Track in this MDL proceeding relating to the theft of approximately 45 million credit and debit card numbers used at TJX stores and the personal information of over 454,000 TJX customers. Mr. Barnow took the lead in negotiating a settlement with TJX's attorneys that made available valuable benefits to the Class. The Honorable Judge Young granted final approval to the settlement, which he referred to as "excellent," and as containing "innovative" and "groundbreaking" elements.

***In Re: Countrywide Fin. Corp. Customer Data Security Breach Litigation*, MDL No. 1998.** Ben Barnow served as one of Co-Lead Settlement Class Counsel in this forty-case MDL proceeding relating to a former Countrywide employee's theft and sale of millions of Countrywide customers' private and confidential information. Mr. Barnow negotiated a settlement that was granted final approval, making valuable benefits available to approximately 17 million Settlement Class Members. In the opinion granting final approval to the settlement, the Honorable Chief Judge Russell noted that "Co-Lead Settlement Counsel are nationally recognized in the field of class actions, particularly those involving security breaches," and stated that "the Court was impressed with Co-Lead Counsel and Countrywide counsels' knowledge and skill, as represented in the various motions and hearings that took place throughout this settlement process."

***In Re: Heartland Payment Systems Inc., Data Security Breach Litigation*, MDL No. 2046.** Ben Barnow served as one of Co-Lead Counsel for the Consumer Track in this MDL proceeding relating to what, at the time, was reported as one of the largest data security breaches in history. Mr. Barnow negotiated a settlement on behalf of a Settlement Class that is estimated to include more than 120 million members. Notice of the settlement was completed and only one objection was received. Final approval of the settlement was granted.

Winstead v. ComplyRight, Inc. Ben Barnow served as one of Co-Lead Settlement Class Counsel in this proceeding relating to the theft of approximately 665,000 individuals' private and confidential information (including Social Security numbers) from ComplyRight, Inc.'s web portal. Mr. Barnow and his Co-Lead Settlement Class Counsel negotiated a settlement that included the creation of a $3,025,000 settlement fund and which allowed Settlement Class members to claim, at their selection, a cash payment, a protection plan option, or reimbursement of up $200 in documented and unreimbursed out-of-pocket expenses incurred as a result of the Data Breach. Final approval of the settlement was granted.

Lockwood v. Certegy Check Services, Inc. Ben Barnow served as one of Co-Lead Settlement Class Counsel in this consolidated proceeding relating to the theft of approximately 37 million individuals' private and confidential information from Certegy Check Services, Inc.'s computer databases. Mr. Barnow organized all plaintiffs' counsel and pending cases without the benefit of an MDL and negotiated a settlement that was granted final approval. At the final fairness hearing, the Honorable Judge Merryday described the settlement as a "good deal," providing "a real benefit to a large class of persons" as "the result of the focused attention of skilled counsel for a protracted time."

McGann v. Schnuck Markets, Inc. Ben Barnow served as one of Co-Lead Settlement Class Counsel in this proceeding relating to the theft of the credit and debit card information of an estimated 777,000 individuals from point-of-sale terminals at affected Schnucks stores. Mr. Barnow negotiated a settlement that has been granted final approval, making significant benefits available to the Settlement Class.

Rowe v. Unicare Life and Health Insurance Co. Ben Barnow was Lead Counsel in this proceeding relating to the defendants' alleged failure to secure the private health information of approximately 220,000 individuals enrolled in the defendants' health insurance plans, resulting in such information being accessible to the public via the Internet. Mr. Barnow negotiated a settlement that was granted final approval. At the preliminary approval hearing, the Honorable Judge Hibbler described the efforts of the parties as "exemplary."

Orr v. InterContinental Hotels Group, PLC. Ben Barnow was appointed as one of Lead Class Counsel in this payment card data breach litigation. He successfully negotiated a class settlement providing a claim process for Class Members to seek reimbursement for certain expenses or fraudulent and unauthorized charges resulting from the data breach, subject to an aggregate cap of $1.55 million. The settlement was granted final approval.

Perdue v. Hy-Vee, Inc. Ben Barnow served as one of Co-Lead Class Counsel in this payment card data breach case. His work with other Plaintiffs' counsel was instrumental in securing a settlement that made reimbursements available to class members. In addition, the defendant committed no less than $20 million to maintaining data security enhancements.

<u>Deceptive Trade Practices and Other Consumer Protection Cases</u>

In re: 100% Grated Parmesan Cheese Marketing and Sales Practices Litigation. Ben Barnow was appointed as one of Co-Lead Counsel in this MDL relating to multiple retailers' parmesan cheese labels which advertised the products as "100% Grated Parmesan Cheese" even though the products contained substances other than parmesan cheese. Following the district court's dismissal of plaintiffs' deceptive labeling claims, Mr. Barnow and his co-counsel appealed the decision to the Seventh Circuit. The Seventh Circuit overturned the district court's order, finding that a reasonable consumer could believe that the phrase "100% Grated Parmesan Cheese" means that the product was 100% cheese. The Seventh Circuit's opinion has become one of the most important decisions in the deceptive labeling practices litigation area.

Gann v. Nissan North America, Inc. Ben Barnow served as one of Class Counsel in this case regarding defective continuously variable transmissions on 1.4 million 2013–2016 Nissan Altima vehicles. After successfully defeating Nissan's motions to dismiss the litigation in two separate courts, he negotiated a settlement providing reimbursement for out-of-pocket costs for prior transmission replacements and a warranty extension, collectively valued at over $444 million.

Warner v. Toyota Motor Sales, U.S.A., Inc. Ben Barnow served as one of Co-Lead Counsel in this litigation regarding claims of excessive frame rust to certain Toyota vehicles, yielding a recent landmark settlement estimated at $3.4 billion. Under the settlement, owners of 2005–2010 Toyota

Tacoma, 2007–2008 Toyota Tundra, and 2005–2008 Toyota Sequoia vehicles are eligible for free frame inspections for a period of twelve years from the date the vehicle was originally sold or leased, or one year from the date of the Final Order and Judgment, whichever is longer. Vehicles that exhibit excessive frame rust are eligible for a free frame replacement.

Wilson v. FCA US LLC. Appointed as one of Class Counsel, Ben Barnow led this lawsuit against FCA relating to alleged defective anti-lock braking systems in certain Ram trucks. The lawsuit resulted in a settlement that allowed for past and present vehicle owners to obtain reimbursements for rental and repair expenses for past repairs. FCA also instituted a repair during the resolution of the lawsuit. The estimated total value of the relief made available to the settlement class is in excess of $80 million.

Rafofsky v. Nissan North America, Inc. Ben Barnow served as Class Counsel in this litigation regarding the failure to timely deliver certain advertised infotainment apps on 2014 Infiniti Q50s. Class Counsel achieved a settlement in which class members could file claims for cash worth up to $85 or for vouchers to purchase of a new Infiniti vehicle worth up to $1,250.

Palace v. DaimlerChrysler Corp. Ben Barnow was one of Co-Lead Class Counsel in this litigation relating to the defendant's sale of Neons containing allegedly defective head gaskets. After several years of litigation, a settlement was granted final approval, making up to $8.25 million available to Class members for reimbursement of repair costs and other expenses.

Schulte v. Fifth Third Bank. Ben Barnow served as one of Co-Lead Settlement Class Counsel in this action relating to allegations that the defendant unlawfully re-sequenced debit card transactions in order to maximize overdraft fees. In this capacity, he negotiated a settlement with Defendant's counsel providing for the establishment of a $9.5 million settlement fund and including substantial injunctive relief, the present value of which Plaintiffs' expert estimated to be approximately$58.8 million over five years and $108.3 million over ten years. The settlement has been granted final approval.

Schwab v. America Online, Inc. (America Online Access Litigation). Ben Barnow served as Class Counsel and Co-Chair in this highly publicized litigation relating to AOL's representation that users would have unlimited access to AOL for $19.95/month and the connectivity problems that ensued in conjunction therewith. In the face of what was ultimately over one hundred class actions filed nationwide, Mr. Barnow organized over 50 law firms and set up the co-chairmanship and the Executive Committee, which brought order and resolution to this litigation. A settlement was reached and was granted final approval, resulting in a multi- million-dollar benefit to a Class estimated to include over 8 million people.

Miner v. Philip Morris USA, Inc. Ben Barnow served as one of Class Counsel in this litigation concerning Philip Morris USA, Inc.'s practice of marketing and selling its Marlboro Lights and Marlboro Ultra-Lights cigarettes as less harmful to smoke than regular cigarettes when, in fact, they were not. A settlement was reached and granted final approval, providing for Philip Morris's payment of $45 million into an escrow account for the benefit of Class members.

Boland v. McDonald's Corp. (McDonald's Sweepstakes Litigation). As Co-Lead Class Counsel in this litigation, Ben Barnow coordinated the efforts of approximately 25 plaintiffs' firms. The litigation concerned certain McDonald's promotional games and arose from the fraudulent removal of winning game pieces from random public distribution. Mr. Barnow developed and accomplished the settlement concept; to wit, for a chance lost, a chance would be given. The settlement, valued at approximately $20 million, included fifteen $1 million prizes given away by random selection. The settlement included the United States and nine other countries.

Campos v. Calumet Transload R.R., LLC. Ben Barnow served as one of Co-Lead Settlement Class Counsel in this litigation relating to the defendants' alleged negligent storage and handling of petroleum coke and coal at certain industrial storage facilities in Chicago, Illinois. Two settlements were reached which collectively provided for the payment of $1,455,000 for the benefit of Settlement Class members. The settlements were granted final approval.

Fernandez v. Vitamin Shoppe Industries, Inc. Ben Barnow served as Co-Lead Counsel in this national class action that settled, resulting in injunctive relief regarding labeling practices, and additional relief by way of discount coupons and cy pres relief to appropriate charities.

Gianopolous v. Interstate Brand Corp. and Interstate Bakeries Corp. Ben Barnow was appointed one of Class Counsel in this litigation concerning allegedly adulterated bakery goods. A settlement was reached and granted final approval, making valuable relief available to consumers.

Glenz v. RCI, LLC. Ben Barnow served as one of three Class Counsel in this litigation involving the RCI Points program and allegations of improper use of points by RCI. The settlement made available cash benefits of approximately $19 million to members of the Settlement Class and included substantial injunctive relief. Final approval of the settlement has been granted.

Heilman v. Perfection Corp. Ben Barnow served as Co-Lead Class Counsel in this national class action concerning allegedly defective dip tubes in over 14.2 million hot water tanks sold throughout the United States. In this capacity, Mr. Barnow organized twenty-three law firms and oversaw numerous filings in bringing about a national unified settlement that provided for a 100% recovery of out-of-pocket expenses and requisite repairs, including preventive replacement of all concerned dip tubes, whether or not the dip tubes had actually failed.

In Re: Chicago Flood Litigation. As Co-Lead Class Counsel and a member of the Executive Committee, Ben Barnow was responsible for several major aspects of this class action, which included years of litigation, appellate practice, trial, and a multi- million-dollar settlement. Mr. Barnow argued a related portion of the matter before the Supreme Court of the United States, *Jerome B. Grubart, Inc. v. Great Lakes Dredge & Dock Co.*, 513 U.S. 527 (1995), and was responsible for preparing the petition for a writ of certiorari and all related filings. At the Supreme Court level, opposing counsel was John Roberts, who now sits as Chief Justice of the Supreme Court of the United States.

***In Re: High Sulfur Content Gasoline Products Liability Litigation*, MDL No. 1632 ("Shell Oil").** Ben Barnow served as Co-Lead Settlement Class Counsel in this 26- case MDL proceeding relating to the defendant's alleged sale of defective gasoline. A settlement was reached and was granted final approval, resulting in approximately $100 million being made available towards the satisfaction of consumers' claims.

In Re: Mercury Class Action Litigation. Ben Barnow served as Co-Lead Class Counsel in this case relating to the location of mercury-containing gas regulators in and on real estate. A settlement was reached and granted final approval that provided for medical monitoring, removal of the regulators, and cash compensation to certain class members.

***In Re: M3Power Marketing Practices Litigation*, MDL No. 1704.** Ben Barnow was appointed Co-Lead Class Counsel in this MDL proceeding relating to the defendant's allegedly deceptive marketing and sale of M3Power shaving razors. A settlement was reached and granted final approval, making available benefits of more than $7 million to Class members.

In Re: Pilot Flying J Fuel Rebate Contract Litigation. Ben Barnow served as one of Settlement Class Counsel in this litigation involving allegations that the defendants withheld portions of fuel discounts and rebates that Class members were contractually entitled to receive in violation of the Racketeer Influenced and Corrupt Organizations Act, 18 U.S.C. §§ 1961-68 ("RICO"), and various state laws. The settlement was granted final approval.

***In Re: Starlink Corn Products Liability Litigation*, MDL No. 1403.** Ben Barnow served as Co-Lead Class Counsel in this MDL proceeding relating to the alleged inclusion of genetically engineered corn in the defendants' food products. A settlement was reached, valued at $9 million, including the return of up to $6 million to consumers on a fluid recovery/cy pres basis through price reduction on future purchases coupled with a cash payment to approved charities based on shortfall in the redemption.

In Re: United Parcel Service, Inc., Shipper Excess Value Insurance Coverage Litigation. Ben Barnow was one of Settlement Class Counsel in this litigation. A settlement was reached and granted final approval, providing relief to UPS shippers who had paid premiums for excess value insurance coverage.

Ori v. Fifth Third Bank. Ben Barnow served as one of Co-Lead Settlement Class Counsel in this action relating to inactive mortgage loans that were erroneously reported as active to Consumer Credit Reporting Agencies. The Settlement Class included approximately 55,000 individuals, and the settlement made available cash benefits of approximately $3,000,000 to members of the Settlement Class. Final approval of the settlement has been granted.

Orrick v. Sonic Communications. Ben Barnow was one of Lead Class Counsel in this matter relating to the practice known as "slamming." The private actions and actions filed on behalf of various Attorneys General were consolidated. A settlement covering all of the pending cases and providing benefits of approximately $8.3 million was achieved and granted final approval. This litigation is believed to be the first class certification and settlement relating to the practice known as "slamming."

Rosen v. Ingersoll-Rand Co., Kryptonite Corp. Ben Barnow was Co-Lead Class Counsel in this matter relating to allegedly defective bicycle locks. Mr. Barnow organized 18 U.S. and Canadian law firms and negotiated a settlement on behalf of Class members in the U.S. and Canada. The settlement was granted final approval, providing valuable relief to purchasers of the allegedly defective U-shaped tubular cylinder bicycle locks in the U. S. and Canada.

Schneider v. Dominick's Finer Foods, Inc. Ben Barnow was Co-Class Counsel in this matter relating to the defendant's alleged failure to deliver on representations of 100% ground beef. A settlement was reached and granted final approval, which included significant remedial relief in the form of shop signage regarding cleanliness and meat grinding practices, and fluid recovery mechanisms to compensate the class members by way of in-store sales and published coupons.

Schwab v. Binney & Smith. Ben Barnow served as Co-Lead Class Counsel in this case relating to crayons that were produced for decades with talc, which allegedly contained, or was subject to containing, asbestos. Mr. Barnow negotiated a national class settlement that contributed to the reformulation of most crayons produced in this country, so as to eliminate the inclusion of talc and, thus, the alleged asbestos inclusion, and the settlement was granted final approval. This represented one of the largest classes ever certified, if not the largest.

Siegel v. Syncronys. Ben Barnow was Co-Class Counsel in this nationwide class action concerning an allegedly defective computer product. The matter was settled, resulting in a remedy for the Class that provided for a 100% reimbursement on moneys spent for the product; the value of the settlement was estimated at $22 million.

Smith v. J.M. Smucker Co. Ben Barnow was Class Counsel in this litigation relating to allegedly deceptive advertising practices. Mr. Barnow negotiated a national settlement and organized a group of plaintiffs' counsel from over 25 firms throughout the country who supported the settlement. The settlement was granted final approval, making available valuable relief to consumers of spreadable fruit products labeled "Simply 100% Fruit," including a change of labeling practices by the defendant, which added and maintained the following language, in prominent fashion, on the front label of its Simply 100% Fruit products: "Sweetened with fruit syrup from apple, pineapple or pear juice concentrate," thus fairly and fully advising consumers of the product they were purchasing.

Stelk v. BeMusic, Inc. Ben Barnow served as Co-Lead Class Counsel in this litigation relating to charges for shipping and handling in the context of a "free" offer. The Class included an estimated 16 million members. A settlement was reached and granted final approval providing substantial relief to Class members, including a guaranteed minimum of $8 million.

Antitrust Cases

Wisconsin Civil Microsoft Antitrust Litigation. Ben Barnow served as one of Co- Lead Class Counsel in this indirect purchaser antitrust lawsuit. Mr. Barnow and his co-counsel successfully petitioned the Wisconsin Supreme Court to recognize the rights of indirect purchasers to recover under Wisconsin's antitrust laws. Olstad v. Microsoft Corp., 700 N.W.2d 139 (Wis. 2005). Subsequently thereto, Mr. Barnow negotiated a settlement valued at approximately $224 million that was granted final approval.

Arkansas, Kansas, South Dakota Civil Microsoft Antitrust Litigations. Ben Barnow served as a Co-Lead Class Counsel in the Arkansas, Kansas, and South Dakota Microsoft civil antitrust cases. Each of these cases settled, and the settlements were granted final approval.

***Microsoft Civil Antitrust Litigation*, MDL No. 1332.** Ben Barnow served as a member of the nine-member Plaintiffs' Lead Counsel Committee in this MDL antitrust proceeding before Judge Motz in the United States District Court for the District of Maryland.

Fond Du Lac Bumper Exchange, Inc. v. Jui Li Enterprise Co., Ltd. Ben Barnow served as a Co-Lead Counsel for third-party payor plaintiffs in this antitrust action where settlements were reached and finally approved collectively providing for the payment of $9,850,000 for the benefit of the Settlement Class.

Loeb Industries, Inc. v. Sumitomo Corp. Ben Barnow served as Co-Lead Counsel in this nationwide antitrust class action, which sought recovery on behalf of scrap copper purchasers who were allegedly harmed by activities designed to manipulate the copper market. A $20 million cash settlement with one of the defendants (Merrill Lynch) was reached.

Vichreva v. Cabot Corp. Ben Barnow served as Co-Lead Counsel in this Florida antitrust litigation. An $825,500 common fund, which is believed to be the largest per-consumer Carbon Black state court antitrust class action settlement in the country, was obtained.

<u>Public Speaking Engagements</u>

1. HarrisMartin's Equifax Data Breach Litigation Conference (Atlanta, GA, Nov. 10, 2017), topic: "Settlements" (Program Co-Chair)

2. Bridgeport Continuing Education's 2016 Class Action Litigation & Management Conference (Los Angeles, CA, Apr. 15, 2016) (Program Co- Chair)

3. HarrisMartin's Data Breach Litigation Conference: The Coming of Age (San Diego, CA, Mar. 25, 2015), topic: "Creative Approaches to Settling Data Breach Cases."

4. Bridgeport Continuing Education's 2014 National Consumer Class Action Conference (Chicago, IL, Jun. 12-13, 2014); topic: "Privacy/TCPA Class Actions: State of the Law, Claims and Defenses, What Does the Future Hold?"

5. HarrisMartin's MDL Conference: Target Data Security Breach Litigation (San Diego, CA, Mar. 26, 2014); topic: "Settlement of a Data Breach Case."

6. NetDiligence Cyber Risk & Privacy Liability Forum (Marina del Rey, CA, Oct. 11–12, 2012).

7. 25th Annual Producer Conference (Stowe, VT, Sept. 10–12, 2012); topic: "Cyber 2.0—The Evolution of Cyber in the Boardroom."

8. NetDiligence 2012 Cyber Risk & Privacy Liability Forum (Philadelphia, PA, June 4–5, 2012); topic: "State of the Cyber Nation—Cases, Theories, and Damages."

9. Tulane University Law School's symposium on The Problem of Multidistrict Litigation (February 15–16, 2008); topic: "The Practicalities of Multidistrict Litigation."

ANTHONY L. PARKHILL

BARNOW AND ASSOCIATES

a professional corporation

ATTORNEYS AT LAW

Since joining Barnow and Associates, P.C. in 2016, Anthony L. Parkhill has prosecuted some of the nation's largest consumer fraud, automotive defect, and privacy class action matters. In 2024, Mr. Parkhill was promoted to partner at Barnow and Associates, P.C.

Mr. Parkhill received his Juris Doctor from the University of Chicago Law School in 2014. He is licensed to practice in the State of Illinois. He is also admitted to practice before the United States Courts of Appeals for the Second Circuit, the United States Courts of Appeals for the Seventh Circuit, the United States District Court for the Northern District of Illinois, the United States District Court for the Central District of Illinois, the United States District Court for the District of Colorado, the United States District Court for the Eastern District of Michigan, and the United States District Court for the Western District of Michigan. He is a member of the Illinois State Bar Association.

Mr. Parkhill has served in leadership roles in multiple class action lawsuits, including the following: *Cochran v. Kroger Co.*, No. 5:21-cv-01887 (N.D. Cal.) (appointed as one of Class Counsel in this data breach class action against Kroger and helped negotiate a settlement making \$5 million in benefits available to the class); *Wilson v. FCA US LLC*, No. 4:22-cv-00447 (E.D. Tex.) (in a class action regarding alleged defective anti-lock braking systems in certain Ram trucks, he served as one of settlement class counsel and helped reach a settlement making available benefits valued at over \$80 million); *Lowery v. Egyptian Public and Mental Health Department*, No. 2024LA10 (Cir. Ct. of Saline County, IL) (served as one of Settlement Class Counsel in this data breach class action that resulted in a settlement fund of \$765,000 for approximately 116,653 class members); *Briscoe v. First Financial Credit Union*, No. D-202-CV-2022-02974 (2nd Dist. Ct. of New Mexico) (as one of Settlement Class Counsel, helped craft a \$1,600,000 settlement fund for approximately 229,748 Settlement Class Members); *Lukens v. Utah Imaging Associates, Inc.*, No. 210906618 (Salt Lake Cnty, Utah), (served as one of settlement class counsel and helped establish a settlement fund of \$2,100,000 for approximately 583,642 class members); *Kesner v. UMass Memorial Health Care, Inc.*, No. 2185 CV 01210 (Mass. Super. Ct. – Worcester) (served as one of class counsel and aided in creating a settlement fund of \$1,200,000 for a class of approximately 209,000 class members); *Easter v. Sound Generations*, No. 21-2-16953-4 SEA (Sup. Ct., King County, WA) (appointed as one of settlement class counsel and helped achieve a settlement that allowed for claims of cash payments, credit monitoring, and reimbursements for expenses and lost time dealing with the data incident for approximately 600,605 persons); *LaFratta v. Medical Healthcare Solutions, Inc.*, No. 2277CV00106 (Super. Ct. Essex Cnty., Mass.) (appointed as one of settlement class counsel and helped achieve a settlement that created a \$727,266.00 fund for a class of approximately 133,997 persons); *Kostka v. Dickey's Barbecue Restaurants, Inc.*, No. 3:20-cv-3424 (N.D. Tex.) (appointed as one of Additional Class Counsel in this payment card data breach that affected approximately 725,000 of Dickey's customers and helped create a settlement creating a common fund of \$2,350,000); *McCullough v. True Health*

New Mexico, Inc., No. D-202-CV-2021-06816 (2nd Dist. Ct. of New Mexico) (appointed as one of settlement class counsel and helped negotiate a settlement that allows class members to claim reimbursements for lost time and expenses that arose as a result of the data breach and obtain two years of credit monitoring and insurance services); *Lozano v. CodeMetro, Inc.*, No. 37-2020-00022701 (Super. Ct. San Diego, Cal.) (serving as one of settlement class counsel in this data breach class action and helped achieve a settlement making benefits of $850,000 available to the class of approximately 98,700 persons); *Rafofsky v. Nissan North America, Inc.* (C.D. Cal.) (appointed as one of class counsel where a class settlement was granted final approval).

Mr. Parkhill has played an active role in litigating the following class action matters that successfully settled: *Gann v. Nissan North America, Inc.* (M.D. Tenn.) (settlement reached in case regarding defective transmissions providing reimbursement for out-of-pocket costs for prior transmission replacements and a warranty extension, collectively valued at over $444 million); *Warner v. Toyota Motor Sales, U.S.A., Inc.* (C.D. Cal.) (settlement reached regarding allegations of excessive frame rust to certain vehicles providing benefits valued at in excess of $3.4 billion to Settlement Class members); *In re Fortra File Transfer Software Data Security Breach Litigation* (S.D. Fla.) (settlement creating a $20 million non-reversionary common fund in this hub-and-spoke data breach); *In re Retina Group of Washington Data Security Incident Litigation* (D. Md.) (settlement reached that made available a non-reversionary common fund of $3,600,00 for approximately 450,000 settlement class members); *In re Saint Xavier University Data Breach Litigation* (Cir. Ct. of Cook Cnty., IL) (settlement for a class of 201,561 class members reached creating a fund of $1,750,000); *In re: Morris Hospital Data Breach Litigation* (Cir. Ct. of Grundy Cnty., IL) (settlement reached making available a non-reversionary common fund of $1,361,571.77 for a Settlement Class of approximately 248,943 persons); *Holden, et al. v. Guardian Analytics, Inc., et al.* (D.N.J.) (settlement creating a non-reversionary settlement fund of $1,430,207.50 for approximately 197,270 class members); *Mikulecky, et al. v. Lutheran Social Services of Illinois* (Cook Cty. Circ. Ct., Illinois) (settlement establishing a non-reversionary settlement fund of $1,350,000 for a class of approximately 144,719 persons); *Hestrup, et al. v. DuPage Medical Group, Ltd.* (DuPage Cty. Circ. Ct., Illinois) (settlement establishing a common fund of $3 million relating to a medical data breach); *In re BJC Healthcare Data Breach Litig.* (St. Louis Circ. Ct., Missouri) (settlement allowing a class of over 280,000 persons to claim reimbursements for certain expenses that arose as a result of a medical data breach); *Winstead v. ComplyRight, Inc.* (N.D. Ill.) (settlement reached relating to a data breach providing a $3.025 million fund to approximately 665,000 class members); *Perdue v. Hy-Vee, Inc.* (C.D. Ill.) (settlement reached relating to a payment card data breach, allowing for class members to receive reimbursements for damages resulting from the breach); *Orr v. InterContinental Hotels Group, PLC* (N.D. Ga.) (settlement reached in payment card breach case providing reimbursement for certain expenses subject to an aggregate cap of $1.55 million); *Fond Du Lac Bumper Exchange, Inc. v. Jui Li Enterprise Co., Ltd.* (E.D. Wis.) (settlements reached with four of six defendants in this ongoing international antitrust action providing for the payment of $9,850,000); *Campos v. Calumet Transload R.R., LLC* (N.D. Ill.) (settlements reached providing for payment of $1,455,000 for the benefit of the Settlement Class in action relating to the alleged negligent storage and handling of petroleum coke and coal at certain industrial storage facilities); *In re Zappos Security Breach Litigation* (D. Nev.) (settlement providing class with benefits in excess of $5 million); and *Cullan and Cullan LLC v. m-Qube, Inc.*, (D. Neb.) (making over $1 million available to victims of cell phone cramming).

Riley W. Prince

Barnow and Associates

a professional corporation

Attorneys at Law

Riley W. Prince graduated from the University of Michigan-Ann Arbor in 2017 with Bachelor's degrees in Political Science and Spanish. He received his Juris Doctor from the Chicago-Kent College of Law in 2021. Mr. Prince has been a part of Barnow and Associates, P.C. since January of 2020, working as a clerk with the firm while in law school. Mr. Prince is licensed to practice in the State of Illinois and is admitted to practice before the United States District Court for the Northern District of Illinois, the United States District Court for the Central District of Illinois, and the United States District Court for the Eastern District of Michigan.

Mr. Prince has played a significant role in many data breach class actions that have resulted in finally approved settlements. *See In re Retina Group of Washington Data Security Incident Litigation*, No. 8:24-cv-0004 (D. Md.) (medical data breach class action wherein a settlement was reached that made available a non-reversionary common fund of $3,600,00 for approximately 450,000 settlement class members); *In re Saint Xavier University Data Breach Litigation*, No. 2024CH09951 (Cir. Ct. of Cook Cnty., IL) (data breach class action that resulted in a settlement for a class of 201,561 class members and created a non-reversionary fund of $1,750,000); *In re: Morris Hospital Data Breach Litigation*, No. 2023LA32 (Cir. Ct. of Grundy Cnty., IL) (settlement reached in this medical data breach class action making available a non-reversionary common fund of $1,361,571.77 for a Settlement Class of approximately 248,943 persons); *Wilson v. FCA US LLC*, No. 4:22-cv-00447 (E.D. Tex.) (consumer class action regarding alleged defective anti-lock braking systems in certain Ram trucks which resulted in a settlement making available benefits valued at over $80 million); *Hestrup, et al. v. DuPage Medical Center, Ltd.*, No. 2021L937 (DuPage Cty. Circ., Illinois) (a medical data breach class action that resulted in a settlement establishing a $3 million fund for approximately 655,000 class members); *Mikulecky, et al. v. Lutheran Social Services of Illinois*, No. 2023CH00895 (Cook Cty. Circ. Ct., Illinois) (data breach class action that resulted in a settlement establishing a non-reversionary settlement fund of $1,350,000 for a class of approximately 144,719 persons); *Lukens v. Utah Imaging Associates, Inc.*, No. 210906618 (Salt Lake Cnty, Utah) (medical data breach where a settlement fund of $2,100,000 for approximately 583,642 class members was created); *Kesner v. UMass Memorial Health Care, Inc.*, No. 2185 CV 01210 (Mass. Super. Ct. – Worcester) (a medical data breach class action where a settlement fund of $1,200,000 for a class of approximately 209,000 class members was established); *Easter v. Sound Generations*, No. 21-2-16953-4 SEA (Sup. Ct., King County, WA) (a medical data breach class action that allowed for claims of cash payments, credit monitoring, and reimbursements for expenses and lost time dealing with the data incident for approximately 600,605 persons); *McCullough v. True Health New Mexico, Inc.*, No. D-202-CV-2021-06816 (2nd Dist. Ct. of New Mexico) (a medical data breach class action where a settlement was reached that allows class members to claim reimbursements for lost time and expenses that arose as a result of the data breach and obtain two years of credit monitoring and insurance services); *Briscoe v. First Financial Credit Union*, No. D-202-CV-2022-02974 (2nd Dist. Ct. of New Mexico) (data breach class action relating to a data breach that affected approximately

229,748 persons and resulted in a $1,600,000 settlement fund); *Holden, et al. v. Guardian Analytics, Inc., et al.*, No. 2:23-cv-02115 (D.N.J.) (data breach class action that resulted in a settlement creating a non-reversionary settlement fund of $1,430,207.50 for approximately 197,270 class members); *LaFratta v. Medical Healthcare Solutions, Inc.*, No. 2277CV00106 (Super. Ct. Essex Cnty., Mass.) (a medical data breach class action that affected the personal information of approximately 133,997 persons and resulted in a settlement that created a $727,266.00 fund).

NICHOLAS W. BLUE

BARNOW AND ASSOCIATES

a professional corporation

ATTORNEYS AT LAW

Nicholas W. Blue is an associate at Barnow and Associates, P.C. Mr. Blue attended the University of Missouri, earning degrees in Anthropology and Political Science and graduating with Honors in 2019. He was a member of Phi Beta Kappa and a Fellow at the Kinder Institute on Constitutional Democracy. He received his Juris Doctor from Washington University School of Law in 2022. Mr. Blue is admitted to practice in the State of Illinois and the United States District Court for the Northern District of Illinois. Mr. Blue's practice focuses on complex class action litigation, data breach and privacy litigation, and consumer protection cases.

Mr. Blue has played an active role in several data breach class actions that have reached successful resolutions. *See In re Retina Group of Washington Data Security Incident Litigation*, No. 8:24-cv-0004 (D. Md.) (medical data breach class action wherein a settlement was reached that made available a non-reversionary common fund of $3,600,00 for approximately 450,000 settlement class members); *In re Saint Xavier University Data Breach Litigation*, No. 2024CH09951 (Cir. Ct. of Cook Cnty., IL) (data breach class action that resulted in a settlement for a class of 201,561 class members and created a non-reversionary fund of $1,750,000); *In re: Morris Hospital Data Breach Litigation*, No. 2023LA32 (Cir. Ct. of Grundy Cnty., IL) (settlement reached in this medical data breach class action making available a non-reversionary common fund of $1,361,571.77 for a Settlement Class of approximately 248,943 persons); *Wilson v. FCA US LLC*, No. 4:22-cv-00447 (E.D. Tex.) (consumer class action regarding alleged defective anti-lock braking systems in certain Ram trucks which resulted in a settlement making available benefits valued at over $80 million); *Mikulecky, et al. v. Lutheran Social Services of Illinois*, No. 2023CH00895 (Cook Cty. Circ. Ct., Illinois) (data breach class action that resulted in a settlement establishing a non-reversionary settlement fund of $1,350,000 for a class of approximately 144,719 persons); *Briscoe v. First Financial Credit Union*, No. D-202-CV-2022-02974 (2nd Dist. Ct. of New Mexico) (data breach class action relating to a data breach that affected approximately 229,748 persons and resulted in a $1,600,000 settlement fund); *Holden, et al. v. Guardian Analytics, Inc., et al.*, No. 2:23-cv-02115 (D.N.J.) (data breach class action that resulted in a settlement creating a non-reversionary settlement fund of $1,430,207.50 for approximately 197,270 class members); *LaFratta v. Medical Healthcare Solutions, Inc.*, No. 2277CV00106 (Super. Ct. Essex Cnty., Mass.) (a medical data breach class action that affected the personal information of approximately 133,997 persons and resulted in a settlement that created a $727,266.00 fund).

Exhibit 2

CAUSE NO. 111219-D-CV

DENELI SHARBER, SHANNA BYERS, LYLE SCHAFER, and JENNIFER HART, individually and on behalf of all others similarly situated,	§	**IN THE DISTRICT COURT OF**
Plaintiffs,	§	
v.	§	**POTTER COUNTY, TEXAS**
FMC SERVICES, LLC d/b/a FAMILY MEDICINE CENTERS,	§	
Defendant.	§	**320th JUDICIAL DISTRICT**

DECLARATION OF GARY E. MASON IN SUPPORT OF PLAINTIFFS' MOTION FOR ATTORNEYS' FEES, EXPENSES, COSTS, AND SERVICE AWARDS

I, Gary E. Mason, hereby declare as follows:

1. I am an attorney admitted to practice law in the New York, the District of Columbia, and Maryland, and I have been admitted pro hac vice to practice before the Court in this case. I am a partner at Mason & Perry LLP ("Mason & Perry"), and one of Class Counsel in this litigation. I have personal knowledge of the matters stated in this declaration except those stated on information and belief, and as to those, I believe them to be true. If called upon, I could and would competently testify to them. This declaration is submitted in support of Plaintiffs' Motion for Attorneys' Fees, Costs, Expenses, and Service Awards.

BACKGROUND AND SETTLEMENT NEGOTIATIONS

2. Prior to commencing this litigation, Mason & Perry diligently investigated potential legal claims (and potential defenses thereto) arising from FMC's alleged failure to implement adequate and reasonable data security procedures and protocols necessary to protect personally identifiable information ("PII") and personal health information ("PHI" and together with PII, "Personal Information").

3. Mason & Perry researched and analyzed reports, articles, and publicly available information surrounding the Data Incident, including FMC's corporate structure and potential co-defendants. Mason & Perry and our co-counsel at Barnow and Associates interviewed and vetted victims and potential class members inquiring about the Data Incident.

4. In all phases of the litigation, Mason & Perry stayed abreast of material developments involving the Data Incident and kept current an extant understanding of the legal issues underlying Plaintiffs' claims.

5. Mason & Perry advocated zealously on behalf of Settlement Class Members during the Settlement negotiation process. The Parties began to engage in extensive arm's length negotiations concerning a possible settlement of this matter in mid-2024. After extensive pre-mediation negotiations and discussions, on September 12, 2024, the Parties participated in a full-day mediation with Mediator John DeGroote of DeGroote Partners.

6. In advance of formal mediation, the Parties discussed their respective positions on the merits of the claims and class certification and provided detailed information to the mediator on the relevant facts and law. The September 12, 2024, mediation session was informed and hard-fought. Class Counsel and counsel for FMC aggressively advocated for their respective positions and views during the mediation session. The Parties were unable to reach a resolution at the mediation.

7. In late 2025, and prior to the hearing on Plaintiffs' Motion for Class Certification, the Parties agreed to resume mediation with John DeGroote and scheduled a remote mediation for January 7, 2026. After a full day of arm's length negotiations, and additional negotiations thereafter, the Parties agreed to the material terms of this class-wide Settlement. During the months that followed, the Parties exchanged drafts of the Settlement Agreement and its exhibits, and

negotiated the remaining finer details of the Settlement. These negotiations continued to be contested and involved detailed discussions regarding many provisions of the Settlement Agreement, related documents, and the plan for Class Notice.

8. Class Counsel solicited bids from several third-party administrators before the Parties agreed to appoint EAG Gulf Coast, LLC as Settlement Administrator.

9. Class Counsel crafted, negotiated, and refined the final Notice Program and each document comprising the notice, with the assistance of a class action notice expert, to ensure that the information disseminated to Settlement Class Members is clear and concise.

10. The information gathered from an investigation and research into the facts and potential legal claims enabled Mason & Perry to assess the strengths and weaknesses of this case, analyze potential damages models that could be utilized at trial, and informed the decision to engage in negotiation with FMC's Counsel about attending mediation and later settling the matter.

11. Mason & Perry's diligence in preparing for mediation, including obtaining information necessary to analyze claims and defenses, allowed Mason & Perry to negotiate a robust relief package and valuable outcome for the Settlement Class, and to determine a fair and efficient structure and distribution plan.

12. At all times during settlement discussions, the negotiations were at arm's length. Furthermore, it was always Class Counsel's primary goal to achieve the maximum substantive relief possible for Settlement Class Members.

13. In negotiating the amounts to be paid under the Settlement, Class Counsel relied upon published reports documenting data breach and identity theft costs, information uncovered in discovery, their own experience in other data breach litigation, and reported settlements in other data breach class actions.

AFTER PRELIMINARY APPROVAL

14. After the Court preliminarily approved the settlement, Mason & Perry continued to work with the Settlement Administrator to supervise preparation and dissemination of Notice to Settlement Class Members.

15. These efforts included review and drafting of the language and format of the Settlement Website, the script for the automated response to the toll-free number, the language and format of the Notice forms, monitoring for exclusion requests and objections, and ensuring prompt response to Settlement Class Member inquiries (whether by phone or e-mail) regarding the Settlement.

16. Class Counsel and their firms expect to continue to expend time communicating with Settlement Class Members and seeking final approval of the Settlement.

MY FIRM'S EFFORTS ON BEHALF OF THE CLASS

17. Mason & Perry has been diligent in and committed to investigating claims on behalf of the Class. Prior to commencing this litigation, Mason & Perry diligently investigated potential legal claims (and potential defenses thereto) arising from FMC's alleged failure to implement adequate and reasonable data security procedures and protocols necessary to protect Personal Information.

18. Mason & Perry has performed the following work on behalf of Plaintiffs and Settlement Class Members, among other things:

- Investigated the circumstances surrounding the Data Incident;
- Stayed abreast of and analyzed reports, articles, and other public materials discussing the Data Incident and describing FMC's challenged conduct;
- Reviewed public statements from FMC concerning the Data Incident, including the contents of the breach notification letter sent to impacted Settlement Class Members;

- Researched FMC's corporate structure and potential co-defendants;
- Drafted and filed an initial petition against FMC, and served that petition on FMC;
- Drafted, filed, and prevailed on an opposition to FMC's motion for summary judgment;
- Drafted and responded to written interrogatories and requests for production;
- Deposed FMC's CEO, CFO, an employee, its designated expert, and the President of FMC's IT vendor;
- Drafted and filed a motion for class certification of a class of "all persons whose personally identifiable information or personal health information was compromised in the Data Breach by unauthorized persons, including all persons who were sent notice of the Data Breach" and appointment of Class Representatives and Class Counsel;
- Analyzed information provided by FMC in pre-mediation discovery; and
- Engaged in two full-day mediations before Mediator John DeGroote of DeGroote Partners and continued to engage in arm's-length negotiations through telephone conferences and e-mails, exchanging draft term sheets until the Parties—represented by experienced counsel who had a comprehensive understanding of the strengths and weaknesses of each party's claims and defenses—were able to reach an agreement in principle for the Settlement.

19. Mason & Perry has committed appropriate and substantial time and resources to organizing and working collaboratively toward the advancement of the litigation, and will continue to do so. As a result of these efforts, Mason & Perry developed a clear understanding of the strengths and weaknesses of the claims and defenses in this case and they were well-prepared to evaluate the fairness, reasonableness, and adequacy of the Settlement.

20. Mason & Perry will continue to work cooperatively, coordinate, and meet and confer with Defendant's counsel and Co-Lead Counsel in this litigation through final settlement approval.

21. FMC adamantly denied liability and maintains that it has numerous meritorious defenses to the claims asserted in this Litigation.

22. Class Counsel's efficient work allows Settlement Class Members to seek compensation for out-of-pocket expenses incurred as a result of the Data Incident immediately. At the same time, the Settlement allows Settlement Class Members to take advantage of Credit Monitoring Services and other similar services, which will help mitigate future harms.

MASON & PERRY'S EXPERIENCE

23. At all times, Mason & Perry had the experience, expertise, and resources to effectively litigate any and all issues related to this litigation.

24. I am recognized as a leader of the plaintiffs' class action bar, and have been prosecuting privacy cases since the early 2000's when I was the first attorney in legal history to successfully settle a privacy case on a class-wide basis against Google, serving as the court-appointed lead counsel. *In re Google Buzz Priv. Litig*., No. 10-cv00672-JW (N.D. Cal.). This litigation resolved with a $10 million settlement fund for the class. As co-lead counsel, I achieved a substantial settlement with the Department of Veterans Affairs (the "VA") after the District Court for the District of Columbia rendered a seminal opinion on the federal Privacy Act, in which plaintiffs alleged that the VA permitted unauthorized parties to acquire the PII of 28.5 million military veterans and active duty personal. *In re Dep't of Veterans Affs. (VA) Data Theft Litig*., No. 1:06-mc-00506-JR, MDL No. 1796 (D.D.C.). I also served as liaison counsel in a data breach case filed against the Office of Personnel Management. *In re U.S. Off. of Pers. Mgmt. Data Sec. Breach Litig*., 266 F. Supp. 3d 1 (D.D.C. 2017) (final approval of a $63 million settlement fund granted in October 2022). In the last few years my firm has lead litigation in dozens of data breach cases, resulting in significant settlements for millions of class members. A copy of my firm's resume is attached hereto as Exhibit A.

TIME AND EXPENSES

25. My firm has dedicated a significant amount of time and labor to this case.

26. All of the services performed by our firm were undertaken on a contingent fee basis, and we have not been compensated for any of this work to date. Mason & Perry's rates are reasonable and have been approved by courts. Our firm's hourly rates are the current usual and customary rates set by my firm for each individual and used in all current litigation matters, as periodically adjusted according to market rates. *See, e.g., Pannozzi et al. v. Deloitte Consulting LLP*, No. 1:24-cv-00524-MRD-AEM (D.R.I. Jan. 29, 2026, Doc. 37); *Brim et al. v. Prestige Care Inc.,* (W.D. Wash. April, 21, 2025, Doc. 37); *Jolla et al. v. Acadia Health, LLC d/b/a Just Kids Dental,* Case No. 3:23-cv-01370-SDD-EWD (M.D. La. June 23, 2025, Doc. 81); *Toussaint et al. v. HanesBrands, Inc.,* Case No. 1:22-cv-00879 (M.D.N.C. June 23, 2025, Doc. 57); *In re Onix Group Data Breach Litigation*, Case No. 23-2288-KSM (E.D. Pa. Dec. 13, 2024, Doc. 57); *In re: Deva Concepts Products Liability Action*, Case No. 1:20-cv-01234-GHW (S.D.N.Y. Jan. 3, 2022, Doc. 129). The rates reflect what would be charged to a fee-paying client in the private legal marketplace for complex litigation. The rates are also in line with the rates charged by other firms that handle complex cases and class actions.

27. The work performed thus far required the efforts of various attorneys at Mason & Perry LLP. As of July 30, 2026, my firm has expended 319.5 hours pursuing this matter on behalf of the Settlement Class.

28. My firm's total lodestar as of July 30, 2026, is $238,915.00. A summary of rates and hours expended are as follows:

Name	**Position**	**Rate**	**Total Hours**	**Total Lodestar**
Gary E. Mason	Partner	$1,300.00	36.7	$47,710.00

Danielle L. Perry	Partner	$900.00	42.0	$37,800.00
Lisa A. White	Senior Attorney	$925.00	70.9	$65,582.50
Ra O. Amen	Associate Attorney	$750.00	33.3	$24,975.00
Reuben A. Aguirre	Associate Attorney	$700.00	10.5	$7,350.00
Salena J. Chowdhury	Associate Attorney	$500.00	69.7	$34,850.00
Taylor Heath	Paralegal	$395.00	25.7	$10,151.50
Jenni Suhr	Paralegal	$365.00	27.4	$10,001.00
Carol Corneilse	Client Specialist	$150.00	1.0	$150.00
Catherine Sanders	Client Specialist	$150.00	2.3	$345.00
Firm TOTAL			**319.5**	**$238,915.00**

29. In my opinion, this time was reasonable and necessary for the prosecution of this action and my firm took meaningful steps to ensure the efficiency of its work.

30. In connection with the action, Mason & Perry also advanced costs and expenses. Because our firm handled this action on a contingent basis, we have not received reimbursement for any of these costs and expenses.

31. As of the date of this Declaration, Mason & Perry has incurred $9,223.57 in costs and expenses in connection with this action. Below is a table categorizing these expenses.

Category	**Amount**
Filing Fees	$757.96
Discovery	$3,929.40
Travel	$2,282.86
Research	$3.35
Mediation	$2,250.00
Expenses TOTAL	**$9,223.57**

32. The amount of expenses stated above does not include internal and other additional costs that my firm incurred in this litigation but, in an exercise of discretion, do not seek to recover.

33. Based on my experience prosecuting this action and overseeing the conduct of the litigation, all of these expenses were reasonable and incurred in connection with the action.

Class Representatives' Role

34. The Class Representatives, Deneli Sharber, Shanna Byers, Lyle Schafer, and Jennifer Hart, have played an active and important role in this litigation since its inception. Barnow and Associates has been in contact with the Class Representatives throughout the litigation, including settlement negotiations. The Class Representatives' actions, including sitting for a deposition, participating in discovery, communicating with Class Counsel, reviewing and approving documents, approving the terms of the Settlement, and acting on behalf of the Class's interests, were integral to the success of this litigation.

I declare under penalty of perjury that the foregoing is true and correct. Executed this 31st day of July, 2026, at Washington, D.C.

/s/ Gary E. Mason
Gary E. Mason

Exhibit A

MASON & PERRY

ATTORNEYS AT LAW

Mason & Perry LLP ("M&P") is dedicated to representing plaintiffs in class actions, mass torts and individual cases in courts throughout the United States

Our attorneys have a long history of obtaining major verdicts and settlements. We frequently lead, co-lead, or perform other leadership roles in class actions of national significance. Examples include the Office of Personnel Management (OPM) data breach litigation (in which one of our attorneys was appointed Liaison Counsel) and the Entran II product liability litigation (in which one of our attorneys served as Co-Lead Counsel and successfully resolved the case for $330 million).

THE FIRM'S PRINCIPAL LAWYERS

Gary E. Mason
Founding Partner

Gary graduated magna cum laude, Phi Beta Kappa, from Brown University and Duke University Law School, where he was an editor of *Law and Contemporary Problems*. He then served as a law clerk for the Honorable Andrew J. Kleinfeld of the U.S. District Court for the District of Alaska. Gary was previously an Associate at Skadden Arps and a Partner at Cohen Milstein where he was the first Co-Chair of its Consumer Protection Practice Group. He is licensed to practice in the District of Columbia, State of Maryland, State of New York, and in numerous federal district courts across the country as well as the Second, Fourth, Fifth, Sixth, Seventh, Ninth and Federal Circuit Courts of Appeals, the U.S. Court of Federal Claims and the United States Supreme Court.

Gary is a nationally recognized leader of the class action bar. Focusing on consumer class actions and mass torts, Gary has recovered more than $1.5 billion in the 29 years he has represented plaintiffs. With his broad experience, Gary is nationally known for representing consumers in class actions involving a wide range of defective products, including Chinese drywall, fire retardant plywood, polybutylene pipe, high-temperature plastic venting, hardboard siding, pharmaceutical products, consumer electronics and automobiles. He also is recognized for his successful representation of persons injured by negligently discharged pollutants (e.g., *In re The Exxon Valdez*) and victims of wage theft. He has represented more than 2,000 Customs and Border Patrol Agents in a FLSA litigation against the federal government, more than 1,500 women injured by use of a defective tampon product, thousands of owners of animals injured by contaminated dog food, and over 23 million individuals whose personal data was compromised by the U.S. Office of Personnel Management data breach.

Gary was an early advocate for victims of security breaches and privacy violations, starting with the first settlement arising from a Google data breach (*In re Google Buzz*), the Department of Veterans Affairs stolen laptop case, and continuing in data breach cases to-date. Mr. Mason recently served as Liaison Counsel in a data breach case filed against the Office of Personnel Management. *In re U.S. Off. of Pers. Mgmt. Data Sec. Breach Litig.*, 266 F. Supp. 3d 1 (D.D.C. 2017) (final approval of a $63 million settlement fund granted Oct. 26, 2022). He recently served as Co-Lead Counsel for the *Farley v. Eye Care Leaders* data breach matter related to the breach of over three million individuals' data, which was granted final approval on June 27, 2024, in the Middle District of North Carolina, No. 1:22-cv-00468, as well as Co-Lead Counsel in *Brim v. Prestige Care, Inc.*, No. 3:24-cv-05133 (W.D. Wash. Apr. 21, 2025), *Hodge v. AHS Med. Holdings LLC*, No. 3:23-cv-01308 (M.D. Tenn. Aug. 1, 2025), *In re Maryville Data Breach Litig.*, No. GLO-L-000255-24 (N.J. Super. Ct. Gloucester Cnty. Aug. 29, 2025), and *In re Planet Home Lending, LLC Data Breach*, No. 3:24-cv-00127 (D. Conn. Nov. 18, 2024). He currently serves as Co-Lead Counsel for the following pending cases: *Ayerdi v. Zeta Global Holdings Corp.*, No. 1:25-cv-05780 (S.D.N.Y.) (appointed Oct. 14, 2025); *Brooks v. Tri-Century Eyecare, P.C. d/b/a Tri-Century Eyecare*, No. 2025-07179 (Pa. C.P. Bucks Cnty.) (appointed Dec. 15, 2025); *Fazenbaker v. Cmty. Health Care, Inc.*, No. 1:24-cv-11170 (D.N.J.) (appointed Apr. 29, 2024); *In re Pacific Seafood Data Sec. Litig*., No 3:25-cv-01921 (D. Ore.) (appointed Nov. 24, 2025); *In re Tift Reg'l Health Sys., Inc. Data Breach Litig.*, No. 2023CV0313 (Ga. Super. Ct. Tift Cnty.) (appointed Dec. 8, 2023); *Neff v. MCBS, LLC*, No. 1:25-cv-00235 (S.D. Ga.) (appointed Dec. 15, 2025); *Sharber v. FMC Servs., LLC*, No. 111219-D-CV (Tex. 320th Jud. Dist. Ct. Potter Cnty.) (appointed Nov. 16, 2022); and *Stinson v. Yum! Brands, Inc.*, No. 3:23-cv-00183 (W.D. Ky.) (appointed June 6, 2024).

Gary has served in leadership positions in many consumer class actions in state and federal courts nationwide as well as in MDLs. Gary writes and speaks frequently on topics related to class action litigation. He was the 2012–2013 Co-Chair of the Class Action Litigation Group for the American Association for Justice and presently serves as the Chairman of its Rule 23 Task Group. He has repeatedly been named a Washington, DC Super Lawyer for Class Actions.

Gary lives in Bethesda, Maryland.

Danielle L. Perry
Partner

Danielle L. Perry is a partner at M&P, and offers nearly a decade of class action litigation experience to the benefit of her clients. Graduating from the University of California, Berkeley in 2010 and from Loyola Law School, Los Angeles in 2013, Ms. Perry is licensed to practice in the State of California, District of Columbia, and in numerous federal district courts across the country as well as the U.S. Court of Federal Claims, and the Fifth, Seventh, and Federal Circuit Courts of Appeals. While Ms. Perry originally focused her career on employment law class actions, after her first few years of practice she expanded her experience and resume to cover numerous data breach and consumer class actions as well. Ms. Perry, either as an individual or as a member of her firm, has been named Class Counsel or appointed to leadership positions in numerous data breach class actions including: *Alexander v. Salud Fam. Health, Inc.*, No. 2023CV030580 (Colo. 19th Dist. Ct. Weld Cnty. Nov. 13, 2023) (Co-Lead Counsel); *Alexander v. Summit Pathology Lab'ys, Inc.*, No. 1:24-cv-02939 (D. Colo.) (Co-Lead Counsel); *Andersen v. Oak View Grp., LLC*, No. 2:24-cv-00719 (C.D. Cal.) (Co-Lead Class Counsel); *Askew v. Gas South, LLC*, No. 22106661 (Ga. Super. Ct. Cobb Cnty. Jan. 19, 2024) (Co-Lead Counsel); *Ayerdi v. Zeta Global Holdings Corp*. No. 1:25-cv-05780 (S.D.N.Y.) (Plaintiffs' Executive Committee Member); *Bandy v. TOC Enters., Inc.*, No. 3:23-cv-00598 (M.D. Tenn. Mar. 14, 2024) (Class Counsel); *Barletti v. Connexin Software Inc.*, No. 2:22-cv-04676 (E.D. Pa. July 24, 2024) (Plaintiffs' Steering Committee Member); *Cahill v. Mem'l Heart Inst., LLC*, No. 1:23-cv-00168 (E.D. Tenn.) (Class Counsel); *Cece v. St. Mary's Health Care Sys., Inc.*, No. SU20CV0500 (Ga. Super. Ct. Athens-Clarke Cnty. Apr. 4, 2022) (Class Counsel); *Colston v. Envision Credit Union*, No. 2022CA1476 (Fla. 2d Jud. Cir. Ct. Leon Cnty. Apr. 14, 2023) (Class Counsel); *Culp v. Fitzgibbon Hosp.*, No. 23SA-CV00020 (Mo. Cir. Ct. Saline Cnty. Sept. 20, 2024) (Class Counsel); *Dekenipp v. Gastroenterology Consultants, P.A.*, No. 202161470 (Tex. 295th Dist. Ct. Harris Cnty. Oct. 21, 2022) (Class Counsel); *Doe v. Conceptions Reprod. Assocs.*, No. 1:25-cv-00009 (D. Colo.) (Co-Lead Counsel); *Dunn v. Complete Payroll Sols., LLC*, No. 1:25-cv-30045 (D. Mass.) (Co-Lead Counsel); *Fernandez v. 90 Degree Benefits, LLC*, No. 2:22-cv-00799 (E.D. Wis. Nov. 17, 2023) (Co-Lead Counsel); *Garcia v. Set Forth, Inc.,* No. 1:24-cv-11688 (N.D. Ill.) (Plaintiffs' Steering Committee Member)*; Gleason v. Methodist Hosps. of Dallas*, No. DC-22-14875 (Tex. Dist. Ct. Dallas Cnty. June 17, 2025) (Co-Lead Counsel); *In re Flagstar Dec. 2021 Data Sec. Incident Litig.*, No. 4:22-cv-11385 (E.D. Mich.) (Plaintiffs' Executive Committee Member); *In re Fortra File Transfer Software Data Sec. Breach Litig.*, No. 1:24-md-03090 (S.D. Fla.) (Executive Committee Counsel Member) (preliminary approval Apr. 15, 2025); *In re Geologics Corp. Data Breach Litig.*, No. 1:25-cv-00825 (E.D. Va.) (Co-Lead Class Counsel); *In re Lakeside Title Co. Data Breach Litig*., No. 1:26-cv-00074 (D.Md.) (Co-Lead Counsel); *In re Legacy Pros. Data Sec. Incident Litig.*, No. 1:25-cv-02476 (N.D. Ill.) (Co-Lead Class Counsel); *In re MedStar Health Data Sec. Incident Litig.*, No. 1:24-cv-01335 (D. Md.) (Co-Lead Class Counsel) (preliminary approval June 16, 2025); *In re MedStar Health 2025 Data Sec. Litig.*, No. 1:25-cv-03325 (D. Md.) (Co-Lead Class Counsel); *In re NCB Mgmt. Servs., Inc. Data Breach Litig.*, No. 2:23-cv-1236 (E.D. Pa. Sept. 29, 2025) (Plaintiffs' Steering Committee Member); *Krenk v. Murfreesboro Med. Clinic & SurgiCenter*, No. 75CCI-2023-CV-81005 (Tenn. 16th Jud. Dist. Cir. Ct. Rutherford Cnty.) (Plaintiffs' Executive Counsel Committee Member) (preliminary approval Sept. 16, 2025); *Lee v. Tex. Ear, Nose & Throat Specialists, PLLC*, No. 202184322 (Tex. 113th Jud. Dist. Ct. Harris Cnty. Dec. 7, 2023) (Class Counsel); *Pannozzi v. Deloitte Consulting LLP*, No. 1:24-cv-00524 (D.R.I.) (Co-Lead Counsel); *Pascute v. Amotec, Inc.*, No. CV23975539 (Ohio C.P. Ct. Cuyahoga Cnty. Feb. 22, 2024) (Class Counsel); *Payton v. Fam. Vision of Anderson, P.A.*, No. 2023CP0401636 (S.C. Ct. C.P. Anderson Cnty.) (Co-Lead Class Counsel); *Pessia v. Warren Gen. Hosp.*, No. 501 (Pa. 37th Jud. Dist. Ct. Warren Cnty. May 5, 2025) (Co-Lead Class Counsel); *Rasmussen v. Uintah Basin Healthcare*, No. 2:23-cv-00322 (D. Utah) (Co-Lead Counsel); *Richardson v. Overlake Hosp. Med. Ctr.*, No. 20-2-07460-8 SEA (Wash. Super. Ct. King Cnty. Sept. 10, 2021) (Class Counsel); *Rodriguez v. Mena Reg'l Health Sys.*, No. 2:23-cv-02002 (W.D. Ark.) (Co-Lead Counsel) (preliminary approval Feb. 12, 2025); *Rohrer v. Oak Valley Hosp. Dist.*, No. CV-23-005612 (Cal. Super. Ct. Stanislaus Cnty. Dec. 20, 2024) (Co-Lead Counsel); *Togba v. Chemonics Int'l, Inc.*, No. 1:24-cv-03510 (D.D.C. July 1, 2025) (Co-Lead Counsel); and *Woods v. Albany ENT & Allergy Servs., P.C.*, No. 904730-23 (N.Y. Sup. Ct. Albany Cnty. Oct. 11, 2024) (Co-Lead Counsel).

Ms. Perry also has extensive experience providing support to appointed committees in MDL cases across the country. *See, e.g.*, *In re Deva Concepts Prods. Liab. Litig.*, No. 1:20-cv-01234 (S.D.N.Y. Jan. 3, 2022) (M&P served as court-appointed Co-Lead Counsel and Ms. Perry undertook significant work for clients and class members with extensive hair loss, leading client interviews, drafting pleadings, and preparing settlement and settlement approval papers); *In re Hill's Pet Nutrition, Inc. Dog Food Prods. Liab. Litig.*, No. 2:19-md-02887, MDL No. 2887 (D. Kan. Oct. 7, 2021) (M&P served as court-appointed Co-Lead Counsel and Ms. Perry played a significant role for clients and class members who purchased dog food with sometimes lethal amounts of vitamin D, participating in client intake, discovery, and preparing settlement and settlement approval papers); *In re Marriott Int'l Inc., Customer Data Sec. Breach Litig.*, No. 8:19-md-02879 (D. Md.) (Ms. Perry contributed to the plaintiff interview process and drafting of the consolidated amended complaint in data breach case); *In re U.S. Off. of Pers. Mgmt. Data Sec. Breach Litig*., 266 F. Supp. 3d 1 (D.D.C. 2017) (M&P served as Liaison Counsel, and Ms. Perry has completed research assignments in support of and at the request of Lead Counsel in data breach case). Additionally, Ms. Perry has also been appointed to the Leadership Development Committee in *In re SoClean, Inc., Mktg., Sales Pracs. & Prods. Liab. Litig.*, where she works closely with Lead Counsel in all areas of litigation and fights for consumers' rights pertaining to the purchase of defective and/or unsafe products. No. 2:22-mc-00152, MDL No. 3021 (W.D. Pa. Apr. 27, 2022).

Outside of work, Ms. Perry enjoys being in the sun and on the water, is trying not to kill her garden, and is constantly planning future home renovations. Ms. Perry lives outside of Annapolis, Maryland.

Lisa A. White
Of Counsel

Lisa A. White is a writer and researcher at heart, known for her attention to detail, optimism, and creative approach to legal problem-solving. Most of Lisa's work is in the federal court system, both in the District Courts and Circuit Courts of Appeals. She is a member of the bar in the State of Tennessee, as well as in numerous federal district courts across the country and the Seventh and Ninth Circuit Courts of Appeals.

Lisa's primary areas of practice are data breach litigation, product defect, product misrepresentation, and wage and hour class actions. Her role at M&P frequently involves investigating and researching potential cases and claims prior to a complaint being filed, as well as drafting responsive pleadings, and leading the detailed research tasks that are required for and during litigation. In addition, she is actively involved in M&P's mediations, from drafting premediation requests and mediation statements to participating in mediated resolutions to cases.

Lisa has served as Tennessee counsel and local liaison for a number of recent data breach cases, including: *Bandy v. TOC Enters., Inc*., No. 3:23-cv-00598 (M.D. Tenn.) (final approval Mar. 14, 2024); *Hodge v. AHS Mgmt. Co., Inc.*, No. 3:23-cv-01308 (M.D. Tenn.) (final approval Aug. 1, 2025); *Haney v. Charter Foods North, LLC*, No. 2:23-cv-46 (E.D. Tenn.) (preliminary approval Feb. 5, 2025; final approval docketed on July 29, 2025); and *Cahill v. Mem'l Heart Inst., LLC*, No. 1:23-cv-00168 (E.D. Tenn.) (settlement reached, motion for preliminary approval due Dec. 1, 2025). Ms. White has over a decade of class action experience, and since 2021, has served in significant leadership, briefing, and organizational roles on M&P's Class Action Team.

Prior to joining M&P, Lisa practiced at another plaintiffs' class action firm, where she advocated for employees who were improperly paid, especially in the airline industry. She also worked on lawsuits related to defective products and deceptive advertising. She was frequently called on to research and draft appellate briefs.

Lisa returned to law school after completing her Bachelor's and Master's in Sociology from The University of Tennessee. She then worked for the University's Center for Literacy Studies and taught for a number of years at universities. She completed the coursework for her Ph.D. in American Studies at The College of William and Mary, then opted to go to law school—a lifelong goal. Lisa is a graduate of The University of Tennessee College of Law. While in law school, Lisa was a Co-Coordinator of the Tennessee Innocence Project, and the Research Editor for the Tennessee Journal of Law and Policy. As a law student, she practiced in both the Domestic Violence Clinic and the Advocacy Clinic. Lisa has published peer-reviewed papers in three academic fields: law, sociology, and history.

Lisa and her family are avid travelers, and she has visited all seven continents. In addition, for three years, she practiced class action law remotely while living in the town of Greymouth, located on the South Island of New Zealand. She currently serves on the board of People Promoting Animal Welfare (PPAW), a spay/neuter non-profit organization in Tennessee.

Theo B. Bell
Attorney

Theodore B. Bell ("Theo") is Of Counsel at M&P. Theo is an experienced attorney with over 25 years of litigation experience. Theo is admitted to practice law in both Illinois and Michigan and various federal courts around the country. Before recently joining M&P, Mr. Bell's prior work experience included over 12 years at a mid-sized nationwide class action firm where Mr. Bell focused his practice mainly on antitrust, as well as consumer and securities class actions. Theo's previous work experience also includes working at a firm that focused on representing class action opt-outs in antitrust cases, another firm that represented workers' compensation insurance carriers where he focused his practice on litigating premium fraud cases in federal court, as well as a general practice firm where Theo gained extensive experience litigating state court cases in a wide array of civil practice areas.

Notable cases that Mr. Bell has worked on include:

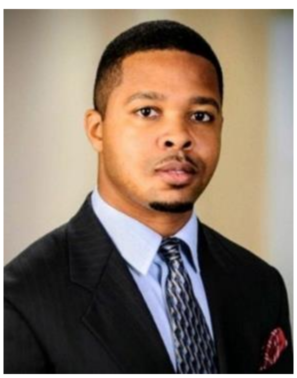
- *Shane Grp., Inc. v. Blue Cross Blue Shield of Mich.*, No. 2:10-cv-14360 (E.D. Mich. Sept. 30, 2019) (antitrust price-fixing case involving most-favored-nation agreements—$29.9 million class settlement);
- *In re Dairy Farmers of Am. Cheese Antitrust Litig.*, No. 1:09-cv-03960 (N.D. Ill. Sept. 30,

2015) (antitrust price-fixing case involving manipulation of cheese and milk futures to raise prices of dairy products—$46 million class settlement);

- *McDonough v. Toys "R" Us*, No. 2:06-cv-00242 (E.D. Pa. July 7, 2021) (antitrust case involving retail price maintenance—$35.5 million class settlement);
- *In re Sulfuric Acid Antitrust Litig.*, No. 1:03-cv-04576 (N.D. Ill. Dec. 22, 2011) (antitrust price-fixing case involving output restrictions—class settlements totaling over $6 million);
- *In re Groupon Derivative Litig.*, No. 1:12-cv-05300 (N.D. Ill. Apr. 7, 2017) (shareholder derivative suit involving materially false and misleading statements concerning Groupon's business operations and financial condition prior to Groupon's IPO—settlement obtained substantial beneficial corporate-governance reforms); and
- *Messner v. Northshore Univ. Health Sys.*, 669 F.3d 802 (7th Cir. 2012) (illegal monopolization and attempted monopolization through hospital mergers—Theo was part of the appellate team that successfully obtained reversal of the U.S. District Court's denial of class certification).

Theo is a graduate of The University of Michigan, where he earned his Bachelor's degree in Sociology, and the University of Detroit Mercy School of Law where Mr. Bell earned his law degree.

Ra O. Amen
Associate Attorney



Ra, a native of the California Bay Area, graduated from Stanford University with a degree in economics and from Emory University School of Law, with honors, where he was a Notes and Comments Editor for the Bankruptcy Developments Journal. Ra was previously an Associate at Hunton Andrews Kurth LLP and Morgan & Morgan's Complex Litigation Group. He is licensed to practice in the State of Georgia and the United States District Court for the Northern District of Georgia.

Ra has over seven years of complex litigation experience, specializing in consumer class actions, data breach and other privacy litigation. Ra was recently appointed as one of the Co-Lead Class Counsel in *Davis v. Rocky Mountain Gastroenterology Assocs. PLLC*, No. 2024CV31831 (Colo. Dist. Ct. Jefferson Cnty.) (preliminary approval granted Oct. 2, 2025), *In re First Chatham Bank Customer Data Sec. Breach Litig.*, No. SPCV25-00142 (Ga. Super. Ct. Chatham Cnty.), and *Kuhn v. Nations Direct Mortg., LLC*, No. 24CA115 (Fla. 1st Jud. Cir. Ct. Walton Cnty.) (preliminary approval granted Oct. 16, 2025) (data breach affecting over 83,000 individuals), as well as the Leadership Development Committee in *Geleng v. Ind. Living Sys., LLC*, No. 1:23-cv-21060 (S.D. Fla. Sept. 28, 2023) (data breach affecting over four million individuals). Ra was also an integral part of the team that recovered a $190 million settlement for the class in *In re Cap. One Inc. Customer Data Sec. Breach Litig.*, No. 1:19-md-02915 (E.D. Va. Sept. 13, 2022) (data breach affecting 98 million individuals), where his discovery and briefing efforts helped facilitate said settlement.

Ra is also a former Peace Corps. Morocco volunteer and an avid guitarist having performed with, recorded with, and opened for a number of Grammy-nominated artists.

Salena J. Chowdhury
Associate Attorney

Salena Chowdhury is an associate attorney at M&P. She is a graduate of the University of Tennessee College of Law. She also attended the University of Tennessee at Knoxville for her bachelor's where she majored in political science with a concentration in public administration and a minor in psychology. Salena has been admitted to the Illinois bar and to the District of Columbia bar.

Salena has had a passion for law since she was a kid. While Salena was still in high school, she began working at her first law firm. She continued to work at various law firms gaining a diverse area of legal experience throughout her undergraduate studies and law school.

Since joining M&P Salena has gained experience in mediations, data breach, product defect, product misrepresentation, and wage & hour class actions. She is known for her quick learning curve and adaptability to challenges. Her role at M&P is expanding as she takes on new responsibilities in major cases.

Salena comes from a large diverse family background. She values the time spent with her family. She enjoys outdoor activities like 4-wheeling, soccer, and playing with her dogs. Additionally, she loves to travel and to learn about other cultures.

Automated Certificate of eService

This automated certificate of service was created by the efiling system. The filer served this document via email generated by the efiling system on the date and to the persons listed below. The rules governing certificates of service have not changed. Filers must still provide a certificate of service that complies with all applicable rules.

Courtney Neely on behalf of John Brown
Bar No. 24036271
cneely@sjblawfirm.com
Envelope ID: 118165949
Filing Code Description: Motion (No Fee)
Filing Description: (PLTFFS) FOR ATTORNEYS' FEES, COSTS, EXPENSES, AND SERVICE AWARDS
Status as of 8/4/2026 8:25 AM CST

Associated Case Party: Deneli Sharber

Name	BarNumber	Email	TimestampSubmitted	Status
William BFederman		wbf@federmanlaw.com	8/3/2026 5:16:45 PM	SENT
Gary E.Mason		gmason@masonllp.com	8/3/2026 5:16:45 PM	SENT
Administrative Administrative		law@federmanlaw.com	8/3/2026 5:16:45 PM	ERROR
Taylor Heath		theath@masonllp.com	8/3/2026 5:16:45 PM	SENT
Jenni Suhr		jsuhr@masonllp.com	8/3/2026 5:16:45 PM	SENT
Danielle L.Perry		dperry@masonllp.com	8/3/2026 5:16:45 PM	SENT
Lisa A.White		lwhite@masonllp.com	8/3/2026 5:16:45 PM	SENT
Reuben A.Aguirre		raguirre@masonllp.com	8/3/2026 5:16:45 PM	ERROR

Associated Case Party: Jennifer Hart

Name	BarNumber	Email	TimestampSubmitted	Status
Ryan LThompson		RThompson@TrialLawyers.com	8/3/2026 5:16:45 PM	SENT
Leslie Harms		leslie.harms@zimmreed.com	8/3/2026 5:16:45 PM	SENT
Rachel Tack		rachel.tack@zimmreed.com	8/3/2026 5:16:45 PM	SENT

Case Contacts

Name	BarNumber	Email	TimestampSubmitted	Status
Courtney Neely		cneely@sjblawfirm.com	8/3/2026 5:16:45 PM	SENT
J. Daren Brown		dbrown@sjblawfirm.com	8/3/2026 5:16:45 PM	SENT
Anthony Parkhill		aparkhill@barnowlaw.com	8/3/2026 5:16:45 PM	SENT
Ben Barnow		b.barnow@barnowlaw.com	8/3/2026 5:16:45 PM	SENT

Automated Certificate of eService

This automated certificate of service was created by the efiling system. The filer served this document via email generated by the efiling system on the date and to the persons listed below. The rules governing certificates of service have not changed. Filers must still provide a certificate of service that complies with all applicable rules.

Courtney Neely on behalf of John Brown
Bar No. 24036271
cneely@sjblawfirm.com
Envelope ID: 118165949
Filing Code Description: Motion (No Fee)
Filing Description: (PLTFFS) FOR ATTORNEYS' FEES, COSTS, EXPENSES, AND SERVICE AWARDS
Status as of 8/4/2026 8:25 AM CST

Case Contacts

Ben Barnow		b.barnow@barnowlaw.com	8/3/2026 5:16:45 PM	SENT
Riley Prince		rprince@barnowlaw.com	8/3/2026 5:16:45 PM	SENT
Bart Cohen		bcohen@baileyglasser.com	8/3/2026 5:16:45 PM	SENT
John Turner		jturner@baileyglasser.com	8/3/2026 5:16:45 PM	SENT
Robert Bell		rbell@baileyglasser.com	8/3/2026 5:16:45 PM	SENT
Ryan Anderson		randerson@triallawyers.com	8/3/2026 5:16:45 PM	SENT
Brian Gudmundson		brian.gudmundson@zimmreed.com	8/3/2026 5:16:45 PM	SENT
Michael Laird		michael.laird@zimmreed.com	8/3/2026 5:16:45 PM	SENT
Lisa A.White		lwhite@masonllp.com	8/3/2026 5:16:45 PM	SENT
Jason Johnston		jason.johnston@zimmreed.com	8/3/2026 5:16:45 PM	ERROR
Christopher Jennings		chris@yourattorney.com	8/3/2026 5:16:45 PM	ERROR
Nathan Reiter		nathan@yourattorney.com	8/3/2026 5:16:45 PM	ERROR

Associated Case Party: FMC Services, LLC

Name	**BarNumber**	**Email**	**TimestampSubmitted**	**Status**
Sara Correa		sara.correa@fmglaw.com	8/3/2026 5:16:45 PM	SENT
Justin Boron		jboron@fmglaw.com	8/3/2026 5:16:45 PM	SENT
BRIAN HEINRICH		BRIAN@MHRWP.COM	8/3/2026 5:16:45 PM	SENT
Elle Scott		elle.scott@fmglaw.com	8/3/2026 5:16:45 PM	SENT
Michele Focht		michele.focht@fmglaw.com	8/3/2026 5:16:45 PM	SENT