SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF KINGS

CAROLINE EDRI, BELLE DE SANTIAGO, and ANAMARI LAURENTZ, individually and on behalf of all others similarly situated,

Plaintiffs,

v.

ADVANCED RECOVERY EQUIPMENT AND SUPPLIES, LLC,

Defendant.

Index No.: 529489/2024

NOTICE OF CLASS COUNSEL'S MOTION FOR ATTORNEYS' FEES, EXPENSES, AND SERVICE AWARDS

TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:

PLEASE TAKE NOTICE that on September 24, 2026, at 10:00 a.m. or as soon thereafter as counsel may be heard, Plaintiffs in this Action will move this Court, located at 360 Adams Street, Brooklyn, New York 11201, for consideration of Class Counsel's application for attorneys' fees, costs, and Service Awards for the Class Representatives.

This motion is made pursuant to N.Y. C.P.L.R. Ch. 8, Art. 9, §§ 901-904, and 908 and is based on: (1) this motion; (2) Plaintiffs' Memorandum in Support of Motion for Attorneys' Fees, Expenses, and Service Awards; (3) the Settlement Agreement, attached as Exhibit 1 to Plaintiffs' Memorandum of Law in Support of Plaintiffs' Motion for Preliminary Approval of Class Action Settlement [NYSCEF No. 34]; (4) the Joint Declaration of Class Counsel**,** attached as ***Exhibit A*** to the Memorandum; (5) the records, pleadings, and papers filed in this action; and (6) upon such other documentary and oral evidence or argument as may be presented to the Court at or prior to the hearing of this Motion.

A proposed order granting this requested relief will be included in the proposed Final Approval Order Plaintiffs will file with their Motion for Final Approval of Class Action Settlement.

CERTIFICATE OF SERVICE

I hereby certify that on this 10th day of July 2026, a true and correct copy of the above and foregoing was filed with the Clerk of Court via the Court's electronic filing system for electronic service on all counsel of record.

Dated: July 10, 2026

Respectfully submitted,

By: */s/ Steven Sukert*

Steven Sukert, NY Bar No. 5690532
Jeff Ostrow
KOPELOWITZ OSTROW P.A.
One West Las Olas Blvd., Suite 500
Fort Lauderdale, Florida 33301
Tel.: (954) 332.4200
sukert@kolawyers.com
ostrow@kolawyers.com

Sonal Jain, NY Bar No. 5855275
Tyler J. Bean
SIRI & GLIMSTAD LLP
745 Fifth Avenue, Suite 500
New York, New York 10151
Tel.: (212) 532-1091
sjain@sirillp.com
tbean@sirillp.com

Mark K. Svensson, NY Bar No. 5974290
MILBERG, PLLC
405 East 50th Street
New York, New York 10022
Tel.: (202) 975-0468
msvensson@milberg.com

A. Brooke Murphy
MURPHY LAW FIRM
4116 Will Rogers Pkwy, Suite 700

Oklahoma City, OK 73108
Tel: (405) 389-4989
abm@murphylegalfirm.com

Proposed Class Counsel

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF KINGS

CAROLINE EDRI, BELLE DE SANTIAGO, and **ANAMARI LAURENTZ,** individually and on behalf of all others similarly situated, Plaintiffs, v. **ADVANCED RECOVERY EQUIPMENT AND SUPPLIES, LLC,** Defendant.	Index No.: 529489/2024 **JOINT DECLARATION IN SUPPORT OF CLASS COUNSEL'S FOR ATTORNEYS' FEES, EXPENSES, AND SERVICE AWARDS**

We, Tyler J. Bean of Siri & Glimstad LLP, Jeff Ostrow of Kopelowitz Ostrow P.A., Gary Klinger of Milberg PLLC, and A. Brooke Murphy of Murphy Law Firm, pursuant to CPLR § 2106, hereby declare as follows:

1. We are attorneys at the firms appointed by the Court as Class Counsel[1] to act on behalf of the Settlement Class Members identified in the Settlement Agreement, and we submit this declaration in support of Class Counsel's Application for Attorneys' Fees, Costs, and Service Awards. Unless otherwise noted, we have personal knowledge of the facts set forth in this declaration and could and would testify competently to them if called upon to do so.

2. This case arises from a Data Security Incident whereby unauthorized access to Defendant's data environment occurred approximately between June 27, 2023, and July 28, 2023.

3. On October 31, 2024, Plaintiff Caroline Edri filed this case against Defendant. After several individuals filed their own lawsuits bringing claims against Defendant, counsel for these

[1] All capitalized terms herein shall have the same meanings as those defined in the Settlement Agreement, attached as Exhibit 1 to the Memorandum of Law in Support of Plaintiffs' Motion for Preliminary Approval of Class Action Settlement. NYSCEF No. 34.

respective Plaintiffs discussed collaborating with each other, and ultimately decided to pursue their clients' claims collectively in this Court.

4. On December 13, 2024, Plaintiffs filed a motion seeking consolidation and the appointment of class leadership. On May 15, 2025, the Court consolidated the cases into this case. On June 16, 2025, Plaintiffs filed the Consolidated Class Action Complaint in the Litigation.

5. Shortly thereafter, in an effort to conserve resources, the Parties began discussing settlement.

6. The Parties informally discussed the case and discovery, and Defendant provided information related to, among other things, the nature and cause of the Data Security Incident, the number and geographic location of victims impacted, and the specific type of information breached.

7. Arm's-length negotiations took place over several months, in which Class Counsel zealously advocated for the Plaintiffs and Settlement Class. At all times, the arm's-length negotiations were hard-fought, and Class Counsel leveraged their collective knowledge and resources to ensure that any resolution would be a favorable outcome for Plaintiffs and the Settlement Class.

8. The Parties reached an agreement on the material terms of a class wide settlement. The Parties then interviewed prospective settlement administrators, negotiated the notice program and claims process, drafted the Settlement Agreement, Notices, Claim Form, and the proposed Preliminary Approval Order. The Parties signed the Settlement Agreement on January 30, 2026.

9. Plaintiffs then filed an Unopposed Motion for Preliminary Approval of Class Action Settlement on January 30, 2026, which the Court granted on April 27, 2026.

10. As detailed below, Class Counsel are requesting $315,000.00 (which is only 2.1%

of the proposed Settlement's total value) for attorneys' fees and Service Awards of $2,500.00 for each of the four Class Representatives. The fee discussions with Defendant were not commenced until after all the material terms of the Settlement had been agreed to. Maximizing the benefit to Settlement Class Members was therefore Class Counsel's paramount consideration. Class Counsel's efforts to date including investigation and litigation have been without compensation of any kind, and receipt of any fee award or reimbursement of costs has been wholly contingent upon the result achieved.

11. We assert that the fees requested are justified by Plaintiffs' counsel's expertise in class action litigation; the time and other resources Plaintiffs' counsel invested in this case on a contingency basis; and the value that Class Counsel's efforts delivered to Settlement Class Members.

12. We further assert that, based on our years of experience in class action litigation, the fees requested are fair, reasonable, and consistent with what other courts have routinely approved in comparable litigation.

13. Plaintiffs' counsel in this case are some of the most experienced data privacy and cybersecurity class action litigators in the country, and their ability to leverage this collective knowledge and experience enabled them to achieve such a favorable result for Settlement Class Members in an efficient manner.

14. While this experience provided a strong foundation, each class action is unique, and Plaintiffs' counsel invested substantial time and resources into ensuring that they were prepared to litigate this case to the best of their abilities. This included a thorough investigation into the applicable claims, potential damages, and the likelihood of obtaining class certification.

15. Class Counsel also conducted interviews with Plaintiffs concerning their

experiences with Defendant, obtained and reviewed documents from potential class members, and extensively researched the pertinent case law and facts to help inform the present case. Class Counsel prepared and filed the Complaint, they consulted with liability and damages experts, exchanged and analyzed pre-mediation discovery, and engaged in extensive arm's-length settlement negotiations. Class Counsel also negotiated the Settlement Agreement and prepared the Motion for Preliminary and Final Approval. Since reaching the Settlement, Class Counsel has also responded to inquiries from Settlement Class Members and worked closely with the Settlement Administrator. Class Counsel anticipates expending additional time preparing for and participating in the Final Approval Hearing, assisting Settlement Class Members with their claims and answering their questions, and working with the Settlement Administrator on claims administration and distribution of benefits to the Settlement Class. This future work to effectuate the Settlement is anticipated to be an additional 40 to 50 hours.

16. Although Class Counsel anticipates spending additional time administering the Settlement even after Final Approval, Class Counsel are not seeking compensation or reimbursement of costs for any of the work done after Final Approval.

17. Class actions are inherently complex vehicles for relief that require a large commitment of time and resources. Several law firms collaborated to bring and prosecute this action. Each firm invested substantial hours into the matter. When Plaintiffs consolidated the various cases that were filed in the litigation, Plaintiffs' Counsel coordinated their work to avoid duplication of efforts and to keep costs low and reasonable.

18. The time Class Counsel spent litigating this matter reflects the reasonable and necessary effort required to achieve a satisfactory result. Plaintiffs' Counsel collectively worked 340.6 hours in this Litigation (not including drafting of this fee motion) and will work more hours

to see the Settlement through to disbursement of funds to Settlement Class Members.

19. The law firms involved kept detailed records regarding the amount of time their attorneys and professional staff spent on this Litigation, and the lodestar calculation is based on attorneys' current billing rates. The information was prepared from contemporaneous, daily time records regularly prepared and maintained by our firms. Based upon these records, Plaintiffs' Counsel's lodestar amounts to $214,110.60 as demonstrated in the chart below. This amounts to a multiplier of 1.47.

Firm	**Hours**	**Total Time Billed**
Siri & Glimstad LLP	172.0	$87,154.00
Kopelowitz Ostrow P.A.	30.0	$24,792.00
Milberg PLLC	96.1	$70,731.10
Murphy Law Firm	42.5	$31,433.50
TOTAL	**340.6**	**$214,110.60**

20. Class Counsel have general familiarity with the range of hourly rates typically charged by plaintiffs' class action counsel in data breach and complex consumer class actions throughout the United States, both on a current and historical basis. Having practiced in various states across the country for a combined total of several decades, and litigated hourly and contingency cases, including data breach and consumer class actions, Class Counsel are familiar with the range of hourly rates typical in New York. From that basis, Class Counsel can conclude that the rates charged by the law firms involved in this litigation are within the range of market rates charged by attorneys and professional staff of equivalent experience, skill and expertise for legal services furnished in complex contingency class action litigation such as this.

21. While Defendant has agreed they will not object to any fee request that does not exceed $315,000.00, the Parties did not even discuss, much less make any agreements concerning, the fees that Plaintiffs would seek in the Motion for Attorneys' Fees, Expenses, and Service Awards, until after all the substantive terms of the Settlement Agreement had been agreed to.

22. The Settlement is not contingent on approval of the request for attorneys' fees, costs, or Service Awards, and even if the Court grants amounts other than what have been requested, the other provisions of the Agreement shall remain in force.

23. The time described above does not include charges for expenses. Expenses are billed separately, and such charges are not duplicated in billing rates. Based upon records, Plaintiffs' incurred $3,043.56 in expenses. These costs were necessary to the investigation, prosecution, and settlement of this Litigation. Plaintiffs made every effort to keep litigation-related expenses low and reasonable.

24. The expenses incurred include court and filing fees, service fees, pro hac vice fees, and expert fees. The expenses incurred by each firm are as detailed in the chart below:

Firm	**Amount**
Siri & Glimstad LLP	$1,635.11
Kopelowitz Ostrow P.A.	$567.20
Milberg PLLC	$549.97
Murphy Law Firm	$291.28
TOTAL	**$3,043.56**

25. The expenses incurred in this action are reflected on the books and records of each law firm involved. These books and records are prepared from expense vouchers, check records, and other source materials and are an accurate record of the costs incurred. It is anticipated that expenses may continue to accrue, including, but not limited to, expenses associated with preparation and filing of the present motion. However, as was the case with the anticipated post-approval work, Class Counsel is not seeking any compensation or reimbursement for these additional expenses.

26. Regarding Service Awards, Class Counsel believe that a $2,500.00 Service Award for each of the three Class Representatives is fair and reasonable considering the time, energy, and effort that each of these Class Representatives dedicated to this case.

27. The Class Representatives actively participated in all aspects of the case, including

participating in fact-finding interviews, producing documents when requested, and reviewing and ultimately approving the Settlement Agreement. They were prepared to take on the responsibilities of class representatives, including being deposed and testifying at trial

28. Class Counsel kept in close contact with these Class Representatives during the litigation, through several emails and telephone calls, and Class Counsel can confidently assert that each of the Class Representatives has been personally involved in the case and have contributed to Settlement Class Members' ability to obtain the benefits provided for by the Settlement Agreement.

29. Each of them put their names and reputations on the line for Settlement Class Members, and each was ready, willing, and able to represent the Class at all stages of the litigation. In recognition of this, Class Counsel is requesting the Court approve the payment of a $2,500.00 Service Award to each of these Class Representatives.

30. There was no relevant prior judgment when the Litigation was initiated. Indeed, there have been few, if any, motions for class certification filed in a data breach case in the state of New York. Nor has a data breach class action been tried in the state of New York. Despite the absence of relevant prior judgments in the data breach context, Class Counsel commenced this action on a contingency basis. Accordingly, this factor weighs in favor of approving the requested attorneys' fees award.

* * * * * * * * * * * * *

I declare under penalty of perjury of the laws of the state of New York and the United States that the foregoing is true of my own personal knowledge. Executed on July 10, 2026, in Oklahoma City, Oklahoma.

/s/ Tyler J. Bean
Tyler J. Bean
SIRI & GLIMSTAD LLP

I declare under penalty of perjury of the laws of the state of Florida and the United States that the foregoing is true of my own personal knowledge. Executed on July 10, 2026, in Fort Lauderdale, Florida.

/s/ *Jeff Ostrow*
Jeff Ostrow
KOPELOWITZ OSTROW P.A.

I declare under penalty of perjury of the laws of the state of Illinois and the United States that the foregoing is true of my own personal knowledge. Executed on July 10, 2026, in Chicago, Illinois.

/s/ *Gary Klinger*
Gary Klinger
MILBERG, PLLC

I declare under penalty of perjury of the laws of the state of Oklahoma and the United States that the foregoing is true of my own personal knowledge. Executed on July 10, 2026, in Oklahoma City, Oklahoma.

/s/ *A. Brooke Murphy*
A. Brooke Murphy
MURPHY LAW FIRM

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF KINGS

CAROLINE EDRI, BELLE DE SANTIAGO, and **ANAMARI LAURENTZ**, individually and on behalf of all others similarly situated, Plaintiffs, v. **ADVANCED RECOVERY EQUIPMENT AND SUPPLIES, LLC,** Defendant.	Index No.: 529489/2024

MEMORANDUM IN SUPPORT OF CLASS COUNSEL'S MOTION FOR ATTORNEYS' FEES, EXPENSES AND SERVICE AWARDS

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I. INTRODUCTION

This class action brought by Plaintiffs and on behalf of all others similarly situated involves a Data Security Incident[1] allegedly affecting the computer networks of Advanced Recovery. Between June 27, 2023, and June 28, 2023, an unauthorized third-party accessed Defendant's systems and network in the Data Security Incident. Defendant determined that the Private Information of approximately 67,000 individuals was compromised, accessed, and/or exfiltrated by an unauthorized party during the Data Security Incident. The impacted Private Information allegedly included, but was not limited to, full names, patient numbers, dates of birth, Social Security numbers, financial account information and/or payment card information, driver's license number or state identification numbers, medical information, usernames and passwords, and health insurance information. Compl. ¶¶ 1, 3. After Defendant sent notice to the affected individuals (including Plaintiffs) on or about October 18, 2024, Plaintiffs brought class action suits against Defendant, which were consolidated into the above-captioned action.

Rather than engage in protracted and costly litigation, the Parties engaged in months of arm's-length, good faith negotiations to settle the case. Joint Declaration in Support of Class Counsel's Motion for Attorneys' Fees, Expenses, and Service Awards, attached hereto as ***Exhibit A*** ("Joint Dec."), ¶ 7. Ultimately, Plaintiffs and Defendant reached a Settlement that provides substantial cash benefits and credit monitoring for Plaintiffs and Settlement Class Members. *See* Settlement Agreement ("S.A."), attached as Exhibit 1 to the Memorandum of Law in Support of Plaintiffs' Motion for Preliminary Approval of Class Action Settlement [NYSCEF No. 34].

If approved, the settlement provides Settlement Class Members with substantial relief,

[1] All capitalized terms herein shall have the same meanings as those defined in the Settlement Agreement, attached as Exhibit 1 to the Memorandum of Law in Support of Plaintiffs' Motion for Preliminary Approval of Class Action Settlement. NYSCEF No. 34.

including: (a) documented out-of-pocket expenses of up to $750.00, (b) extraordinary out-of-pocket expenses of up to $3,500.00, or (c) a $50.00 cash payment. Settlement Class Members may also enroll in two years of credit monitoring and identity theft protection services. The credit monitoring will include, among other things, identity theft insurance of $1 million. Plaintiffs strongly believe the settlement is favorable to the Settlement Class.

Pursuant to the Settlement Agreement and the Court's inherent authority, Class Counsel respectfully request the Court award attorneys' fees and expenses, and Service Awards to the Class Representatives. *First*, Class Counsel request that the Court award $315,000.00 for payment of attorneys' fees and expenses. The Credit Monitoring provided for in the Settlement Agreement alone is worth at least $8.99 per month per Settlement Class Member.[2] In addition, Settlement Class Members can make a claim for unreimbursed out-of-pocket losses up to $750.00, extraordinary out-of-pocket losses up to $3,500.00 or submit a claim for the $50.00 alternative cash payment. Given that the Settlement Class is comprised of approximately 67,000 individuals, the value of the credit monitoring and alternative cash payments alone is $17,805,920.00.[3] Moreover, Defendant has also agreed to pay attorneys' fees and expenses, Service Awards to Class Representatives, and the Settlement Administration Fees. Although the Settlement Administration Fees are not yet final, the value of the Settlement is at least $15,105,920.00.[4] Therefore, the requested attorneys' fee represents a modest 2.1% of the total settlement value under the Settlement Agreement. As detailed more fully herein, the factual and legal complexity of these

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[2] Andreina Rodriguez & Alexandria White, *How Much Does Credit Monitoring Cost?*, CNBC Select (Oct. 27, 2024), https://www.cnbc.com/select/how-much-does-credit-monitoring-cost/ (stating that credit monitoring services cost anywhere from $8.99 to $39.95 per month).

[3] ($8.99 * 24 months) multiplied by 67,000 class members amounts to $14,455,920 plus up to $325,000 in alternative cash payments makes the total $14,780,920.00.

[4] $14,780,920.00 + $315,000.00 + $10,000.00 (four Service Awards) = $15,105,920.00.

claims required extensive investment of labor and advancement of expenses by counsel. The work performed advancing the claims of Settlement Class Members—on a fully contingent basis—carried significant risk, and counsel performing that work, including Class Counsel, forwent other opportunities and dedicated themselves to this case.

Second, Class Counsel requests the Court approve a Service Award in the amount of $2,500.00 for each Class Representative. This request is modest and in line with typical data breach class action service awards.

II. CASE SUMMARY

After Defendant sent notice of the Data Security Incident, Plaintiffs each filed suit in this Court against Defendant concerning the Data Security Incident: *Edri v. Advanced Recovery Equip. & Supplies, LLC*, No. 529489/2024 (NY Sup. Ct.), *De Santiago v. Advanced Recovery Equip. & Supplies, LLC*, No. 529492/2024 (NY Sup. Ct.), and *Laurentz v. Advanced Recovery Equip. & Supplies, LLC*, No. 529730/2024 (NY Sup. Ct.) (the "Related Actions"). The Related Actions were then consolidated into Index No. 529489/2024, and Plaintiffs filed their Consolidated Class Action Complaint ("CAC") on June 16, 2025. The CAC in this litigation asserts claims for (i) negligence, (ii) negligence *per se*, (iii) breach of contract, (iv) breach of implied contract, (v) violation of New York General Business Law § 349, (vi) unjust enrichment, (vii) breach of fiduciary duty, (viii) breach of confidence, and (ix) invasion of privacy.

Shortly after the CAC was filed, the Parties began discussing settlement. *See* Joint Dec. ¶ 5. Prior to negotiating, Defendant provided information related to, among other things, the nature and cause of the Data Security Incident, the number and geographic location of victims impacted by the Data Security Incident, and the specific type of information breached. *Id.* ¶ 6. After months of arm's-length negotiations, the Parties reached agreement on the material terms of the

Settlement. *Id.* ¶¶ 7-8.**SUMMARY**

III. OF SETTLEMENT

A. Settlement Class Definition

The Settlement Class is defined as: "all persons residing in the United States whose PII was compromised in the Data Security Incident announced by Advanced Recovery in or around October 2024." S.A. ¶ 47. The Settlement Class specifically excludes: (1) any entity in which Advanced Recovery has a controlling interest, and (2) the affiliates, legal representatives, attorneys, successors, heirs, and assigns of Advanced Recovery. *Id.* ¶ 48. The Settlement Class is comprised of approximately 67,000 individuals.

B. Settlement Benefits

1. Monetary Relief. Settlement Class Members may claim (a) ordinary documented out-of-pocket losses of up to $750.00; (b) extraordinary documented out-of-pocket losses of up to $3,500.00; or (c) a cash payment of $50.00. S.A. ¶ 52(a), (b).

2. Credit Monitoring and Identity Theft Protection. In addition to, and regardless of whether they submit a claim for reimbursement of out-of-pocket losses or the cash payment, Settlement Class Members may claim two years of one-bureau credit monitoring and identity theft protection services. The identity theft monitoring will include, among other things, identity theft insurance of $1 million with no deductible. S.A. ¶ 52(c).

3. Release. The relief provided to Settlement Class Members in the Lawsuit is tailored to the claims that have been pleaded or could have been pleaded or that are related in any way to the activities stemming from the Data Security Incident. *See* Joint Dec. ¶ 16. Settlement Class Members who do not exclude themselves from the Settlement Agreement will release claims related to the Data Security Incident. *Id.*

C. Notice and Claims Process

1. Notice. The Notice Program and all Settlement administration will be administered by RG/2 Claims Administration LLC—a company that specializes in class action notice plans and claims administration. S.A. ¶ 40. All Settlement Administration Fees will be paid by Defendant, separate and apart from the relief to the Settlement Class. *Id.* ¶ 52(e).

Direct notice of the Settlement is being provided by Short-Form Notice to Settlement Class Members by U.S. Mail. S.A. ¶ 66. The Settlement Administrator also established a Settlement Website. *Id.* ¶¶ 42, 65(c). The forms of Short-Form Notice, Long-Form Notice, and Claim Form approved by the Court, as well as the Settlement Agreement, were posted to the website. *Id*. The Settlement Website shall also include links to relevant filings including but not limited to the operative complaint; preliminary approval motion and order; motion for attorneys' fees, expenses, and service awards; and motion for final approval.

D. Requests for Exclusion and Objections

Settlement Class Members will have until 60 days after the Notice Date to request to exclude themselves or object to the Settlement. S.A. ¶ 30. The timing with regard to objections and requests for exclusion is designed to give Settlement Class Members sufficient time to review the Settlement documents—including this Motion for Attorneys' Fees, Expenses, and Service Awards, which is being filed in advance of that deadline.

1. Requests for Exclusion

Each person wishing to exclude themselves from the Settlement Class shall individually sign and timely submit written notice of such intent to the Settlement Administrator. The written notice must clearly manifest the person's intent to be excluded from the Settlement Class. S.A. ¶ 68. To be effective, this written notice must be postmarked no later than the Exclusion Deadline. *Id.* ¶ 67. Settlement Class Members who do not validly request to exclude themselves will be bound by the Settlement Agreement, including the Release, and any judgment thereon. *Id.* Requests for exclusion must be personally signed by the Settlement Class Member and contain the requestor's name, address, telephone number, and a statement indicating a request to be excluded from the Settlement Class. *Id.*

2. Objections

Each Settlement Class Member desiring to object to the Settlement Agreement shall submit a timely written notice of his or her objection by the Objection Deadline (*i.e.*, 60 days following the Notice Deadline). S.A. ¶¶ 30, 69. Such notice shall state: (i) the objector's full name, address, and current telephone number; (ii) the name and number of this case; (iii) all grounds for the objection, accompanied by any factual and legal support for the objection the objector believes applicable; (iv) a list of all settlements to which the objector and/or their counsel have objected in the preceding four years; (v) whether the objector intends to appear at the Final Approval Hearing; and (vi) the objector's wet signature. *Id.* ¶ 70(b). In addition, if represented by counsel, the objecting Settlement Class Member must also provide the name and telephone number of his/her counsel. *Id.*

Any Settlement Class Member who fails to comply with the requirements for objecting shall waive and forfeit any and all rights he or she may have to appear separately or to object to the Settlement Agreement, and Settlement Class Members shall be bound by all the terms of the Settlement Agreement and by all proceedings, orders, and judgments in the Litigation. *Id.* ¶ 70(c).

E. Attorneys' Fees, Expenses, and Service Awards

The Parties did not discuss the payment of attorneys' fees, expenses and/or service awards until after the substantive terms of the settlement had been agreed upon. Joint Dec. ¶ 10.

The Settlement Agreement indicates that Class Counsel may petition the Court for attorneys' fees, inclusive of any expenses of the Litigation, in an amount not to exceed $315,000.00. S.A. ¶ 78. Also, subject to Court approval, Defendant has agreed not to object to a request for Service Award in the amount of $2,500.00 to the named Plaintiffs. S.A. ¶ 80. The Service Awards are meant to recognize the Class Representatives for their efforts on behalf of the Settlement Class, including assisting in the investigation of the case, reviewing the pleadings, remaining available for consultation throughout the mediation and settlement negotiations, answering counsel's many questions, and reviewing the terms of the Settlement Agreement. Joint Dec. ¶¶ 27-29. Defendant agreed to pay any attorneys' fees, expenses, and service awards approved by the Court separately and apart from the Settlement Class Member benefits.

IV. ARGUMENT

A. THE FEE REQUEST IS FAIR AND REASONABLE.

Although the "determination as to the proper amount of an award of [counsel] fees lies largely within the discretion of the court, the discretion is not unlimited." *Matter of Rahmey v. Blum*, 95 A.D.2d 294, 299–300, 466 N.Y.S.2d 350 (1983). When reviewing a fee application in a class action, the court must protect the rights of absent class members. *See Silberblatt v. Morgan Stanley*, 524 F. Supp. 2d 425, 433 (S.D.N.Y. 2007). Although no single method of determining fees is mandated (*see Bear Stearns Cos. v. Jardine Strategic Holding, Ltd.*, N.Y.L.J., Aug. 7, 1991, at 22 (Sup. Ct. N.Y. Cnty.)), two acceptable options are the percentage approach and the lodestar method, the latter having originated in class action litigation. *See Goldberger v. Integrated Res.,* *Inc.*, 209 F.3d 43, 50 (2d Cir. 2000); *Frank v. Eastman Kodak Co.*, 228 F.R.D. 174, 188 (W.D.N.Y. 2005); *Sheppard v. Consolidated Edison Co. of N.Y.*, 2002 WL 2003206, at *7 (E.D.N.Y. 2002); *Friar v. Vanguard Holding Corp.*, 125 A.D.2d 444, 447, 509 N.Y.S. 2d 374 (1986).

"In testing the reasonableness of the negotiated fee, [courts] first look[] to the percentage of recovery approach." *Michels v. Phoenix Home Life Mut. Ins.*, 1997 WL 1161145, at *31 (Sup. Ct. N.Y. Cnty. Jan 7, 1997). "Federal Courts around the country, including federal district courts in New York, are turning away from the lodestar/multiplied approach and are returning to the percentage of the recovery approach." *Id*. Courts have found numerous advantages to using the percentage method of awarding fees. First, the percentage method "directly aligns the interests of the class and its counsel" because it provides an incentive to attorneys to resolve a case efficiently and to create the largest total value for the class. *Wal-Mart Stores, Inc. v. Visa U.S.A., Inc.*, 396 F.3d at 122 (2d Cir. 2005).[5]

The percentage method also promotes efficiency and early resolution, as it eliminates any incentive plaintiffs' lawyers may have to run up billable hours—one of the most significant downsides to using the lodestar approach. *Savoie v. Merchants Bank*, 166 F.3d 456, 460-61 (2d Cir. 1999) ("It has been noted that once the fee is set as a percentage of the fund, the plaintiffs' lawyers have no incentive to run up the number of billable hours for which they would be compensated under the lodestar method"); *Goldberger v. Integrated Res. Inc.*, 209 F.3d 43, 48-49 (2d Cir. 2000) (citing *In re Union Carbide Corp., Consumer Prods. Bus. Sec. Litig.*, 724 F. Supp.

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[5] In addition to citing New York state case law authority, this Memorandum will cite to federal case law authority for approval of attorneys' fees, expenses, and service awards to class representatives. "New York's courts have recognized that its class action statute is similar to the federal statute and have looked to federal case law for guidance." *Fiala v. Metro. Life Ins. Co.*, 899 N.Y.S.2d 531, 537 (Sup. Ct. N.Y. Cnty. 2010) (citing cases); *Colt Indus. Shareholder Litig. v. Colt Indus. Inc.*, 77 N.Y.2d 185, 194 (1991) ("New York's class action statute has much in common with Federal Rule 23.").

160, 167-168 (S.D.N.Y. 1989)); *see also In re Interpublic Sec. Litig.*, Nos. 02-cv-6527, 03-cv-1194, 2004 WL 2397190, at *11 (S.D.N.Y. Oct. 26, 2004). "The Lodestar method has the potential to lead to inefficiency and resistance to expeditious settlement because it gives attorneys an incentive to raise their fees by billing more hours." *Lopez v. The Dinex Group, LLC*, 2015 WL 5882842, at *5 (Sup. Ct. N.Y. Cnty. Oct. 06, 2015); *see also Matter of Karp*, 145 A.D.2d 208, 216 (1st Dep't. 1989) ("To base a fee solely on hours worked is to penalize the experienced and skillful lawyer who can perform the services in substantially less time than the inexperienced one.").

B. THE FEES REQUESTED BY CLASS COUNSEL ARE ROUTINELY GRANTED.

Here, Class Counsel's requested attorneys' fees, and reasonable expenses necessary to the prosecution of this Litigation, are reasonable under either the percentage of the fund or lodestar method. Class Counsel seeks an award of 2.1% of the total estimated value of the Settlement benefits ($15,105,920.00). Plaintiffs' attorneys' fees are well within the range of, and in fact even lower than amounts routinely granted by New York courts, which "routinely grant[] requests for one-third or more of the fund in cases with settlement funds." *Massiah v. MetroPlus Health Plan, Inc.*, 2012 WL 5874655, at *7 (E.D.N.Y. Nov. 20, 2012) (collecting cases); *Milton v. Physical*, No. 528385/2023, 2015 WL 9271692, at *5 (N.Y. Sup. Ct. Kings Cnty. Apr. 1, 2024) (collecting cases and noting that 33.3% is "consistent with the norms of class litigation in this circuit"); *Josephs v. United Hebrew of New Rochelle Certified Home Health Agency, Inc. d/b/a United Hebrew Geriatric Center*, Index No. 50926/2019, NYSCEF No. 28 (Sup. Ct. Westchester Cnty. June 9, 2020) (Walker, J.) (awarding one-third of $2.1 million settlement fund in attorneys' fees); *Contreras v. Dania Marina, Inc. d/b/a Marina Del Rey Caterers*, Index No. 54536/2018, NYSCEF No. 54 (Sup. Ct. Westchester Cnty. Oct. 3, 2019) (Walsh, J.) (awarding one-third of the settlement fund in attorneys' fees); *Lopez*, 2015 WL 5882842, *6 ("[O]ne-third of the settlement fund as attorney's fees . . . is well within the range of reasonableness and within the percentage regularly approved in class action[s]"); *Ryan v. Volume Servs. Am., Inc.*, 2013 WL 12147011, at *4 (Sup. Ct. N.Y. Cnty. Mar. 07, 2013) (same); *Fernandez v. Legends Hospitality, LLC*, 2015 WL 3932897, at *5 (Sup. Ct. N.Y. Cnty. June 22, 2015) (same); *Mancia v. HSBC Secs. (USA) Inc.*, 2016 WL 833232, at *4 (Sup. Ct. N.Y. Cnty. Feb. 19, 2016) (same); *see also Hayes v. Harmony Gold Mining Co.*, No. 08 Civ. 03653, 2011 WL 6019219, at *1 (S.D.N.Y. Nov. 29, 2011) (awarding "attorneys' fees in the amount of one third" of a $9 million settlement fund), aff'd 509 F. App'x 21, 23-24 (2d Cir. 2013); *See, e.g.*, *Cent. States Se. & Sw. Areas Health & Welfare Fund v. Merck-Medco Managed Care, L.L.C.*, 504 F.3d 229, 249 (2d Cir. 2007) (affirming fee award of 30 percent of recovery); *In re Gilat Satellite Networks, Ltd.*, CV- 02-1510 (CPS)(SMG), 2007 WL 2743675, at *16 n.41 (E.D.N.Y. Sept. 18, 2007) (30 percent fee); *Warren v. Xerox Corp.*, 01-CV-2909 (JG), 2008 WL 4371367, at *22 (E.D.N.Y. Sept. 19, 2008) (awarding class counsel attorneys' fees and expenses at 33.33 percent of the total settlement value, and finding such a sum "comparable to sums allowed in other cases").

Here, the work of Class Counsel has generated a considerable common benefit for the Settlement Class Members. Class Counsel has negotiated a robust relief package for Settlement Class Members that, which includes the ability to claim a $50 cash payment with no documentation of proof of loss, reimbursement for ordinary and extraordinary monetary losses, valuable credit monitoring, Notice and claims administration, and attorneys' fees, expenses, and service awards. It is well established that in calculating the value of the common benefit created by Class Counsel's efforts, "[a]n allocation of fees by percentage should [] be awarded on the basis of the total funds made available, whether claimed or not." *Masters v. Wilhelmina Model Agency, Inc.*, 473 F.3d 423, 437 (2d Cir.2007); *see also Waters v. Int'l Precious Metals Corp.*, 190 F.3d 1291, 1295 (11th

Cir.1999); *In re Hudson's Bay Co. Data Sec. Incident Consumer Litig.*, 18-cv-8472-PKC, 2022 WL 2063864, at *14-15 (S.D.N.Y. June 6, 2022). Plaintiffs' request for 2.1% of the entire value of the Settlement is certainly consistent with prior decisions from both state and federal courts in New York. Accordingly, the request should be granted.

C. PLAINTIFFS' REQUEST FOR ATTORNEYS' FEES AND REIMBURSEMENT OF LITIGATION EXPENSES IS REASONABLE.

CPLR § 909 permits courts to award attorneys' fees in class action litigation. In order to assess a reasonable fee, a court should consider: (1) the risks of litigation; (2) whether counsel had the benefit of a prior judgment; (3) standing at bar of counsel for the plaintiffs and defendants; (4) the magnitude and complexity of the litigation; (5) the case's history and the work done by counsel prior to trial; (6) the amount recovered; and (7) what would be reasonable for counsel to charge a victorious plaintiff. *Fiala*, 899 N.Y.S.2d at 610. Each factor supports approval here.

1. The Risk of Litigation

"Contingency risk is the principal, though not exclusive, factor courts should consider in their determination of attorneys' fees." *Beckman v. KeyBank, N.A.*, 293 F.R.D. 467, 481-83 (S.D.N.Y. 2013) (quoting *In re Dreyfus Aggressive Growth Mut. Fund Litig.*, 2001 WL 709262, *6 (S.D.N.Y. June 22, 2001). Here, Class Counsel took on the risks of litigation knowing full well their efforts might not bear fruit.

Although nearly all class actions involve a high level of risk, expense, and complexity—undergirding the strong judicial policy favoring amicable resolutions, *Linney v. Cellular Alaska P'ship*, 151 F.3d 1234, 1238 (9th Cir. 1998)—this is a particularly complex class due to the standing challenges plaintiffs face in data breach class actions. Historically, data breach cases face substantial hurdles in surviving even the pleading stage. *See, e.g.*, *Hammond v. The Bank of N.Y. Mellon Corp.*, 2010 U.S. Dist. LEXIS 71996, at *2-4 (S.D.N.Y. June 25, 2010) (collecting cases).

Even data breach cases of wide-spread notoriety have been found wanting by courts throughout the country. *See e.g. In re U.S. Office of Pers. Mgmt. Data Sec. Breach Litig.*, 266 F. Supp. 3d 1, 19 (D.D.C. 2017) ("The Court is not persuaded that the factual allegations in the complaints are sufficient to establish . . . standing."), *reversed in part*, 928 F.3d 42 (D.C. Cir. June 21, 2019) (holding that plaintiff had standing to bring a data breach lawsuit).

To the extent the law has gradually accepted this relatively new type of litigation, the path to a class-wide monetary judgment remains unforged, particularly in the area of damages. For now, data breach cases are among the riskiest and uncertain of all class action litigation, making settlement the more prudent course when a reasonable one can be reached. The damages methodologies, while theoretically sound in Plaintiffs' view, remain untested in a disputed class certification setting and unproven in front of a jury. And, as in any data breach case, establishing causation on a class-wide basis is rife with uncertainty. Consequently, Class Counsel incurred significant risk by taking and litigating this case. This factor supports approval of Plaintiffs' request for approval of attorneys' fees and expenses.

2. Whether Counsel Had the Benefit of a Prior Judgment

Data breach litigation is evolving; there is no guarantee of the ultimate result. *Gordon v. Chipotle Mexican Grill, Inc.*, 2019 WL 6972701, at *1 (D. Colo. Dec. 16, 2019) ("Data breach cases . . . are particularly risky, expensive, and complex."). Indeed, instead of relying on a prior judgment, Class Counsel took on the risk of filing this class action on an entirely contingent basis. While data breach litigation is still an emerging area of law, Class Counsel was able to draw on their extensive experience in this area to achieve a settlement that offers a substantial benefit to the class in spite of the novelty of and risks associated with the Litigation. This factor weighs in favor of the requested fee award.

3. Experience of Counsel for Plaintiffs and Defendants

In determining the quality of representation, courts examine the experience of the attorneys involved and the result obtained in the lawsuit. *Taft v. Ackermans*, 2007 WL 414493, *1 (S.D.N.Y. Jan. 31, 2007). Here, Class Counsel has substantial experience in both class actions generally, and complex consumer class actions involving cybersecurity incidents in particular. *See* Joint Dec. ¶¶ 12-13. This case required significant skill and experience, as well as high quality representation, to even be able to identify the issues of standing and the highly technical aspects of the data breach mechanism (the means by which Defendant's systems were breached), and the specialized knowledge of class action procedures.

Furthermore, "[t]heir quality of the opposition should be taken into consideration in assessing the quality of the plaintiff's counsel's performance." *In re Metlife Demutualization Litig.*, 689 F. Supp. 2d 297, 362 (E.D.N.Y. 2010). Here, Defendant was represented by competent and well-respected counsel (from the well-regarded McDonald Hopkins law firm), who are highly experienced in data breach litigation. Both sides vigorously advocated on behalf of their respective clients and the excellent result here is a function of the high quality of the work and intense negotiations by both sides. Accordingly, this factor weighs in favor of approval.

4. The Magnitude and Complexity of Litigation

"The size and difficulty of the issues in a case are significant factors to be considered in making a fee award." *Beckman v. KeyBank*, N.A., 293 F.R.D. 467, 481-83 (S.D.N.Y. 2013) (citing *In re Prudential Sec. Inc. Ltd. P'ship Litig.*, 912 F. Supp. 97, 100 (S.D.N.Y.1996). Indeed, "[C]lass actions have a well-deserved reputation as being most complex." *In re Nasdaq Market-Makers Antitrust Litig.*, 187 F.R.D. 465, 477 (S.D.N.Y. 1998). This case was no exception. Defendant's business practices impacted tens of thousands of consumers, both in New York and elsewhere, and presented novel and complex issues. While Plaintiffs believe that their claims are strong, they are not without risk. Trial of this matter would necessitate costly preparation of experts who in all likelihood would have to conduct their own, original forensic analyses and damages/causation analysis. The magnitude and complexity of legal issues involved in this case reinforces the reasonableness of Class Counsel's requested fee.

5. The Case History and the Responsibility Undertaken by Class Counsel

Class Counsel's activities included, but were not limited to, conducting an extensive pre-filing investigation of Settlement Class Members' claims and damages and vigorously prosecuting those claims in this Court. Class Counsel engaged in protracted settlement negotiations and ultimately negotiated a comprehensive settlement for the Settlement Class.

Since reaching the Settlement, Class Counsel has drafted a Motion for Preliminary Approval of the Settlement and assisted with the drafting and preparation of the Settlement Agreement, Short-Form Notice, Long-Form Notice, and Claim Form. Class Counsel oversaw the launch of the Notice and claims program and has been supervising and monitoring the same. Class Counsel prepared this instant Motion. Class Counsel anticipates expending additional time, from drafting the Motion for Final Approval to administering the Settlement after final approval. Thus, the work performed by Class Counsel to date has been comprehensive, complex, and wide ranging, and this factor supports the requested fee award.

6. The Amount Recovered

As discussed above, the requested fee represents 2.1% percent of the $15,105,920.00 total value of the Settlement benefits. This percentage is inherently reasonable and weighs in favor of approval. *See Rodriquez v. It's Just Lunch Int'l*, No. 07-cv-09227, 2020 WL 1030983, at *10 (S.D.N.Y. Mar. 2, 2020) ("Courts in this Circuit routinely grant fee applications based on the percentage method when the fee award is one-third of a common fund.”).

7. The Knowledge the Court Has of the Case’s History and the Work Done by Counsel Prior to Trial, and What Would Be Reasonable for Counsel to Charge a Victorious Plaintiff

Under CPLR § 909, “[i]f a judgment in an action maintained as a class action is rendered in favor of the class, the court in its discretion may award attorneys’ fees. . . . Based on the reasonable value of legal services rendered and if justice requires, allow recovery of the amount awarded from the opponent of the class.” The Settlement Agreement provides that Class Counsel may petition the Court for an award up to $315,000.00. The requested attorneys’ fee award also includes the expenses incurred by Class Counsel in bringing the Litigation. As mentioned above, New York courts routinely approve fee requests for one-third of the value of the settlement fund. *See supra* § IV.B. Class Counsel’s fee request equates to approximately 2.1% of the $15,105,920.00 total value of the Settlement (which is based upon a conservative estimate of the Settlement’s value to the Settlement Class).

Furthermore, public policy supports providing attorneys’ fees in class action cases, as class actions are also an invaluable safeguard of public rights. *See Phillips Petroleum Co. v. Shutts*, 472 U.S. 797, 809 (1985). Where, as here, the settlement amount is relatively small, an award of attorneys’ fees ensures that “plaintiffs’ claims [will] likely . . . be heard.” *Frank v. Eastman Kodak Co.*, 228 F.R.D. 174, 189 (W.D.N.Y. 2005). If courts denied sufficient attorneys’ fees “no attorneys . . . would likely be willing to take on . . . small-scale class actions[.]” *Id.*; *see also Maley v. Del Glob. Techs. Corp.*, 186 F. Supp. 2d 358, 374 (S.D.N.Y. 2002) (private attorneys “should be encouraged” to take the risks required to represent those who would not otherwise be protected from socially undesirable activities, including fraud.). Public policy is in favor of rewarding counsel who perseveres through risky litigation and achieves favorable results for the class they represent. Here, counsel took on this case despite the uncertainty and volatility of law pertaining to consumer class actions, and data breach class actions in particular, and persevered in obtaining a substantial settlement. Such a result should be rewarded.

D. A LODESTAR CROSSCHECK CONFIRMS THE REASONABLENESS OF THE REQUESTED FEES.

Although no lodestar crosscheck is required, a summary lodestar crosscheck confirms the reasonableness of the fees requested here. Class Counsel have expended 340.6 hours of work on this matter to date. Joint Dec. ¶ 18. At the normal billing rates of participating counsel, that which have been approved by courts across the country, this equates to a lodestar of $214,110.60, and the fees requested represent a current lodestar multiplier of 1.47. Courts in New York routinely find fees reasonable where the percentage of recovery method leads to a lodestar multiplier between 2 and 6 and even as high as 8. *See Fleisher v. Phoenix Life Ins. Co.*, Civil Action, No. 11-cv-8405 (CM), 2015 U.S. Dist. LEXIS 121574, *61 (S.D.N.Y. Sep. 9, 2015) ("Courts regularly award lodestar multipliers from 2 to 6 times lodestar." (quoting *Morris v. Affinity Health Plan, Inc.*, 859 F. Supp. 2d 611, 623-24 (S.D.N.Y 2012))); *Yuzary v. HSBC Bank USA, N.A.*, No.12-cv-3693, 2013 U.S. Dist. LEXIS 144327, at *29 (S.D.N.Y. Oct. 2, 2013) (awarding multiplier of 7.6); *Beckman v. KeyBank, N.A.*, 293 F.R.D. 467, 481-82 (S.D.N.Y. 2013) (awarding multiplier of 6.3 and noting that "Courts regularly award lodestar multipliers of up to eight times the lodestar, and in some cases, even higher multipliers."); *Cosgrove v. Sullivan*, 759 F. Supp. 166, 167 n. 1 (S.D.N.Y.1991) (awarding multiplier of 8.74).

Moreover, Class Counsel expects to expend another 40 to 50 hours of time consummating this Settlement, including drafting the Motion for Final Approval, preparing for and participating in the Final Approval Hearing, assisting Settlement Class Members with their claims and answering their questions, and working with the Settlement Administrator on administration and distribution of benefits to the Settlement Class. Joint Dec. ¶ 18. Therefore, once these additional attorney hours are expended, the lodestar "multiplier" will be even less. Accordingly, the lodestar crosscheck fully supports the fees requested.

E. CLASS COUNSEL'S REQUESTED EXPENSES ARE REASONABLE, INCIDENTAL TO LITIGATION AND SHOULD BE APPROVED.

Courts typically allow counsel to recover their reasonable out-of-pocket expenses. *Beckman v. KeyBank, N.A.*, 293 F.R.D. 467, 481-83 (S.D.N.Y. 2013) (citing *In re Indep. Energy Holdings PLC Sec. Litig.*, 302 F. Supp. 2d 180, 183 n. 3 (S.D.N.Y. 2003)). "Attorneys may be compensated for reasonable out-of-pocket expenses incurred and customarily charged to their clients, as long as they were 'incidental and necessary to the representation' of those clients." *In re Indep. Energy Holdings PLC Sec. Litig.*, 302 F. Supp. 2d at 183 n.3 (internal quotation marks omitted). As part of (and not in addition to) the $315,000.00 fee and expense request, Class Counsel seeks reimbursement of expenses totaling $3,043.56. Joint Dec. ¶¶ 23-24. These expenses are of the type of expenses routinely charged to hourly clients, are appropriately documented, and were necessary and reasonable to prosecute the Litigation. The full requested amount should be awarded as part of the combined $315,000.00 attorneys' fee and expense request.

F. PLAINTIFFS' REQUESTED SERVICE AWARD ARE JUSTIFIED AND SHOULD BE APPROVED.

It is common for courts to grant service awards in class action suits. Such awards "reward[] the named plaintiffs for the effort and inconvenience of consulting with counsel over the many years [a] case was active and for participating in discovery, including depositions." *Milton*, 2015 WL 9271692, *2-3 (citing *Cox v. Microsoft Corp.*, 26 Misc. 3d 1220(A), at *4 (Sup. Ct. N.Y. Cnty. 2007)). Courts consider such compensation important. *See Massiah v. MetroPlus Health Plan, Inc.*, No. 11 Civ. 5669, 2012 WL 5874655, at *8 (E.D.N.Y. Nov. 20, 2012).

For their commitment to this case, Class Representatives request a Service Award in the amount of $2,500.00 each for their important work in this case. Class Representatives were subjected to extensive interviews by counsel and submitted documentation to prove the hardship that the Data Security Incident caused and were prepared to take on the responsibilities of a class representatives, including being deposed and testifying at trial. Joint Dec. ¶¶ 27-29. The amount requested is reasonable and modest relative to awards regularly granted by courts in this jurisdiction and the request should be granted. *See Beckman v. KeyBank, N.A.*, 293 F.R.D. 467, 481-83 (S.D.N.Y. 2013) (granting an award of $5,000 to $7,500 to Plaintiffs); *Dornberger v. Metro. Life Ins. Co.*, 203 F.R.D. 118 (S.D.N.Y. 2001) (noting in class actions representative plaintiff awards for $2,500 or more are commonly accepted).

V. CONCLUSION

For the foregoing reasons, Class Counsel requests that the Court grant this Motion and (1) award $315,000.00 as combined attorneys' fees and expenses; and (2) approve a Service Award of $2,500.00 for each of the Class Representatives.

CERTIFICATION

I hereby certify that this memorandum complies with the word and page limits of Section 202.8-b of the Uniform Rules for N.Y. State Trial Courts. Pursuant to 202.8-b(a), the word count of this memorandum, excluding the caption, table of contents, table of authorities, and signature block, is 5,711.

CERTIFICATE OF SERVICE

I hereby certify that on this 10th day of July 2026, a true and correct copy of the above and foregoing was filed with the Clerk of Court via the Court's electronic filing system for electronic service on all counsel of record.

Dated: July 10, 2026

Respectfully submitted,

By: */s/ Steven Sukert*
Steven Sukert, NY Bar No. 5690532

Jeff Ostrow
KOPELOWITZ OSTROW P.A.
One West Las Olas Blvd., Suite 500
Fort Lauderdale, Florida 33301
Tel.: (954) 332.4200
sukert@kolawyers.com
ostrow@kolawyers.com

Sonal Jain, NY Bar No. 5855275
Tyler J. Bean
SIRI & GLIMSTAD LLP
745 Fifth Avenue, Suite 500
New York, New York 10151
Tel.: (212) 532-1091
sjain@sirillp.com
tbean@sirillp.com

Mark K. Svensson, NY Bar No. 5974290
MILBERG, PLLC
405 East 50th Street
New York, New York 10022
Tel.: (202) 975-0468
msvensson@milberg.com

A. Brooke Murphy
MURPHY LAW FIRM
4116 Will Rogers Pkwy, Suite 700
Oklahoma City, OK 73108
Tel: (405) 389-4989
abm@murphylegalfirm.com

Proposed Class Counsel