

**UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF COLUMBIA**

MONIQUE SANDERS, DARLA SOICH,  
and CHRISTOPHER HARRISON,  
individually and on behalf of all others  
similarly situated,

Plaintiffs,

v.

IBEX GLOBAL SOLUTIONS, INC., and  
IBEX LIMITED,

Defendants.

Case No. 1:22-cv-00591-TNM

**MEMORANDUM OF POINTS AND AUTHORITIES  
IN SUPPORT OF PLAINTIFFS' UNOPPOSED MOTION FOR AN  
AWARD OF ATTORNEYS' FEES AND REIMBURSEMENT  
OF LITIGATION EXPENSES AND SERVICE AWARDS TO PLAINTIFFS**

**TABLE OF CONTENTS**

I. INTRODUCTION ..... 1

II. FACTUAL AND PROCEDURAL BACKGROUND..... 4

    A. The Data Incident..... 4

    B. The Litigation, Mediation, and Settlement ..... 4

    C. The Settlement Benefits ..... 6

        1. Identity Theft Protection and Credit Monitoring Package..... 6

        2. Cash Payments ..... 7

        3. Confirmatory Discovery and Remedial Measures ..... 8

    D. Class Counsel’s Fee Request ..... 9

III. ARGUMENT AND AUTHORITIES..... 9

    A. CLASS COUNSEL’S REQUEST FOR ATTORNEYS’ FEES MERITS THE COURT’S APPROVAL ..... 9

        1. Class Counsel are Entitled to an Award of Attorneys’ Fees from the Common Fund ..... 9

        2. A Reasonable Percentage of the Fund Recovered is the Appropriate Method for Awarding Attorneys’ Fees in Common Fund Cases in this District..... 10

        3. Analysis Under the Percentage Method and the Factors Followed by this Court Support the Requested Fee Award..... 11

            i. The Size of the Fund and the Number of Persons Benefitted Support the Requested Fee Award..... 11

            ii. The Absence of Objections to Date Supports Approval..... 12

            iii. The Skill and Efficiency of the Attorneys Involved Support Approval of the Requested Attorneys’ Fees ..... 13

            iv. The Complexity and Duration of the Litigation Support Approval of the Fee Request..... 14

            v. The Risk of Non-Payment Supports the Fee Request..... 15

            vi. The Amount of Time Devoted to the Action by Class Counsel Supports Approval of the Requested Fee..... 17

            vii. The Requested Fee Award is Comparable to Attorney’s Fees Awarded in Similar Cases..... 19

B. CLASS COUNSEL’S EXPENSES ARE REASONABLE AND WERE  
NECESSARILY INCURRED TO ACHIEVE THE BENEFIT OBTAINED ..... 21

C. CLASS REPRESENTATIVES’ SERVICE AWARDS ARE WARRANTED..... 22

IV. CONCLUSION..... 24

**TABLE OF AUTHORITIES**

**CASES**

*Abrams v. Lightolier Inc.*,  
 50 F.3d 1204 (3d Cir. 1995)..... 22

*Anderson v. Merit Energy Co.*,  
 No. 07-CV-00916-LTB, 2009 WL 3378526 (D. Colo. Oct. 20, 2009)..... 13

*Anixter v. Home-Stake Prod. Co.*,  
 77 F.3d 1215 (10th Cir. 1996).....16

*Backman v. Polaroid Corp.*,  
 910 F.2d 10 (1st Cir. 1990) ..... 17

*Bentley v. Legent Corp.*,  
 849 F. Supp. 429 (E.D. Va. 1994)..... 16

*Blum v. Stenson*,  
 465 U.S. 886 (1984) ..... 10

*Boeing Co. v. Van Gemert*,  
 444 U.S. 472 (1980) ..... 9

*Bratcher v. Bray-Doyle Indep. Sch. Dist. No. 42 of Stephens Cty., Okl.*,  
 8 F.3d 722 (10th Cir. 1993)..... 22

*Carrillo v. Dandan Inc.*,  
 51 F. Supp. 3d 124 (D.D.C. 2014) ..... 20

*Cohen v. Chilcott*,  
 522 F. Supp. 2d 105 (D.D.C. 2007) ..... 22

*Cook v. Niedert*,  
 142 F.3d 1004 (7th Cir.1998)..... 23

*Culbertson, et al., v. Deloitte Consulting LLP*,  
 Case No. 20-cv-3962-LJL (Feb. 16, 2022) ..... 12

*Eley v. Stadium Grp., LLC*,  
 236 F. Supp. 3d 59 (D.D.C. 2017) ..... 20

*Fleisher v. Phoenix Life Ins. Co.*,  
 No. 11-8405, 2015 WL 10847814 (S.D.N.Y. Sept. 9, 2015)..... 19

*Frank v. Eastman Kodak Co.*,  
 228 F.R.D. 174 (W.D.N.Y. 2005) ..... 24

*Gottlieb v. Barry*,  
 43 F.3d 474 (10th Cir. 1994)..... 21

*Howard v. Liquidity Servs. Inc.*,  
 No. CV 14-1183 (BAH), 2018 WL 4853898 (D.D.C. Oct. 5, 2018)..... 13

*Hubbard v. Donahoe*,  
 958 F. Supp. 2d 116 (D.D.C. 2013) ..... 10

*Hutton v. Nat’l Bd. of Exam’rs in Optometry, Inc.*,  
 No. JKB-16-3025, 2019 WL 3183651 (D. Md. July 15, 2019) ..... 20

*In re Activision Sec. Litig.*,  
 723 F. Supp. 1373 (N.D. Cal. 1989) ..... 20

*In re Apple Comput. Sec. Litig.*,  
 No. 84-cv-20148, 1991 WL 238298 (N.D. Cal. Sept. 6, 1991) ..... 16

*In re Arby's Rest. Grp., Inc. Data Sec. Litig.*,  
 No. 1:17-cv-1035-WMR, 2019 WL 2720818 (N.D. Ga. June 6, 2019) ..... 20

*In re Baan Co. Sec. Litig.*,  
 288 F. Supp. 2d 14 (D.D.C. 2003) ..... 9, 10

*In re Black Farmers Discrimination Litig.*,  
 953 F. Supp. 2d 82 (D.D.C. 2013) ..... 10, 18

*In re Citigroup Inc. Bond Litig.*,  
 988 F. Supp.2d 371 (S.D.N.Y. 2013)..... 15

*In re Facebook Biometric Info. Priv. Litig.*,  
 2022 WL 822923 (9th Cir. Mar. 17, 2022) ..... 19

*In re Fed. Nat’l Mortg. Ass’n Sec. Derivative, & “ERISA” Litig.*,  
 4 F. Supp. 3d 94 (D.D.C. 2013) ..... passim

*In re Honest Mktg. Litig.*,  
 No. 16-01125, 2017 WL 8780329 (S.D.N.Y. Dec. 8, 2017) ..... 24

*In re JDS Uniphase Corp. Sec. Litig.*,  
 No. 02-cv-1486 CW, 2007 WL 4788556 (N.D. Cal. Nov. 27, 2007) ..... 17

*In re Lorazepam & Clorazepate Antitrust Litig.*,  
 MDL No. 1290 (TFH), 2003 WL 22037741 (D.D.C. 2003)..... passim

*In re M.D.C. Holdings Sec. Litig.*,  
 No. CV89-0090 E (M), 1990 WL 454747 (S.D. Cal. Aug. 30, 1990)..... 21

*In re NASDAQ Mkt.-Makers Antitrust Litig.*,  
 187 F.R.D. 465 (S.D.N.Y. 1998) ..... 15

*In re Online DVD-Rental Antitrust Litig.*,  
 779 F.3d 934 (9th Cir. 2015)..... 24

*In re Oracle Corp. Sec Litig.*,  
 627 F.3d 376 (9th Cir. 2010)..... 17

*In re Prudential Ins. Co. of Am. Sales Practices Litig.*,  
 148 F.3d 283 (3d Cir.1998)..... 19

*In re Sonic Corp. Customer Data Sec. Breach Litig.*,  
 1:17-MD-2807, 2019 WL 3773737 (N.D. Ohio Aug. 12, 2019)..... 20

*In re Union Carbide Corp. Consumer Products Bus. Sec. Litig.*,  
 724 F. Supp. 160 (S.D.N.Y. 1989)..... 11

*In re Vitamins Antitrust Litig.*,  
 MDL No. 1285, 2001 WL 34312839 (D.D.C. July 16, 2001)..... 21, 22

*In re Volkswagen “Clean Diesel” Mktg., Sales Practices, & Prods. Liab. Litig.*,  
 MDL No. 2673 CRB (JSC), 2017 WL 1352859 (N.D. Cal. Apr. 12, 2017)..... 19

*In re Yahoo Mail Litig.*,  
 No. 13-4980, 2016 WL 4474612 (N.D. Cal. Aug. 25, 2016)..... 24

*In re: Solara Medical Supplies Data Breach Litig.*,  
 Case No. 3:19-cv-02284-H-KSC (Sept. 12, 2022)..... 12

*In re: The Home Depot, Inc., Customer Data Security Breach Litig.*,  
 1:14-md-02583-TWT, Dkt. 385 (N.D. Ga. Dec. 12, 2019) ..... 20

*Johansson-Dohrmann v. Cbr Systems, Inc.*,  
 2013 WL 3864341 (S.D. Cal. July 24, 2013)..... 24

*Kifafi v. Hilton Hotels Ret. Plan*,  
 999 F. Supp. 2d 88 (D.D.C. 2013) ..... 10

*Kirchoff v. Flynn*,  
 786 F.2d 320 (7th Cir. 1986)..... 11, 21

*Landy v. Amsterdam*,  
 815 F.2d 925 (3d Cir. 1987)..... 16

*Maley v. Dale Global Techs. Corp.*,  
 186 F. Supp. 2d 358 (S.D.N.Y. 2002)..... 19

*Pinto v. Princess Cruise Lines, Ltd.*,  
 513 F. Supp. 2d 1334 (S.D. Fla. 2007)..... 21

*Robbins v. Koger Props., Inc.*,  
 116 F.3d 1441 (11th Cir. 1997)..... 16

*Sackin v. TransPerfect Global, Inc.*,  
 Case No. 1:17-cv-01469-LGS (Dec. 14, 2018)..... 12

*Sanz v. Johnny Utah 51 LLC*,  
 No. 14-CV-4380 (JMF), 2015 WL 1808935 (S.D.N.Y. Apr. 20, 2015)..... 24

*Sarceno v. Choi*,  
 78 F. Supp. 3d 446 (D.D.C. 2015) ..... 20

*Stanger v. China Elec. Motor, Inc.*,  
 812 F.3d 73 (9th Cir. 2016)..... 16

*Swedish Hosp. Corp. v. Shalala*,  
 1 F.3d 1261 (D.C. Cir. 1993) ..... 10



*Thornberry v. Delta Air Lines, Inc.*,  
676 F.2d 1240 (9th Cir. 1982)..... 22

*Trombley v. Nat'l City Bank*,  
826 F. Supp. 2d 179 (D.D.C. 2011) ..... 15

*Van Vranken v. Atl. Richfield Co.*,  
901 F. Supp. 294 (N.D. Cal. 1995) ..... 19

*Velez v. Novartis Pharm. Corp.*,  
No. 04-09194, 2010 WL 4877852 (S.D.N.Y. Nov. 30, 2010)..... 20

*Vincent v. Hughes Air West, Inc.*,  
557 F.2d 759 (9th Cir. 1977) ..... 10

*Vizcaino v. Microsoft Corp.*,  
290 F.3d 1043 (9th Cir. 2002)..... 16

*Zellagui v. MCD Pizza, Inc.*,  
59 F. Supp. 3d 712 (E.D. Pa. 2014) ..... 20

**TREATISES**

Richard Posner, *Economic Analysis of Law*, §21.9 (3d ed. 1986) ..... 15

Plaintiff Monique Sanders, Plaintiff Darla Soich, and Plaintiff Christopher Harrison (collectively, “Plaintiffs”), individually and on behalf of the putative class, submit this Memorandum of Points and Authorities in Support of Plaintiffs’ Unopposed Motion for Award of Attorney’s Fees and Reimbursement of Litigation Expenses, and Service Awards to Plaintiffs.

## I. INTRODUCTION

On November 17, 2022, this Court preliminarily approved a settlement between Plaintiffs, on the one hand, and Defendant Ibox Global Solutions, Inc. and Defendant Ibox Limited (collectively, “Defendants” or “Ibox”), on the other hand. *See* Order Granting Preliminary Approval of Class Action Settlement and Approving Notice Program (ECF No. 25). The Settlement provides immediate and significant benefits to the Settlement Class while avoiding the delay and uncertainty of protracted litigation.<sup>1</sup> The Settlement represents an outstanding result for the Settlement Class, particularly in light of the complex nature of the Action and the uncertainty of success.

First, pursuant to the Settlement Agreement, all Settlement Class Members are eligible to receive five (5) years of 3-Credit Bureau Monitoring provided by Experian. SA, ¶ 58.<sup>2</sup> This service includes: (i) daily three-bureau credit monitoring with Equifax, Experian, and Transunion; (ii) identity restoration services; (iii) and \$1,000,000 in identity theft insurance, among many other features. SA, ¶ 58. The retail price of this package is \$24.99 per month.<sup>3</sup> Thus, this Settlement

---

<sup>1</sup> Unless otherwise stated, all capitalized terms shall have the definitions set forth in the Settlement Agreement and Release (“Settlement Agreement” or “Settlement”) attached as Exhibit “A” to the Declaration of William B. Federman in Support of Plaintiffs’ Unopposed Motion for Preliminary Approval of Settlement (ECF No. 24-1).

<sup>2</sup> Citations to the Settlement Agreement are abbreviated herein as “SA, ¶ \_.”

<sup>3</sup> *See* <https://www.experian.com/consumer-products/compare-identity-theft-products.html>.

category *alone* provides a benefit worth approximately \$1,499.40 to each Settlement Class Member.<sup>4</sup>

Second, the Settlement provides Settlement Class Members with direct monetary relief. Eligible Settlement Class Members may submit claims for *all* of the following benefits: (i) reimbursement of Out-of-Pocket Losses (up to \$5,000.00 per Settlement Class Member); (ii) reimbursement for up to five (5) hours of time spent responding to the Data Incident at a rate of \$25.00 per hour, for a total possible payment of \$125.00 per Class Member; and (iii) a cash payment of \$100.00 upon showing evidence of Identity Theft or Data Misuse. SA, ¶¶ 53, 55, 59. Settlement Class Members may submit a claim for any combination of the items listed above with cash payments subject to a generous individual cap of \$5,000.00 per Settlement Class Member. SA, ¶ 67.

Moreover, as part of the Settlement, Ibex agreed to provide detailed confirmatory discovery evidencing remedial measures Defendants put in place following the Data Incident. The enhanced business practices and security improvements are designed to maintain Ibex's security posture, to provide protection against threats now and in the future, including with respect to current and former employee PII, and thus inure to the benefit of the Settlement Class.

Class Counsel fought hard to secure these benefits for the Settlement Class, all on a risky contingency basis. As compensation for Class Counsel's work, Class Counsel's investment in this litigation, and in recognition of the risks Class Counsel faced, Class Counsel request an award of attorneys' fees of twenty-eight percent (28%) of the Settlement Fund. *See* Declaration of William B. Federman in Support of Plaintiffs' Unopposed Motion for Award of Attorney's Fees and

---

<sup>4</sup> Because the Settlement will provide services to a large number of individuals, the Parties have negotiated with Experian to receive discounted bulk pricing for this benefit to reduce the cost to be paid from the Settlement Fund.

Reimbursement of Litigation Expenses, and Service Awards to Plaintiffs (“Federman Decl.”) ¶ 26, attached hereto as Exhibit 1. Pursuant to the terms of the Settlement Agreement, and as stated in the Notice disseminated to the potential Settlement Class, Class Counsel were authorized to request up to thirty percent (30%) of the Settlement Fund. However, to provide an even larger benefit to the Settlement Class, Class Counsel reduced their requested amount of attorneys’ fees to twenty-eight percent (28%) of the Settlement Fund. Federman Decl. ¶ 8. Class Counsel have not received any compensation for their successful prosecution of this case, which required hundreds of hours of billable time. Federman Decl. ¶ 15. As discussed below, the requested fee is supported by each of the factors applied by the D.C. Circuit in assessing the reasonableness of a requested fee from a common fund.

Additionally, Class Counsel seek collective reimbursement of out-of-pocket litigation expenses incurred in connection with the prosecution of this action in the amount of \$10,039.44. *See* Federman Decl. ¶ 20. These expenses, including court filings fees, legal research fees, and mediation fees, were reasonable and necessary for the successful prosecution of the Action. *Id.* Pursuant to the terms of the Settlement Agreement and the Notices disseminated to the potential Settlement Class, Class Counsel were authorized to request up to \$30,000.00 in reimbursement of expenses. SA, ¶ 95.

Lastly, Class Counsel request service awards of \$4,000.00 for each of the Class Representatives for their considerable efforts and time spent securing the Settlement on behalf of the Class. The requested service awards are reasonable and fall in line with service awards granted in similar matters. Indeed, the service awards are warranted, especially when considering the amount of time the Class Representatives spent in furtherance of this Action, without which there would be no Settlement. *See* Federman Decl. ¶¶ 23–25.

For the reasons set forth herein, Class Counsel respectfully request this Court award \$672,000.00 in attorneys' fees, \$10,039.44 in expenses, and the requested service awards of \$4,000.00 to each of the three Class Representatives.

## **II. FACTUAL AND PROCEDURAL BACKGROUND**

### **A. The Data Incident**

This litigation stems from a malware attack launched on Defendants' systems. *See* Class Action Complaint ("Compl.") ¶ 4, (ECF No. 1). Through an investigation initiated by Ibex, it was determined that certain files on Ibex's systems may have been accessed without authorization between July 27, 2020, and August 17, 2020 (the "Data Incident"). Compl. ¶ 4. One or more of the impacted files contained the personally identifiable information ("PII") of 174,826 individuals. Compl. ¶ 4. According to Defendants, such PII included names, addresses, dates of birth, Social Security numbers, and medical information. Compl. ¶ 5. Plaintiffs received formal notice of the Data Incident on or around August 6, 2021, and commenced this class action lawsuit, alleging Defendants failed to sufficiently protect their PII. Compl. ¶¶ 12, 17, 25.

### **B. The Litigation, Mediation, and Settlement**

On March 3, 2022, Plaintiffs filed a detailed Class Action Complaint on behalf of Plaintiffs and the Class (ECF No. 1). The Complaint was the result of considerable work from Class Counsel, including: (i) detailed conversations with and reviews of documents from Plaintiffs Sanders, Harrison, and Soich, as well as other Class Members; (ii) research into publicly available information about the Data Incident, including a review of information Ibex provided to state attorneys general; and (iii) research into industry-standard data security practices and standards.

Following service of the Complaint on Defendants, the Parties communicated concerning the allegations and case schedule. Rather than engage in protracted litigation, counsel for the

Parties opened a dialogue and began considering possible options for reaching an early resolution of the case. In furtherance of this objective, the Parties exchanged informal discovery, exchanged detailed pre-mediation materials, and scheduled a mediation session with experienced mediator, the Honorable John W. Thornton (Ret.).

On June 6, 2022, the Parties attended their first full-day mediation session with Judge Thornton. Although the mediation went late into the evening hours, the Parties were unable to reach a resolution. However, meaningful progress was made at this initial mediation session. The Parties continued settlement negotiations and continued to exchange information.

On July 13, 2022, the Parties participated in their second full-day mediation session with Judge Thornton. Although the Parties made additional progress, at the conclusion of the second mediation, the Parties still had not reached a resolution. At that time, Judge Thornton presented the Parties with a mediator's proposal for a settlement. Both Parties accepted Judge Thornton's proposal to settle the Action for a non-reversionary common fund of \$2,400,000.00, subject to executing formal settlement documents and the Court's approval of the Settlement.

Thereafter, Class Counsel spent extensive time negotiating the specific settlement terms, soliciting bids and selecting a proposed settlement administrator, establishing a detailed notice program, drafting a settlement agreement (including exhibits, proposed notices, a claim form, and proposed order), and drafting a motion for preliminary approval of the Settlement. On October 24, 2022, the Settlement Agreement was finalized and submitted to the Court, along with the motion for preliminary approval. *See* ECF Nos. 22–24.

On November 17, 2022, the Court entered an Order preliminarily approving the Settlement and finding, subject to the Final Approval Hearing, that the Settlement reached is “fair, reasonable,

adequate, and in the best interests of the Settlement Class.” *See* Order Granting Preliminary Approval of Class Action Settlement and Approving Notice Program (ECF No. 25).

### **C. The Settlement Benefits**

The Settlement provides exceptional relief for the Settlement Class including both monetary and non-monetary relief. SA, ¶¶ 53, 55, 58–59. Specifically, the Settlement establishes a substantial \$2,400,000.00 non-reversionary Settlement Fund that will be used to pay Approved Claims, notice and administration costs, attorneys’ fees and expenses (as approved by the Court), and applicable taxes. SA, ¶¶ 51, 93, 95. In addition to the significant monetary benefits, there are noteworthy non-monetary benefits included in the Settlement. Each Settlement Class Member is eligible to receive five (5) years of credit monitoring and identity theft protection services offered through Experian. SA, ¶ 58. These services include daily three-bureau credit monitoring, \$1,000,000 in identity theft insurance, and identity restoration assistance, among many other features. SA, ¶ 58. Further, as part of the Settlement, Ibex has provided detailed confirmatory discovery evidencing data security improvements Defendants have implemented to help protect Class Members’ PII going forward.

These benefits represent an excellent recovery for the Settlement Class. In truth, it is unlikely that Plaintiffs could have obtained more for the Settlement Class had they prevailed at trial.

#### **1. Identity Theft Protection and Credit Monitoring Package**

All Settlement Class Members are entitled to receive five (5) years of Credit Monitoring and Identity Theft Protection Services provided by Experian. A Settlement Class Member need only complete a simple enrollment form to activate this benefit. *See* SA at Exhibits 3–4. The Credit Monitoring and Identity Theft Protection Services provide Settlement Class Members with five (5)

years of extensive credit monitoring and privacy protection, including, among other features: daily three-bureau credit monitoring and alerts with Equifax, Experian, and TransUnion; identity restoration services; and \$1 million in identity theft insurance. *See* SA, ¶ 58. The retail price of this Experian package is \$24.99 per month.<sup>5</sup> Accordingly, this Settlement category alone provides a benefit worth approximately \$1,499.40 to each Settlement Class Member.

The Settlement Fund fully funds the cost of the Credit Monitoring and Identity Theft Protection Services Package. Importantly, however, because the Settlement will provide services to a large number of individuals, the Parties negotiated with Experian to receive discounted bulk pricing for this benefit to materially reduce the cost to be paid from the Settlement Fund.

## **2. Cash Payments**

In addition to the Identity Theft Protection and Credit Monitoring, the Settlement Fund will pay for the following fair and reasonable cash payments to eligible Settlement Class Members:

Reimbursement of Out-Of-Pocket Expenses: Settlement Class Members who suffered Out-of-Pocket Expenses because of the Data Incident, and who can provide reasonable documentation for such expenses or losses, will be eligible for a payment of the amount of loss up to five thousand dollars (\$5,000). SA, ¶ 53.

Reimbursement for Time Spent: Settlement Class Members who spent time in response to the Data Incident will be eligible for reimbursement of up to five (5) hours of time spent at a rate of twenty-five dollars (\$25.00) per hour, for a total reimbursement of up to \$125.00 per Class Member. To receive this payment, a Settlement Class Member need only provide a brief description of the action taken in response to the Data Incident and the time associated with the actions. SA, ¶ 55. Claims made for lost time can be combined with any other Settlement benefit but are subject

---

<sup>5</sup> *See* <https://www.experian.com/consumer-products/compare-identity-theft-products.html>.



to the \$5,000.00 per Class Member cap. Significantly, *no* supporting documentation is required for Class Members to receive payment for Lost Time.

Cash Payments for Identity Theft or Data Misuse: Settlement Class Members are also eligible to receive a Cash Payment for Identity Theft or Data Misuse of \$100.00. SA, ¶ 59. To receive the Cash Payment for Identity Theft or Data Misuse, Settlement Class Members will submit a valid Claim Form that includes documentation demonstrating the Settlement Class Member experienced actual or attempted identity theft or other verifiable misuse, including receiving fraud alerts or alerts of information being on the dark web. SA, ¶ 59. An individual may submit a Claim Form for a Cash Payment for Identity Theft or Data Misuse along with any other Settlement benefit as long as the aggregate cash payment does not exceed \$5,000.00 per Claimant. SA, ¶ 59.

### **3. Confirmatory Discovery and Remedial Measures**

Pursuant to the Settlement, Ibex has provided Class Counsel with Confirmatory Discovery to further confirm that Ibex has implemented enhancements to its security posture sufficient to effectively remediate the issues that allowed the Data Incident to occur. The Confirmatory Discovery included: (1) documents demonstrating Ibex's security posture prior to the Data Incident and as it exists now, including policies, procedures and training materials; (2) correspondence with state attorneys general regarding the Data Incident and Ibex's response thereto; (3) documents sufficient to show that Settlement Class Members' personal information is no longer in the possession of any third party(ies) and has been deleted; (4) documents showing the remedial measures taken by Ibex in response to the Data Incident and the cost of the remedial measures to date; and (5) other documents that reasonably established to Class Counsel that Ibex has implemented measures to protect Settlement Class Members' personal information from further unlawful intrusions. *See* SA, ¶ 71.

#### **D. Class Counsel's Fee and Expense Request**

In recognition of Class Counsel's meritorious endeavors in prosecuting the current action, the Settlement Agreement permits Class Counsel to seek an award of attorneys' fees in the amount of 30% of the Settlement Fund and reimbursement of litigation expenses in an amount not to exceed \$30,000.00. SA, ¶ 95. However, Class Counsel only request 28% of the Settlement Fund in attorneys' fees and only seek reimbursement of \$10,039.44 in reimbursement of litigation expenses. Federman Decl. ¶¶ 8, 22. Pursuant to the Settlement Agreement, Class Counsel also requests Service Awards of \$4,000.00 for each of the three Class Representatives for the effort and time they devoted on behalf of the Class. SA, ¶ 93.

As summarized above and as will be further discussed in the final approval briefing, this is a strong Settlement that provides significant benefits to the Class. Class Counsel maintains that the requested fees, expense reimbursement, and Service Awards are reasonable and appropriate.

### **III. ARGUMENT AND AUTHORITIES**

#### **A. CLASS COUNSEL'S REQUEST FOR ATTORNEYS' FEES MERITS THE COURT'S APPROVAL**

##### **1. Class Counsel are Entitled to an Award of Attorneys' Fees from the Common Fund**

It is well-settled that attorneys who represent a class and achieve a common fund benefit for class members are entitled to a reasonable fee as compensation for their services. In fact, the Supreme Court has recognized that "a lawyer who recovers a common fund for the benefit of persons other than himself or his client is entitled to a reasonable attorney's fee from the fund as a whole." *Boeing Co. v. Van Gemert*, 444 U.S. 472, 478 (1980); *see also In re Baan Co. Sec. Litig.*, 288 F. Supp. 2d 14, 16 (D.D.C. 2003) (quoting *Boeing Co.*, 444 U.S. at 478). Indeed, the common fund doctrine allows an "attorney whose efforts created, increased or preserved a fund 'to recover

from the fund the costs of his litigation, including attorneys' fees.” *In re Baan Co. Sec. Litig.*, 288 F. Supp. 2d at 16 (quoting *Vincent v. Hughes Air West, Inc.*, 557 F.2d 759, 769 (9th Cir. 1977)).

**2. A Reasonable Percentage of the Fund Recovered is the Appropriate Method for Awarding Attorneys' Fees in Common Fund Cases in this District**

In *Blum v. Stenson*, 465 U.S. 886 (1984), the Supreme Court recognized that under the common fund doctrine a reasonable fee may be based “on a percentage of the fund bestowed on the class. . .” *Id.* at 900 n.16. The percentage-of-recovery method has become the preferred method in federal courts nationwide and is the preferred method of the D.C. Circuit.<sup>6</sup> See *In re Fed. Nat'l Mortg. Ass'n Sec. Derivative, & “ERISA” Litig.*, 4 F. Supp. 3d 94, 110 (D.D.C. 2013) (“[O]ur Circuit has joined other circuits in concluding that ‘a percentage-of-the-fund method is the appropriate’” method for awarding attorneys’ fees in common fund cases) (quoting *Swedish Hosp. Corp. v. Shalala*, 1 F.3d 1261, 1265, 1271 (D.C. Cir. 1993)); *Kifafi v. Hilton Hotels Ret. Plan*, 999 F. Supp. 2d 88, 95 (D.D.C. 2013) (“[I]n class action cases in which the plaintiff class recovers benefits from a common fund, the favored method of calculating attorneys’ fees is to award a percentage of the fund.”); *Hubbard v. Donahoe*, 958 F. Supp. 2d 116, 124 (D.D.C. 2013) (“[T]he percentage of recovery method is superior to the lodestar method for determining attorneys’ fee awards in common fund cases.”).

Compensating counsel in common fund cases on a percentage basis closely aligns the interests of the lawyers in being paid a fair fee with the interests of the class in achieving the maximum possible recovery in the shortest amount of time. See *In re Lorazepam & Clorazepate Antitrust Litig.*, MDL No. 1290 (TFH), 2003 WL 22037741, at \*7 (D.D.C. 2003) (holding that the

---

<sup>6</sup> In this Circuit, the Court is not required to undertake a lodestar cross-check. See *In re Black Farmers Discrimination Litig.*, 953 F. Supp. 2d 82, 101 (D.D.C. 2013) (“In this circuit, such a lodestar crosscheck is not required . . . although district courts are free to employ such a cross-check at their discretion[.]”) (internal citations omitted).

benefit of applying a percentage of the fund is that it “directly aligns the interests of the Class and its counsel . . . for the efficient prosecution and early resolution of litigation, which clearly benefits both litigants and the judicial system”); *Kirchoff v. Flynn*, 786 F.2d 320, 325-26 (7th Cir. 1986) (a contingency fee “automatically aligns interests of lawyer and client, rewards exceptional success, and penalizes failure”).<sup>7</sup>

Thus, Class Counsel’s request for a percentage of the common fund is appropriate and is the preferred method for compensating Class Counsel.

### **3. Analysis Under the Percentage Method and the Factors Followed by this Court Support the Requested Fee Award**

Class Counsel’s request for a fee award of twenty-eight percent (28%) of the Settlement Fund is eminently reasonable, as it readily satisfies the following factors, which are often used by the D.C. Circuit to evaluate the reasonableness of a requested fee: (1) the size of the fund created and the number of persons benefitted; (2) the presence or absence of objections by members of the class to the settlement terms and/or fees requested by counsel; (3) the skill and efficiency of the attorneys involved; (4) the complexity and duration of the litigation; (5) the risk of nonpayment; (6) the amount of time devoted to the case by plaintiffs’ counsel; and (7) the awards in similar cases. *In re Fed. Nat’l Mortg. Ass’n*, 4 F. Supp. 3d at 110–11; *In re Lorazepam & Clorazepate Antitrust Litig.*, 2003 WL 22037741, at \*8. As set forth below, all the above factors militate in favor of approving the requested fee.

#### **i. The Size of the Fund and the Number of Persons Benefitted Support the Requested Fee Award**

---

<sup>7</sup> See also *In re Union Carbide Corp. Consumer Products Bus. Sec. Litig.*, 724 F. Supp. 160, 170 (S.D.N.Y. 1989) (“[S]traight contingent fee awards [are] bereft of largely judgmental and time-wasting computations of lodestars and multipliers”).

The substantial size of the common fund and the number of persons benefitted weigh in favor of the requested fee. A non-reversionary common fund of \$2.4 million has been established to provide benefits for Settlement Class Members. SA, ¶ 47. Under the Settlement, all 174,826 Class Members are eligible to receive five (5) years of Credit Monitoring and Identity Theft Protection Services and up to \$5,000.00 in cash payments. SA, ¶¶ 53–60.

Moreover, the requested fee award of 28% (\$672,000.00) is notably less than what has been paid by courts in similar data breach settlements. *See, e.g., Culbertson, et al., v. Deloitte Consulting LLP*, slip ‘op, Case No. 20-cv-3962-LJL (Feb. 16, 2022) (ECF No. 159) (awarding \$1,649,835 in attorneys’ fees, equaling 33.33%, in data breach class action where settlement had a common fund value of \$4.95 million); *Sackin v. TransPerfect Global, Inc.*, slip op., Case No. 1:17-cv-01469-LGS (Dec. 14, 2018) (ECF No. 74) (awarding \$715,000 in fees and \$17,748.95 in expenses in a settlement that provided lesser benefits, no common fund, and where the class was less than 5,000 members); *In re: Solara Medical Supplies Data Breach Litig.*, slip ‘op, Case No. 3:19-cv-02284-H-KSC (Sept. 12, 2022) (ECF No. 150) (awarding \$2,300,000 in attorneys’ fees and \$278,021.35 in expenses where settlement fund totaled \$5.06 million).

When viewed in this context, it is evident that this factor weighs in favor of the requested award. Here, all members of the Settlement Class are eligible to receive significant benefits that support the requested fee.

**ii. The Absence of Objections to Date Supports Approval**

Notice of the Settlement was directly provided to Class Members by direct mail or email and with Notice further disseminated via the Settlement Website. SA, ¶¶ 74–76. Class Members were informed in the Notice that Class Counsel would apply for attorneys’ fees in an amount up to 30% of the Settlement Fund (\$720,000.00) and for reimbursement of litigation expenses up to

\$30,000. *See* SA, ¶¶ 22, 75; *id.* at Exhibits 1–2. The Notice plainly advises Class Members of their right to object to Class Counsel’s fee and expense request. *See* SA at Exhibits 1–2. To date, there have been *no* objections to payment of these fees and expenses, which are larger than the amounts Class Counsel are herein requesting. *See* Federman Decl. ¶ 9. The lack of objections received to date supports approval of the requested award for attorneys’ fees. *See Anderson v. Merit Energy Co.*, No. 07-CV-00916-LTB, 2009 WL 3378526, at \*3 (D. Colo. Oct. 20, 2009) (“The absence of any Class members’ objection is an additional factor that supports this Court’s approval of the requested attorneys’ fees.”); *see, e.g., Howard v. Liquidity Servs. Inc.*, No. CV 14-1183 (BAH), 2018 WL 4853898, at \*7 (D.D.C. Oct. 5, 2018) (finding support for attorneys’ fees in the absence of objections to the request).

**iii. The Skill and Efficiency of the Attorneys Involved Support Approval of the Requested Attorneys’ Fees**

Zealous advocacy and innovative legal skills were required to achieve the favorable Settlement. This is a complex data breach case that involves legal issues that are rapidly changing and evolving as new laws and precedent develop. It took highly skilled counsel to represent the Class and bring about the recovery that has been obtained. Class Counsel have not only used their knowledge, skill, and experiences from prior cases, but they were also compelled to develop case-specific expertise on the subject matters presented here – *i.e.*, the type of PII compromised, the number of individuals affected, the method of the Data Incident, and the ramifications of the Data Incident. The favorable Settlement is attributable in substantial part to the diligence, skill, and hard work of Class Counsel.

As demonstrated by their respective firm resumes, Class Counsel are renowned advocates with a proven track record of success. Federman Decl. ¶ 18; *id.* at Exhibits 1–3. Class Counsel submit that the skill of the attorneys involved, the quality of their efforts, their extensive experience

in class actions, and their commitment to negotiating a favorable Settlement through two mediation sessions were essential to their success. *See Fed. Nat'l Mortg. Ass'n*, 4 F. Supp. 3d at 112 (“the skill and performance of the attorneys also justifies approval of a substantial fee in this case” where “[p]laintiffs’ counsel included firms and attorneys with a great deal of experience in complex class action and securities litigation”).

Courts also recognize that the quality of opposing counsel is important in evaluating the quality of plaintiffs’ counsel’s work. *See id.* (noting that the “best testament” to counsel’s effectiveness was “battling opposing counsel at the very top of the defense bar”). Here, Defendants are represented by highly skilled and capable counsel from Gordon Rees Scully Mansukhani, LLP, a law firm with a national reputation for vigorous advocacy in the defense of complex class actions such as this.<sup>8</sup>

Moreover, Class Counsel prosecuted the Action expeditiously and efficiently. Plaintiffs’ Complaint was filed March 3, 2022, and the Settlement Agreement was signed less than eight (8) months later. The parties avoided engaging in the uncertainty and cost of lengthy litigation, which inured to the benefit of the Settlement Class.

Accordingly, the skill and efficiency of the attorneys involved supports approval.

**iv. The Complexity and Duration of the Litigation Support Approval of the Fee Request**

The complexity and duration of the Action is another factor this Court should consider, and one that further supports the requested fee. *See id.* at 111 (noting complexity and duration of the litigation were among the most significant factors in approving attorneys’ fee request).

---

<sup>8</sup> *See* <https://www.grsm.com/practices/class-action>.

Even though the duration of the litigation was relatively short, this does not mean the Action was any less complex. *See Trombley v. Nat'l City Bank*, 826 F. Supp. 2d 179, 205 (D.D.C. 2011) (finding that “[a]lthough the duration of litigation was relatively short (there were no dispositive motions filed), the issues to be resolved in th[e] case were complex.”). Indeed, class action data breach litigation is regularly acknowledged to be particularly complex and expensive, usually requiring expert testimony on multiple issues, including class certification and damages. *In re NASDAQ Mkt.-Makers Antitrust Litig.*, 187 F.R.D. 465, 477 (S.D.N.Y. 1998) (“[C]lass actions ‘have a well-deserved reputation as being most complex.’”). Although Plaintiffs and Class Counsel believe their claims would have ultimately prevailed on the merits, the factual and legal issues involved in this dispute are unquestionably complex and it is far from clear what the result would be if the case had proceeded to trial. *See, e.g., id.* at 477 (“There can be no doubt that this class action would be enormously expensive to continue, extraordinarily complex to try, and ultimately uncertain of result.”).

Only through effective advocacy, experienced counsel, and diligent preparation was such an excellent Settlement secured for the Settlement Class. Federman Decl. ¶¶ 12–18. Thus, this factor weighs in favor of approval. *See In re Citigroup Inc. Bond Litig.*, 988 F. Supp.2d 371, 379 (S.D.N.Y. 2013) (“The upshot is that the magnitude and complexity of the litigation also weigh in favor of a significant award.”).

**v. The Risk of Non-Payment Supports the Fee Request**

“It is an established practice in the private legal market to reward attorneys for taking the risk of non-payment by paying them a premium over their normal hourly rates for winning contingency cases.” Richard Posner, *Economic Analysis of Law*, §21.9, at 534-35 (3d ed. 1986). Accordingly, this Court and others have recognized that the determination of a fair fee must include



consideration of the contingent nature of the fee and the difficulties that were overcome in obtaining the settlement. *See, e.g., In re Fed. Nat'l Mortg. Ass'n*, 4 F. Supp. 3d at 112 (holding that the “high risk of nonpayment” militates in favor of the fee award); *Stanger v. China Elec. Motor, Inc.*, 812 F.3d 734, 741 (9th Cir. 2016) (“Risk multipliers incentivize attorneys to represent class clients, who might otherwise be denied access to counsel, on a contingency basis.”). Contingent fees that may exceed the market value of the services if rendered on a non-contingent basis are accepted in the legal profession as a legitimate way of assuring competent representation for plaintiffs who could not afford to pay on an hourly basis regardless of whether they win or lose. *Vizcaino v. Microsoft Corp.*, 290 F.3d 1043, 1047 (9th Cir. 2002).

Class Counsel undertook this Action on an entirely contingent fee basis, assuming a substantial risk that the litigation would potentially yield no recovery. In undertaking this responsibility, Class Counsel were duty-bound to devote sufficient time and resources to the prosecution of the Action. Indeed, Class Counsel have received no compensation during the course of this litigation, which has required counsel to incur hundreds of thousands of dollars in billable attorneys’ fees and expenses, all of which have gone unpaid. Federman Decl. ¶¶ 15, 20.

What is more, the outcome of this Action was far from predestined. Indeed, even if Class Counsel prevailed in surviving the motion to dismiss in its entirety, in certifying the putative class, and then further prevailed at trial, no judgment would have been secured until after rulings on the inevitable post-judgment motions and appeals became final – a process that would likely take years.<sup>9</sup> Class Counsel know from experience that despite the most vigorous and skillful efforts, a

---

<sup>9</sup> *See, e.g., Robbins v. Koger Props., Inc.*, 116 F.3d 1441 (11th Cir. 1997) (reversal of jury verdict of \$81 million after a 19-day trial); *Anixter v. Home-Stake Prod. Co.*, 77 F.3d 1215 (10th Cir. 1996) (overturning plaintiffs’ verdict following two decades of litigation); *In re Apple Comput. Sec. Litig.*, No. 84-cv-20148, 1991 WL 238298, at \*1-2 (N.D. Cal. Sept. 6, 1991) (\$100 million jury verdict vacated on post-trial motions); *see also Landy v. Amsterdam*, 815 F.2d 925 (3d Cir. 1987) (directed verdict for defendants after five years of litigation).

firm's success in contingent litigation, such as this, is by no means assured. There are many class actions in which plaintiffs' counsel have expended tens of thousands of hours and millions of dollars in expenses and have received nothing for their efforts. *See, e.g., In re Oracle Corp. Sec Litig.* 627 F.3d 376 (9th Cir. 2010) (affirming district court's order granting defendants' motion for summary judgment in class action); *In re JDS Uniphase Corp. Sec. Litig.*, No. 02-cv-1486 CW, 2007 WL 4788556 (N.D. Cal. Nov. 27, 2007) (defense verdict after years of litigation and four weeks of trial). Even judgments initially affirmed on appeal by an appellate panel do not guarantee recovery. *See, e.g., Backman v. Polaroid Corp.*, 910 F.2d 10 (1st Cir. 1990) (after 11 years of litigation and following a jury verdict for plaintiffs and an affirmance by a First Circuit panel, plaintiffs' claims were dismissed by an *en banc* decision and plaintiffs recovered nothing). Quite simply, it is one thing to plead a case, but it is another to maintain the case and present sufficient evidence on each element.

If not settled, the proposed Class faced the substantial risk of years of litigation and potential appeal with no guarantee of a greater recovery. Despite those challenges and uncertainties, Class Counsel achieved a significant result for the Class in the face of very real risks. Under these circumstances, this factor strongly favors approval of the requested fee.

**vi. The Amount of Time Devoted to the Action by Class Counsel Supports Approval of the Requested Fee**

Class Counsel have expended considerable time, more than 330 hours, investigating, prosecuting, and settling this Action. Federman Decl. ¶ 15. During these hours, Class Counsel (i) researched and drafted the complaint; (ii) conducted informal discovery, (including the review of relevant documents and information); (iii) prepared a thorough mediation statement and settlement demand; (iv) participated in two mediation sessions; (v) engaged in weeks of post-mediation settlement negotiations with Defendant (which also involved numerous conversations with, and

input obtained from, each of the Plaintiffs); (vi) reached an agreement on the settlement in principle; (vii) obtained proposals from various potential claims administrators and worked with Defendant's counsel to select a knowledgeable claims administrator for the settlement; (viii) drafted and negotiated the Settlement Agreement and the exhibits thereto, including the notices and claim form; (ix) prepared and filed the motion for preliminary approval of the Settlement and the supporting documents; (x) reviewed extensive Confirmatory Discovery to ensure that Defendants have implemented appropriate and meaningful remedial measures to reasonably protect Class Members' PII now and going forward; (xi) supervised (and are still currently supervising) the creation and operation of the Settlement Website and the claims process; and (xii) assisted (and are still assisting) in answering questions from Class Members regarding the Settlement and the submission of claims. Federman Decl. ¶ 12.

Additional work will also be required of Class Counsel on an ongoing basis, including: preparation of the final approval documents and exhibits; responding to any objections; continuing to supervise the claims administration process; preparation for, and participation in, the final approval hearing; and working with the Claims Administrator on the distribution of the Settlement Fund to Class Members who submit valid claim forms. Federman Decl. ¶ 22. Nevertheless, Class Counsel will not seek additional payment for this work.

While a lodestar crosscheck is not required in this Circuit, *In re Black Farmers Discrimination Litig.*, 953 F. Supp. 2d at 101, even were the Court to perform such an analysis, the resulting multiplier of 3.17 on the current lodestar is within the range typically awarded by courts. *In re Lorazepam & Clorazepate Antitrust Litig.*, 2003 WL 22037741, at \*9 (“[M]ultiples ranging up to ‘four are frequently awarded in common fund cases when the lodestar method is applied.’”) (quoting *In re Prudential Ins. Co. of Am. Sales Practices Litig.*, 148 F.3d 283, 341 (3d

Cir.1998)); *Maley v. Dale Global Techs. Corp.*, 186 F. Supp. 2d 358, 369-71 (S.D.N.Y. 2002) (describing a 4.65 lodestar multiple as “modest” and “well within the range awarded by courts in this [c]ircuit and courts throughout the country”); *Van Vranken v. Atl. Richfield Co.*, 901 F. Supp. 294, 298 (N.D. Cal. 1995) (“Multipliers in the 3-4 range are common in lodestar awards[.]”); *see, e.g., In re Facebook Biometric Info. Priv. Litig.*, 2022 WL 822923, at \*1-\*2 (9th Cir. Mar. 17, 2022) (affirming 4.71 multiplier in class action privacy case). Indeed, courts acknowledge that “[a] positive multiplier rewards Class Counsel for its efforts in achieving a swift settlement, while recognizing that counsel’s efficiency actually reduced its lodestar.” *In re Volkswagen “Clean Diesel” Mktg., Sales Practices, & Prods. Liab. Litig.*, MDL No. 2673 CRB (JSC), 2017 WL 1352859, at \*6 (N.D. Cal. Apr. 12, 2017).

Thus, Class Counsel respectfully submit that the significant investment of time litigating this Action for the benefit of the Class weighs in favor of the requested attorneys’ fee.

**vii. The Requested Fee Award is Comparable to Attorney’s Fees Awarded in Similar Cases**

The requested award of twenty-eight percent (28%) of the Settlement Fund (which is less than the amount Class Counsel were authorized to apply for) compares favorably to fees awarded in class actions across the country.

As this Court has recognized, “fee awards in common fund cases may range from fifteen to forty-five percent.” *Lorazepam II*, 2003 WL 22037741, at \*7; *see also Fleisher v. Phoenix Life Ins. Co.*, No. 11-8405, 2015 WL 10847814, at \*12 (S.D.N.Y. Sept. 9, 2015) (quoting *Velez v. Novartis Pharm. Corp.*, No. 04-09194, 2010 WL 4877852, at \*21 (S.D.N.Y. Nov. 30, 2010) (““The federal courts have established that a standard fee in complex class action cases like this one, where plaintiffs’ counsel have achieved a good recovery for the class, ranges from 20 to 50 percent of the gross settlement benefit,’ which includes the value of both monetary and nonmonetary

relief[.]”). However, courts have long recognized that “*nearly all common fund fee awards range around 30%*” of the overall fund recovered. *In re Activision Sec. Litig.*, 723 F. Supp. 1373, 1377-78 (N.D. Cal. 1989) (emphasis added); *see, e.g., Zellagui v. MCD Pizza, Inc.*, 59 F. Supp. 3d 712, 719 (E.D. Pa. 2014) (“Courts in this district routinely issue attorneys’ fees at 30% of the common fund.”); *Eley v. Stadium Grp., LLC*, 236 F. Supp. 3d 59, 65 (D.D.C. 2017) (approving fee award of “approximately 37% of the total recovery”); *see also Carrillo v. Dandan Inc.*, 51 F. Supp. 3d 124, 133–34 (D.D.C. 2014) (approving attorneys’ fees that accounted for slightly more than 50% of the total recovery); *Sarceno v. Choi*, 78 F. Supp. 3d 446, 452 (D.D.C. 2015) (approving settlement agreement and negotiated attorneys’ fees that represented nearly half of the monetary recovery). Thus, the 28% request is within the range commonly awarded in class actions.

Moreover, the 28% fee award requested by Class Counsel compares favorably with awards in similar class action data breach cases. *See In re Sonic Corp. Customer Data Sec. Breach Litig.*, 1:17-MD-2807, 2019 WL 3773737, at \*5 (N.D. Ohio Aug. 12, 2019) (awarding fees of 30% of the common fund); *In re: The Home Depot, Inc., Customer Data Security Breach Litig.*, 1:14-md-02583-TWT, Dkt. 385 (N.D. Ga. Dec. 12, 2019) (awarding fees to financial institution Plaintiffs of one-third (33.33%) of the common fund); *Hutton v. Nat’l Bd. of Exam’rs in Optometry, Inc.*, No. JKB-16-3025, 2019 WL 3183651, at \*7 (D. Md. July 15, 2019) (awarding thirty percent (30%) of the settlement fund); *In re Arby’s Rest. Grp., Inc. Data Sec. Litig.*, No. 1:17-cv-1035-WMR, 2019 WL 2720818, at \*2–4 (N.D. Ga. June 6, 2019) (same).

In addition, the requested fee of 28% is below what counsel would have negotiated in the practice in the private marketplace, where contingent fee attorneys are customarily compensated by a percentage of 30% to 40% of any recovery. *See Pinto v. Princess Cruise Lines, Ltd.*, 513 F. Supp. 2d 1334, 1341 (S.D. Fla. 2007) (“In private litigation, attorneys regularly contract for

contingent fees between 30% and 40% directly with their clients,” making “these percentages the prevailing market rates throughout the United States for contingent representation.”); *Kirchoff*, 786 F.2d at 323 (observing that “40% is the customary fee in tort litigation”); *In re M.D.C. Holdings Sec. Litig.*, No. CV89-0090 E (M), 1990 WL 454747, at \*7 (S.D. Cal. Aug. 30, 1990) (“In private contingent litigation, fee contracts have traditionally ranged between 30% and 40% of the total recovery”). The percentage method of awarding fees in class actions is designed to “closely match[] the methodology actually employed in the marketplace” where attorneys typically negotiate percentage fee arrangements with their clients. *Gottlieb v. Barry*, 43 F.3d 474, 484 (10th Cir. 1994). Thus, the fact that the requested 28% fee is below the typical marketplace contingency percentage further evidences the reasonableness of the request.

The requested award of 28% of the Settlement Fund is reasonable and consistent with the proportion of attorneys’ fees awarded in comparable class action settlements. This factor weighs in favor of awarding the requested fees.

**B. CLASS COUNSEL’S EXPENSES ARE REASONABLE AND WERE NECESSARILY INCURRED TO ACHIEVE THE BENEFIT OBTAINED**

“In addition to being entitled to reasonable attorneys’ fees, class counsel in common fund cases are also entitled to reasonable litigation expenses from that fund.” *In re Fed. Nat’l Mortg. Ass’n*, 4 F. Supp. 3d at 113 (quoting *In re Lorazepam*, 2003 WL 22037741, at \*10); *See In re Vitamins Antitrust Litig.*, MDL No. 1285, 2001 WL 34312839, at \*13 (D.D.C. July 16, 2001) (“there is no doubt that an attorney who has created a common fund for the benefit of the class is entitled to reimbursement of ... reasonable litigation expenses from that fund”) (citation omitted)). In assessing whether counsel’s expenses are compensable in a common fund case, courts look to whether the particular costs are of the type typically billed by attorneys to paying clients in the

marketplace. *See Vitamins III*, 2001 WL 34312839, at \*13 (“Courts have routinely awarded expenses for which counsel would normally directly bill their clients.”).

Here, Class Counsel have incurred expenses in an aggregate amount of \$10,039.44 in prosecuting the Action. *See Federman Decl.* ¶ 19 (itemizing expenses). The litigation expenses for which Class Counsel seeks reimbursement, such as mediation fees, costs of legal research, filing fees, and travel costs were necessary and are exactly the type of expenses routinely charged to paying clients. *See Bratcher v. Bray-Doyle Indep. Sch. Dist. No. 42 of Stephens Cty., Okl.*, 8 F.3d 722, 725-26 (10th Cir. 1993) (finding expenses reimbursable if they would normally be billed to a client); *Abrams v. Lightolier Inc.*, 50 F.3d 1204, 1225 (3d Cir. 1995) (same); *Thornberry v. Delta Air Lines, Inc.*, 676 F.2d 1240, 1244 (9th Cir. 1982), *cert. granted, judgment vacated on other grounds*, 461 U.S. 952 (1983) (finding travel and lodging expenses were necessary to the prosecution of the action and were properly charged against the common fund).

The litigation expenses were actually incurred and are reflected in the books and records of Class Counsel. *Federman Decl.* ¶¶ 19–20. Class Counsel submit that these expenses were reasonable and necessary to prosecuting the claims and achieving the Settlement and merit approval by the Court. *Federman Decl.* ¶ 20. *See Cohen v. Chilcott*, 522 F. Supp. 2d 105, 124 (D.D.C. 2007) (approving award of expenses upon declaration of class counsel that itemized their expenses and averred that the expenses were prepared from checks, bills, and expense vouchers that were regularly kept and maintained by the firm and accurately reflected the costs incurred.).

### **C. CLASS REPRESENTATIVES’ SERVICE AWARDS ARE WARRANTED**

Class Counsel seek service awards of \$4,000 for each of the Class Representatives in recognition of their service and diligence in protecting the interests of absent Settlement Class

Members. In light of the work performed by the Class Representatives, without which there would be no Settlement for the Class, the requested awards of \$4,000 are appropriate.

“[I]ncentive awards to named plaintiffs are not uncommon in class action litigation, particularly where a common fund has been created for the benefit of the entire class.” *See In re Lorazepam*, 2003 WL 22037741, at \*10. In fact, “courts routinely approve incentive awards to compensate named plaintiffs for the services they provided and the risks they incurred during the course of the class action litigation.” *Id.* “In deciding whether to grant incentive awards and the amounts of such awards, courts consider factors such as ‘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.’” *Id.* (quoting *Cook v. Niedert*, 142 F.3d 1004, 1016 (7th Cir.1998)).

Here, the Class Representatives invested time and effort representing the Class throughout the course of the litigation. The Class Representatives took personal time to provide detailed information to Class Counsel — information that became the basis for the Class allegations. They reviewed the complaint and other pleadings prior to filing. They gathered and provided relevant documents. They also devoted several hours to regularly communicating with Class Counsel throughout the litigation. In addition, they were very involved in the settlement negotiations and frequently coordinated with Class Counsel about the specific terms for a potential class settlement. The Settlement could not have been achieved without the Class Representatives’ efforts.

Moreover, as a result of being involved in the Action, the Class Representatives undertook immense reputational risk by prosecuting their former employer. Indeed, courts have recognized that “service awards are ‘particularly appropriate in the employment context’ given the risk of retaliation by a current or former employer.” *Sanz v. Johnny Utah 51 LLC*, No. 14-CV-4380 (JMF),



2015 WL 1808935, at \*1 (S.D.N.Y. Apr. 20, 2015) (quoting *Frank v. Eastman Kodak Co.*, 228 F.R.D. 174, 187 (W.D.N.Y. 2005)).

The requested awards of \$4,000 are well within the range that courts ordinarily grant in similarly complex class actions. *See, e.g., In re Honest Mktg. Litig.*, No. 16-01125, 2017 WL 8780329, at \*2 (S.D.N.Y. Dec. 8, 2017) (awarding each of the nine named plaintiffs \$5,000 in light of the risks they faced commencing the action, time and effort spent assisting counsel litigate, and their public interest service); *In re Yahoo Mail Litig.*, No. 13-4980, 2016 WL 4474612, at \*11-\*12 (N.D. Cal. Aug. 25, 2016) (awarding \$5,000 per class representative in data privacy action) (citing *In re Online DVD-Rental Antitrust Litig.*, 779 F.3d 934, 947–48 (9th Cir. 2015)); *St. Joseph Health System Medical Information Cases*, JCCP No. 4716, slip op. (ECF No. 744) at 7 (approving service awards ranging from \$8,750 to \$15,000 in data breach action); *Johansson-Dohrmann v. Cbr Systems, Inc.*, 2013 WL 3864341, \*12 (S.D. Cal. July 24, 2013) (finding “\$5,000 incentive award is within the acceptable range of approval” in data breach case).

The sacrifices of time and the reputational risk undertaken by the Class Representatives in furtherance of this Action on behalf of absent Class Members warrants the Court’s approval of the requested service awards.

#### **IV. CONCLUSION**

For the foregoing reasons, Class Counsel respectfully request that the Court award attorneys’ fees in the amount of twenty-eight percent (28%) of the Settlement Fund, expense reimbursement in the amount of \$10,039.44, and Services Awards to the Class Representatives in the amount of \$4,000.00 each.

Dated: February 3, 2023

Respectfully submitted,

*/s/ A. Brooke Murphy*

A. Brooke Murphy  
(admitted *pro hac vice*)

**MURPHY LAW FIRM**

4116 Will Rogers Pkwy, Suite 700

Oklahoma City, OK 73108

Telephone: (405) 389-4989

abm@murphylegalfirm.com

William B. Federman

(admitted *pro hac vice*)

**FEDERMAN & SHERWOOD**

10205 N. Pennsylvania Ave.

Oklahoma City, OK 73120

Telephone: (405) 235-1560

wbf@federmanlaw.com

*Class Counsel*

David K. Lietz

**MILBERG COLEMAN BRYSON**

**PHILLIPS GROSSMAN, PLLC**

5335 Wisconsin Avenue NW, Suite 440

Washington, D.C. 20015-2052

Telephone: (866) 252-0878

Facsimile: (202) 686-2877

dlietz@milberg.com

*Liaison Counsel for the Class*

# **EXHIBIT 1**

**UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF COLUMBIA**

MONIQUE SANDERS, DARLA SOICH,  
and CHRISTOPHER HARRISON,  
individually and on behalf of all others  
similarly situated,

Plaintiffs,

v.

IBEX GLOBAL SOLUTIONS, INC., and  
IBEX LIMITED,

Defendants.

Case No. 1:22-cv-00591-TNM

**DECLARATION OF WILLIAM B. FEDERMAN IN SUPPORT OF PLAINTIFFS’  
UNOPPOSED MOTION FOR AWARD OF ATTORNEYS’ FEES, REIMBURSEMENT  
OF LITIGATION EXPENSES, AND SERVICE AWARDS TO PLAINTIFFS**

I, William B. Federman, declare under penalty of perjury as follows:

1. I am an attorney duly admitted to the Bars of the states of Oklahoma, Texas, and New York. I am a founder and member of the law firm Federman & Sherwood. Federman & Sherwood and Murphy Law Firm are Class Counsel for Plaintiffs in the above referenced action. I submit this declaration in support of Plaintiffs’ Unopposed Motion for Award of Attorneys’ fees, Reimbursement of Litigation Expenses, and Service Awards to Plaintiffs.

2. On October 24, 2022, Plaintiffs Monique Sanders, Darla Soich, and Christopher Harrison (“Plaintiffs”), on behalf of themselves and all other members of the putative class, and Defendant Ibox Global Solutions, Inc. and Defendant Ibox Limited (“Defendants” or “Ibox”) (collectively, the “Parties”) reached an agreement to settle this Action pursuant to the terms of the Settlement Agreement and Release (the “Settlement Agreement”). ECF No. 24-1.<sup>1</sup>

---

<sup>1</sup> Capitalized terms not otherwise defined shall have the meanings set forth in the Settlement Agreement.

**I. THE SETTLEMENT REPRESENTS A HIGHLY FAVORABLE RESULT**

3. The Settlement was the result of hard-fought negotiations and provides substantial benefits to the Settlement Class, including significant monetary benefits, and extensive identity theft protection and credit monitoring.

4. The proposed Settlement was reached following extensive arm's-length settlement discussions between the Parties, including the exchange of mediation statements, informal discovery, two mediation sessions with Honorable John W. Thornton (Ret.), as well as multiple phone calls, emails, and information exchanges, which spanned the course of several months.

5. By the time the Parties reached an agreement of settlement in principle, Plaintiffs and their Counsel were well informed about the strengths and weaknesses of the Action. Indeed, the Settlement was achieved only after: a thorough pre-complaint investigation that culminated in the preparation of a detailed complaint filed in this Action; the consideration of relevant informal discovery; the preparation of a detailed mediation statement that included a proposed settlement term sheet; numerous discussions with Plaintiffs concerning possible settlement terms; and weeks of intense settlement negotiations that included candid exchanges of information between the Parties about the Data Incident, potential damages, and the input of Plaintiffs.

6. The Settlement provides a very favorable result for the Settlement Class, including substantial monetary benefits and identity theft protection and insurance. The Settlement Agreement provides that Defendants will establish a generous Settlement Fund of \$2,400,000. From that Settlement Fund, Settlement Class Members will be eligible to submit claims for: (i) five (5) years of credit monitoring and identity theft services; (ii) reimbursement for Out-of-Pocket Losses (up to \$5,000 per Settlement Class Member); and (iii) reimbursement for up to five (5) hours for time spent responding to the Data Incident at a rate of \$25.00 an hour (capped at \$125.00 per

class member). Settlement Class Members may submit a claim for any combination of the above, however, each Settlement Class Member's claim for cash payment is subject to an individual aggregate cap of \$5,000.00 per Class Member. In the event there are funds remaining in the Settlement Fund after all payments and distributions, each Settlement Class Member who filed a valid claim will receive a *pro rata* residual cash payment of up to \$95.00 per claimant. Any funds remaining thereafter will be donated to *cy pres* recipient National Cybersecurity Alliance, a non-profit organization that promotes effective cybersecurity measures and practices.

7. It is my opinion that the Settlement achieved here represents an excellent result considering the significant benefits to the Settlement Class as well as the risks and delays attendant to further protracted litigation.

## **II. THE ATTORNEYS' FEES AND EXPENSES ARE FAIR AND REASONABLE**

8. Pursuant to the Settlement Agreement, the Notice provided to the members of the Settlement Class states that Class Counsel would apply for a total award of attorneys' fees and expenses not to exceed thirty percent (30%) of the Settlement Fund.<sup>2</sup> However, Class Counsel have *reduced* their requested attorneys' fees award to only twenty-eight percent (28%) of the Settlement Fund (\$672,000.00) to provide an even greater benefit to the Settlement Class.

9. To date, no Class Members have filed an objection to either the Settlement or the requested attorneys' fees. This is a strong indicator of the favorability of the Settlement. It further supports the appropriateness of Class Counsel's fee request.

10. Class Counsel prosecuted this case on a contingency basis, committed substantial resources, and advanced out-of-pocket costs without any compensation or guarantee of success.

---

<sup>2</sup> Copies of the Notices, along with specific distribution and claims information, will be included as part of Plaintiffs' filing in support of final approval of the Settlement.

11. I believe that the time reflected in Class Counsel's lodestar calculation and the expenses for which payment is sought, as set forth in this declaration, are reasonable in amount and were necessary for the effective and efficient prosecution and resolution of the litigation. In addition, I believe that the fees and expenses are all of a type that would normally be charged to a fee-paying client in the private legal marketplace.

12. Class Counsel led the litigation and prosecution of this action. Among other responsibilities, Class Counsel: (i) researched and drafted the complaint; (ii) conducted informal discovery (including the review of relevant documents and information); (iii) prepared a thorough mediation statement and settlement demand; (iv) participated in two (2) mediation sessions; (v) engaged in weeks of post-mediation settlement negotiations with Defendant, which also involved numerous conversations with, and input obtained from, each of the Plaintiffs; (vi) reached an agreement on the settlement in principle; (vii) obtained proposals from various potential claims administrators and worked with Defendants' counsel to select a knowledgeable claims administrator for the settlement; (viii) drafted and negotiated the Settlement Agreement and the exhibits thereto, including the notices and claim form; (ix) prepared and filed the motion for preliminary approval of the Settlement and the supporting documents; (x) reviewed extensive document production that was part of the Confirmatory Discovery; (xi) supervised (and are still currently supervising) the claims process; (xii) assisted (and are still currently assisting) in answering questions from Class Members regarding the Settlement and the submission of claims; and (xiii) will prepare the motion for final approval of the Settlement and its supporting documents.

13. Class Counsel worked in tandem with David K. Lietz of Milberg Coleman Bryson Phillips Grossman, PLLC, as Liaison Counsel. Mr. Lietz's work included reviewing and revising filings, attending hearings, and participating with Class Counsel on settlement negotiations.

14. Federman & Sherwood maintained the litigation and expense fund for common expenses in connection with the prosecution of this case. Further, I reviewed the billing and expense reports of Class Counsel and Liaison Counsel, and backup documentation where necessary or appropriate, in connection with the preparation of this declaration. The purpose of this review was to confirm both the accuracy of the entries as well as the necessity for, and reasonableness of, the time and expenses committed to the litigation. As a result of this review, reductions were made to billed time in the exercise of billing judgment. Based on this review and the adjustments made, I believe that the time reflected in the lodestar calculation and the expenses for which payment is sought herein are reasonable and were necessary for the effective and efficient prosecution and resolution of the litigation.

15. After the reductions referred to above, the number of hours spent on the litigation by Plaintiffs' Counsel, to date, is 330.70. This does not include many additional hours of work that will be required from Plaintiffs' Counsel to secure final approval of the Settlement and to oversee the distribution of benefits to Settlement Class Members. Although a lodestar check is not required in this District, a breakdown of the combined lodestar for all Plaintiffs' Counsel is provided below:

NAME		HOURS	RATE	LODESTAR
William B. Federman	(P)	55.80	\$900.00	\$50,220.00
A. Brooke Murphy	(P)	217.95	\$640.00	\$139,488.00
David K. Lietz	(P)	7.70	\$919.00	\$7,076.30
Randi Kassan	(P)	1.70	\$764.00	\$1,298.80
Kennedy M. Brian	(A)	16.10	\$475.00	\$7,647.50
<i>Paralegals</i>		16.70	\$208.00 – \$250.00	\$3,874.00
<i>Law Clerks</i>		14.75	\$165.00	\$2,433.75
<b>TOTAL</b>		<b>330.70</b>		<b>\$212,038.35</b>

(P) Partner

(A) Associate



16. As mentioned, these calculations do not include time that will be spent by Plaintiffs' Counsel on continuing services to the Class, including: continuing to supervise the claims submission, review, and administration process; responding to questions from Class Members; drafting and filing the motion for final approval of the Settlement and supporting documents; preparing for and attending the final settlement hearing; and overseeing the distribution of benefits to Settlement Class Members. Accordingly, the hours and lodestar incurred by Plaintiffs' Counsel in litigating this Action on behalf of the Class will materially increase during the next few months.

17. The lodestar amount for attorney/paraprofessional time are based on the firms' current rates and are consistent with hourly rates submitted by Plaintiffs' Counsel, and approved by courts, in other complex class action litigation. The rates are set based on periodic analysis of rates charged by firms performing comparable work both on the plaintiff and defense side. The requested rates are reasonable for this case considering the experience and expertise these particular lawyers have in this area of law.

18. Plaintiffs' Counsel are attorneys with experience litigating complex class actions, including data breach class actions. Indeed, Class Counsel have successfully prosecuted and settled numerous data breach class actions, consumer class actions, and other complex litigation throughout the country. *See* Exhibit A (Federman & Sherwood resume); Exhibit B (Murphy Law Firm resume). Liaison Counsel are also experienced litigators who focuses their practice on complex consumer class actions, including data breach class actions. *See* Exhibit C (Milberg Coleman Bryson Phillips Grossman, PLLC resume).

19. Class Counsel invested substantial time and effort in initiating and litigating this risky case on a purely contingency basis. As a result of the time devoted to prosecuting this case on behalf of the Class, Class Counsel were prevented from pursuing work in other cases.

20. Class Counsel also seek an award for the reimbursement of litigation expenses actually incurred in connection with the prosecution of this case. Since case inception, Plaintiffs' Counsel incurred combined expenses in the amount of \$10,039.44 in connection with the prosecution of the action. Those expenses and charges are summarized by category in the following chart:

EXPENSE	COST
Photocopies and Postage	\$263.55
Filing, Process, Legal Notice and Transcripts	\$1,033.80
Mediation Fees	\$5,746.75
Travel Expenses	\$1,046.21
Lexis, Westlaw, Online Library Research	\$1,913.25
PACER Fees	\$35.88
<b>TOTAL</b>	<b>\$10,039.44</b>

21. The expenses pertaining to this case are reflected in the books and records of Class Counsel and Liaison Counsel. These books and records are prepared from receipts, expense vouchers, check records and other documents and are an accurate record of the expenses. These expenses were reasonable and necessary in prosecuting the claims and achieving the Settlement for the Class.

22. The Notice sent to potential Settlement Class Members stated Class Counsel would request reimbursement of litigation costs not to exceed \$30,000.00. Class Counsel's requested reimbursement of \$10,039.44 is approximately one-third (1/3) of this amount.

### **III. THE REQUESTED SERVICE AWARDS ARE WARRANTED**

23. Class Counsel also seek service awards in the amount of \$4,000.00 for each of the three Class Representatives (for a combined total of \$12,000.00). The Class Representatives initiated and oversaw this litigation for the benefit of the Class, and it is due to their services that the favorable Settlement was obtained. Among other things, the Class Representatives answered

detailed questionnaires and provided essential information to Class Counsel; collected documents and other evidence that supported the claims alleged in the complaint; agreed to face invasive and time consuming discovery, if necessary; reviewed pleadings and coordinated with Class Counsel as to the status of, and strategy for, the Action; conferred multiple times with Class Counsel about the settlement negotiations and provided meaningful input about what potential benefits were most important to them; and considered and approved the Settlement terms on behalf of the Class.

24. In committing to bring this Action on behalf of the Class, the Class Representatives undertook immense reputational.

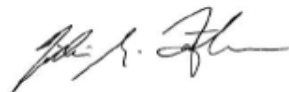
25. The sacrifices of time and the reputational risk undertaken by the Class Representatives in furtherance of this Action on behalf of absent Class Members warrants the Court's approval of the requested service awards. The requested \$4,000.00 amount is reasonable in consideration of Class Representatives' substantial contributions to the case. The active participation and efforts expended by the Class Representatives in prosecuting this Action materially aided, and indeed were necessary to, the Settlement achieved.

#### **IV. CONCLUSION**

26. In my professional opinion, the Settlement represents an excellent result for the Settlement Class. It is also my opinion that the requested award of 28% of the Settlement Fund in attorneys' fees, the requested reimbursement of litigation expenses in the amount of \$10,039.44, and the requested service awards of \$4,000 to each of the Class Representatives are reasonable.

I declare under penalty of perjury that the foregoing is true and correct.

Dated: February 3, 2023



---

William B. Federman  
**FEDERMAN & SHERWOOD**

# **EXHIBIT A**

# FEDERMAN & SHERWOOD

(AN ASSOCIATION OF ATTORNEYS AND PROFESSIONAL CORPORATIONS)

10205 N. PENNSYLVANIA AVENUE  
OKLAHOMA CITY, OKLAHOMA 73120  
TELEPHONE: 405-235-1560  
FACSIMILE: 405-239-2112

212 W. SPRING VALLEY ROAD  
RICHARDSON, TEXAS 75081  
TELEPHONE: 214-696-1100  
FACSIMILE: 214-740-0112

## FIRM RESUME

**WILLIAM B. FEDERMAN.** *Education:* Boston University (B.A., cum laude, 1979); University of Tulsa (J.D., 1982); Phi Alpha Delta (Treasurer, 1980-1982). *Admitted to practice:* United States District Courts for the following Districts: Western, Northern and Eastern, Oklahoma; Eastern and Southern, New York; Southern, Northern, Eastern and Western, Texas; Eastern and Western, Arkansas; District of Columbia; District of Colorado; Northern, Ohio; District of Nebraska; Eastern District of Michigan; Eastern District of Wisconsin; United States Court of Appeals for the following Circuits: First, Second, Third, Fourth, Fifth, Sixth, Seventh, Eighth, Ninth, Tenth and Eleventh and Federal; and United States Supreme Court. *Lectures/Publications:* "Class Actions, New Rules and Data Breach Cases," 40<sup>th</sup> Annual OCBA Winter Seminar 2019; "A Case Study of Ethical Issues in Complex Litigation and Trends in Class Certification," 39<sup>th</sup> Annual OCBA Winter Seminar, 2018; "Talkin' About Insurance Coverage and Complex Litigation: What Every Lawyer and Client Should Know," 38<sup>th</sup> Annual OCBA Winter Seminar, 2017; "Securities Litigation: Using Data to Make the Case," by Bloomberg BNA, 2016; "The Changing Landscape for Prosecution of Financial Claims Involving Insolvent Companies" 37<sup>th</sup> Annual OCBA Winter Seminar, 2016; "Current Status of Securities Class Actions: Where are the Courts Taking Us?" Houston Bar Association, 2014. "Class & Derivative Actions and Securities Litigation," 2013 Annual Meeting of the American Bar Association; "Litigation and Employment Law Update," Securities Industry Association Compliance and Legal Division; "Inside a Disclosure Crisis", 30<sup>th</sup> Annual Northwest Securities Institute Annual Meeting and sponsored by the Washington Bar Association; "Managing Directors' Liability," 3<sup>rd</sup> Annual Energy Industry Directors Conference and sponsored by Rice University; "Executive Liability - 2009 D & O Market Trends," Chartis Insurance; "Derivative Actions and Protecting the Corporation – Critical Issues in Today's Banking," Oklahoma Bar Association and the Oklahoma Bankers Association; "Arbitration - What Is It? Why Should a Lawyer Suggest or Use It?," Oklahoma Bar Association; "The Attorney and Accountant as Targets in Failed Financial Institution Litigation," American Bar Association Trial Practice Committee; "Effective Arbitration in the 1990's - Adapting to Build a Successful Practice," Oklahoma County Bar Association; "Current Issues in Direct Investments and Limited Partnerships: The Litigation Scene From All Perspectives," American Bar Association Litigation Section; "Stockbroker Litigation and Arbitration," Securities Arbitration Institute. Author: "Who's Minding the Store: The Corporate Attorney-Client Privilege," 52 O.B.J. 1244, 1981; "Potential Liability From Indirect Remuneration in Private Oil and Gas Offerings," 11 Sec. Reg. L.J. 135, 1983; "Capitalism and Reality Meet in the Courts. . . Finally," 59 O.B.J. 3537, 1987; "Class Actions, New Rules & Data Breach Cases," Annual OCBA Winter Seminar, 2019. *Membership:* Arbitration Panel, New York Stock Exchange; Federal Bar Association; Oklahoma County Bar Association (Committee on Professionalism, 1987-1990); Oklahoma Bar Association (Civil Procedure/Evidence Code, Lawyers Helping Lawyers Assistance Program and Rules of Professional Conduct Committees, 2017-2020); American Bar Association (Committee on Securities Litigation and Corporate Counsel); American Inns of Court (Barrister 1990-1993 and Master 2002-2004); inducted into the Outstanding Lawyers of America, 2003; received the Martindale-Hubbell peer review rating of AV Preeminent in both ethical standards and legal ability; recognized as one of the "Top Lawyers of 2013" for excellence and achievements in the legal community; Litigation Counsel of America (Trial Lawyer & Appellate Lawyer Honorary Society). *Awards/Honors:* Securities Litigation and Arbitration Law Firm of the Year in Oklahoma – 2018 (Global Law Experts Annual Awards); Securities Litigation and Arbitration Law Firm of the Year in Oklahoma – 2019, 2020 (Corporate INTL Magazine); Oklahoma Super Lawyers list by Thomson Reuters – 2019; Recognized for Exceptional Service and Outstanding Performance on behalf of the Federal Bar

FEDERMAN & SHERWOOD  
Page 2

Association (Oklahoma City Chapter) Pro Bono Program – 2018-2019, 2020, Oklahoma Super Lawyer for 2022.

**STUART W. EMMONS. (In Memoriam)** Education: University of Oklahoma (J.D., 1987, with distinction); University of Oklahoma (B.B.A., Accounting, 1984, with distinction). Admitted to practice: 1987, Oklahoma; 1987, U.S. District Court for the Western District of Oklahoma; 1990, U.S. District Court for the Northern District of Oklahoma; 1992, U.S. Court of Appeals, Tenth Circuit; 1994, U.S. Court of Appeals, Eighth Circuit; U.S. Patent and Trademark Office; 2002, U.S. District Court for the District of Colorado; U.S. District Court for the Southern District of Texas; 2003, U.S. Court of Appeals, Second Circuit; 2004, U.S. District Court for the Northern District of Texas; U.S. Court of Appeals, Fifth Circuit; 2005, United States Supreme Court; 2005 U.S. Court of Appeals, Fourth Circuit; 2015, U.S. Court of Appeals, First Circuit; 2016, U.S. Court of Appeals, Ninth Circuit and U.S. Court of Appeals for the First Circuit. 1988-1989, Law Clerk to the Hon. Layn R. Phillips, U.S. District Court for the Western District of Oklahoma. Published Decisions: *American Fidelity Assurance Company v. The Bank of New York Mellon*, 810 F.3d 1234 (10<sup>th</sup> Cir. 2016); *Paul Spitzberg v. Houston American Energy Corporation, et al.*, 758 F.3d 676 (5<sup>th</sup> Cir. 2014); *Patipan Nakkhumpun v. Daniel J. Taylor, et al.*, 782 F.3d 1142 (10<sup>th</sup> Cir. 2015); Membership: Oklahoma County and Oklahoma Bar Associations.

**SARA E. COLLIER.** Education: Oklahoma Christian University (B.S. 2000); Oklahoma City University School of Law (J.D. 2004). Admitted to practice: 2005, Oklahoma; 2005, U.S. District Courts for the Western, Eastern and Northern Districts of Oklahoma; 2007, U.S. District Court for the Southern District of Texas; and 2007, United States Court of Appeals for Veterans Claims in Washington, DC. Membership: Oklahoma Bar Association, American Bar Association.

**MOLLY E. BRANTLEY.** Education: University of Oklahoma (B.A., 2013); Oklahoma City University School of Law (J.D., 2017; Merit Scholar 2014-2017). Admitted to practice: Oklahoma, 2017; United States District Court for the Northern District of Oklahoma; United States District Court for the Western District of Oklahoma, 2020. Membership: Oklahoma Bar Association; Federal Bar Association.

**D. COLBY ADDISON.** Education: University of Oklahoma (B.S., 2013); University of Oklahoma (J.D., 2016). Admitted to practice: Oklahoma, U.S. District Courts for the Western, Eastern and Northern Districts of Oklahoma, 2016. Membership: Oklahoma Bar Association; Federal Bar Association, Oklahoma Employment Lawyers Association, National Employment Lawyers Association. Mr. Addison is experienced in all aspects of complex litigation and has successfully litigated numerous class actions from inception through discovery and court approved settlement. Prior to joining Federman & Sherwood, Mr. Addison was a co-founder of a firm that specialized in wage and hour collective action and discrimination cases. Mr. Addison has earned the distinction of SuperLawyers for 2019, 2020, and 2021. He has been a featured speaker and lecturer on labor and employment law topics, including as a CLE educator. Mr. Addison has served as Lead or Co-Lead for Plaintiffs in multiple complex litigation cases.

**KENNEDY M. BRIAN.** Education: University of Central Oklahoma (Musical Theater and Real Estate Finance, 2018) University of Oklahoma (J.D. 2021). Admitted to practice: Oklahoma 2021. Membership: Oklahoma Bar Association and Oklahoma County Bar Association. Prior to joining Federman & Sherwood, Mrs. Brian was actively involved in litigation on various estate planning, probate and trust matters.

**OF COUNSEL:**

**JOHN CHARLES SHERWOOD.** Education: Texas Christian University, (BBA, magna cum laude, 1981); Baylor School of Law (J.D., 1984). Areas of Practice: Litigation. Board Certified: Civil Trial Law, Personal Injury Trial Law, Texas Board of Legal Specialization. Organizations: Texas Trial Lawyers, Association of Trial Lawyers of America, Dallas Trial Lawyers Association, Dallas Bar Association, Former Chairperson of the Solo and Small Firm Section of the Dallas Bar Association (1999), Member of the College of the State Bar of Texas, and founding President of Citizens For a Fair Judiciary (Political Action Committee). Licenses and Courts of Practice: Member of the State Bar of Texas, National Board of Trial Advocacy, Licensed as a Certified Public Accountant by the Texas State Board of Public Accountancy, admitted to practice before the United States Tax Court, United States District Court, Northern District of Texas, United States Fifth Circuit Court of Appeals, and the United States Supreme Court. Papers Presented: *Other People's Money*, Presented to the Dallas Bar Association, Solo and Small Firm Section; Recognition: "Top Attorneys in Texas, Business Litigation," (2012).

**JOSHUA D. WELLS.** Education: Oklahoma Baptist University (B.A. 2004); Oklahoma City University College of Law (J.D. 2008) (Dean's List, Faculty Honor Roll, OCU American Trial Lawyers Association Moot Court Team, 2008; Staff Member, Law Review, 2006-07; Executive Editor, Law Review, 2007-08). Admitted to practice: 2008, Oklahoma; Federal Bar Association; American Bar Association; U. S. District Court for the Western District of Oklahoma; 2009, U.S. District Court for the Eastern District of Oklahoma; 2011, U.S. District Court for the Northern District of Oklahoma; 2012, U.S. Court of Appeals for the Tenth Circuit; 2016, U.S. Court of Appeals, Fourth Circuit. Member: Oklahoma Bar Association. Publication: *Stuck in the Mire: The Incomprehensible Labor Law*, 34 Okla. City U.L. Rev. 131 (2009). Experience: Research Assistant to J. William Conger, General Counsel and Distinguished Lecturer of Law, Oklahoma City University and President of the Oklahoma Bar Association (2007-08). General Counsel for Reaching Souls International (2013-2016). Mr. Wells has significant experience in complex and class action litigation in various state and federal courts, with more than a decade of experience protecting consumer and shareholder rights. Mr. Wells knows how to efficiently prosecute complex cases to conclusion and practices in areas of estate planning, probate, and guardianships for both children and adults. He is the recipient of the Federal Bar Association Pro Bono Exceptional Service Award (2019) and is a leader in his church.

**PARALEGALS:**

**NANCY G. BEATTY.** Mrs. Beatty has over thirty-five years of legal experience. She primarily works on coordinating and administrating of class actions and other complex litigation. Ms. Beatty has served on several professional advisory boards in Oklahoma and Tennessee.

**SHARON J. KING.** Ms. King has worked in the legal community for over twenty years, after having worked in the securities and insurance industry for over fifteen years. She primarily works on insurance and civil litigation.

**JANE E. ADAMS.** Mrs. Adams has over 25 years of Administrative and Finance experience focusing her career on Human Resources. Additionally, she has first-hand experience with FEMA response as well as government contractual administration.

**TIFFANY R. PEINTNER.** Mrs. Peintner has worked in the legal community for over ten years. Before joining Federman & Sherwood, Mrs. Peintner worked in patent law, oil and gas, probate, banking and

FEDERMAN & SHERWOOD  
Page 4

real estate, family law, personal injury and insurance defense. She works in securities and civil litigation for the firm.

**FRANDELIND V. TRAYLOR.** Mrs. Traylor has worked in the legal community for over fifteen years. She provides class action, securities and derivative litigation, and product liability support for the firm.

**LACRISTA A. BAGLEY.** Ms. Bagley has been in the legal field for twenty-one years. Before joining Federman & Sherwood, Ms. Bagley worked primarily in bankruptcy law that focused on Chapter 11's and corporate liquidations, as well as estate planning, family law, civil defense, personal injury and medical malpractice.



# **EXHIBIT B**



Murphy Law Firm specializes in data breach class actions, consumer protection actions, federal securities class actions, and other complex litigation.

### Attorney Profile

The firm's founding member, A. Brooke Murphy, has successfully litigated numerous complex cases in courts across the country.

#### Education:

- Oklahoma City University (B.A., 2005, *summa cum laude*)
- University of Oklahoma College of Law (J.D., 2010, *manga cum laude*)
  - Assistant Articles Editor of Oklahoma Law Review

#### Admitted to practice:

- Oklahoma, 2010
- U.S. District Court for the Western District of Oklahoma, 2010
- U.S. District Court for the Northern District of Texas, 2010
- Tenth Circuit Court of Appeals, 2014
- First Circuit Court of Appeals, 2016
- Ninth Circuit Court of Appeals, 2016
- Second Circuit Court of Appeals, 2021

#### Publication:

- *Credit Rating Immunity? How the Hands-Off Approach Toward Credit Rating Agencies Led to the Subprime Credit Crisis and the Need for Greater Accountability*, 62 Okla. L. Rev. 735 (2010)

#### Published Decisions:

- *Mulderrig v. Amyris, Inc.*, 340 F.R.D. 575 (N.D. Cal. 2021)
- *McFarlane v. Altice USA, Inc.*, 524 F. Supp. 3d 264 (S.D.N.Y. 2021)
- *Mulderrig v. Amyris, Inc.*, 492 F. Supp. 3d 999 (N.D. Cal. 2020)
- *Angley v. UTi Worldwide Inc.*, 311 F. Supp. 3d 1117 (C.D. Cal. 2018)
- *Patipan Nakkhumpun v. Daniel J. Taylor, et al.*, 782 F.3d 1142 (10th Cir. 2015)
- *Paul Spitzberg v. Houston American Energy Corp., et al.*, 758 F.3d 676 (5th Cir. 2014)

Recognition: Oklahoma Super Lawyers, "Rising Star," 2020, 2021, 2022

Notable Class Actions:

- *McFarlane v. Altice USA, Inc.*, Case No. 20-CV-1297-JMF (S.D.N.Y. 2021), data breach class action involving the exposure of current and former employees' personal information. The consolidated action survived multiple hurdles, including motions to dismiss, motions to compel arbitration, and challenges to standing. The case was ultimately settled and provided a fair recovery to class members, including compensation for lost time, reimbursement of expenses, reimbursement for the purchase of identity theft protection, and injunctive relief.
- *In re: Solara Medical Supplies Data Breach Litig.*, Case No. 3:19-cv-00284-H-KSC (S.D. Cal.), data breach case involving the compromise of customers' protected health information. The case involved complex statutory claims and technical issues. As class counsel, Ms. Murphy was instrumental in litigating the case, which included nine subpoenas *duces tecum*, 13 depositions, the review of nearly a half million documents, and the preparation of numerous expert reports. The settlement secured sizeable cash payments to class members from a \$5.06 million settlement fund and meaningful injunctive relief worth in excess of \$4.7 million.
- *In re: Samsung Top-Load Washing Machine Marketing, Sales Practices and Products Liability Litig.*, MDL Case No. 17-ml-2792-D (W.D. Okla. 2017), consumer sales practices and products liability class action against Samsung, Electronics Co., Ltd., and numerous home appliance stores for the manufacture and sale of alleged defective washing machines. The multi-district complex litigation resulted from the consolidation of 26 individual actions and brought claims on behalf of approximately 2.8 million individuals who purchased washing machines that were recalled by the U.S. Consumer Product Safety Commission. After years of litigation, a favorable settlement was secured, which brought millions of dollars' worth of benefits to consumers.
- *Angeley v. UTi Worldwide Inc., et al.*, Case No. 2:14-cv-02066-CBM-E (C.D. Cal. 2014), securities class action against international shipping company UTi Worldwide, Inc. and its corporate officers for alleged misrepresentations about the progress of the company's implementation of its new consolidated operating system while failing to disclose the system's critical problems. The case involved extensive motion practice, a successful appeal to the Ninth Circuit Court of Appeals, more than 2 million pages of document production, multiple depositions, and ultimately a settlement that recovered 40.6% of investors' losses.
- *Lortiz v. Exide Technologies, et al.*, Case No. 2:13-cv-02607-SVW-E (C.D. Cal. 2013), securities class action against corporate officers for alleged misrepresentations that concealed the company's environmental abuses and worsening financial condition. The case was highly technical, involving several scientific and financial experts, more than 3 million pages of document production, 26 depositions, and numerous dispositive motions. The case settled just weeks before trial for a recovery that secured 35.6% of investors' losses, despite the company being in bankruptcy.

- *Nakkhumpun v. Taylor, et al.*, Case No. 1:12-cv-01038-CMA-CBS (D. Colo. 2012), securities class action against former officers and directors of Delta Petroleum Corporation for allegedly misrepresenting the company's financial condition and the value of its assets. The case involved significant motion practice and a successful appeal to the Tenth Circuit Court of Appeals. The case ultimately settled for a distribution to investors of 73% of their losses.
- *In re Ener1 Securities Litig.*, Case No. 11-cv-05794-PAC (S.D.N.Y. 2011), securities class action against corporate officers of Ener1, Inc., one of the then-leading electrical vehicle manufacturers, for alleged misrepresentations relating to the company's accounting for unsold inventory and revenue recognition. Following substantial briefing, the case was settled for a recovery that provided investors with more than 40% of their losses, despite the company having filed for bankruptcy protection.
- *Wandel v. Weatherford International, Inc.*, et al., Case No. 12-cv-01305-LAK (S.D.N.Y. 2012), shareholder derivative action against officers and directors of Weatherford International, Inc. for alleged breaches of fiduciary duty related to the improper accounting of more than 900 million of net income over the course of several years. Despite challenging legal barriers, including complex corporate accounting issues and matters of international law (as the company was then-incorporated in Switzerland), shareholders were able to settle the case on behalf of the company and achieved significant corporate governance improvements.

# **EXHIBIT C**

**Milberg.**  
COLEMAN BRYSON PHILLIPS GROSSMAN

# Who We Are

Established by members of Milberg Phillips Grossman LLP, Sanders Phillips Grossman LLC, Greg Coleman Law PC, and Whitfield Bryson LLP, the firm represents plaintiffs in the areas of antitrust, securities, financial fraud, consumer protection, automobile emissions claims, defective drugs and devices, environmental litigation, financial and insurance litigation, and cyber law and security.

For over 50 years, Milberg and its affiliates have been protecting victims' rights and have recovered over \$50 billion for our clients. Our attorneys possess a renowned depth of legal expertise, employ the highest ethical and legal standards, and pride ourselves on providing stellar client service. We have repeatedly been recognized as leaders in the plaintiffs' bar and appointed to leadership roles in prominent national mass torts and class actions.

*Milberg challenges corporate wrongdoing through class action, mass tort, consumer, and shareholder rights services, both domestically and globally.*

Milberg's previous litigation efforts helped to create a new era of corporate accountability that put big companies on notice. The strategic combination of four leading plaintiffs' firms offers clients expanded capabilities, greater geographical coverage, enhanced financial breadth, and increased operational capacity. It also enables the firm to serve diverse and global clients who are seeking to enforce their rights against well-financed corporations—wherever they operate.

[www.milberg.com](http://www.milberg.com)



# Practice Areas

## **Antitrust & Competition Law**

Today, on a global scale, consolidated corporate entities exercise dominating market power, but proper enforcement of antitrust law ensures a fair, competitive marketplace. Milberg prosecutes complex antitrust class actions against large, well-funded corporate defendants in healthcare, technology, agriculture, and manufacturing. Our leading practitioners successfully represent plaintiffs affected by price-fixing, monopolization, monopoly leveraging tying arrangements, exclusive dealing, and refusals to deal. The firm continues aggressively vindicating rights of plaintiffs victimized by antitrust violations, holding companies accountable for anticompetitive behavior.

## **Complex Litigation**

With 50 years of vetted success, Milberg handles complex, high-stakes cases at any stage of the litigation process. Our attorneys have experience litigating complex cases for business and plaintiffs outside of class action context, business torts, contract disputes, anti-SLAPP motions, corporations, LLCs, partnerships, real estate, and intellectual property. The repeated success of our attorneys against well-funded adversaries with top-tier counsel has established Milberg as the go-to firm for complex litigation.

## **Consumer Products**

Milberg's consumer litigation group focuses on protecting victims of deceptive marketing and advertising of goods and services, or those who have bought defective products. Our attorneys are experienced in handling a wide array of consumer protection lawsuits, including breach of contract, failure to warn, false or deceptive advertising of goods and services, faulty, dangerous, or defective products, warranty claims, unfair trade practices, and notable product cases. Milberg has achieved real-world recoveries for clients, often requiring corporations to change the way they do business. Our team of attorneys has extensive experience representing plaintiffs against well-resourced and sophisticated defendants.

## **Consumer Services**

Consumers have rights, and companies providing consumer services have a legal obligation to abide by contractual agreements made with customers. Companies must also follow state and federal laws that prohibit predatory, deceptive, and unscrupulous business practices. Milberg's Consumer Services litigation group protects consumers whose rights have been violated by improperly charged fees, predatory and discriminatory lending, illegal credit reporting practices, and invasion of privacy. We also enforce consumer rights by upholding The Fair Credit Reporting Act and Telephone Consumer Protection Act.



### **Class Action Lawsuits**

Milberg pioneered federal class action litigation and is recognized as a leader in defending the rights of victims of corporate and large-scale wrongdoings. We have the manpower, resources, technology, and experience necessary to provide effective representation in nationwide class action lawsuits. Our attorneys have led class actions resulting in settlements up to billions of dollars across a variety of practice areas, including defective consumer products, pharmaceutical drugs, insurance, securities, antitrust, environmental and toxic torts, consumer protection, and breach of contract.

### **Dangerous Drugs & Devices**

For some patients, medication and medical devices improve their lives. For others, the drugs and equipment have questionable benefits, at best, and serious, unintended side effects at worst. Taking on drug and device makers requires a law firm that can stand up to the world's largest, most powerful companies. Our defective drug lawyers have held leadership roles in many national drug and device litigations, recovering billions of dollars in compensation.

### **Data Breach, Cyber Security & Biometric Data Lawsuits**

Technology changes faster than laws regulate it. Staying ahead of legal technical issues requires a law firm that can see the full picture of innovation and apply past lessons to navigate fast-moving developments, putting consumers ahead of corporate interests. Our data breach and privacy lawyers work at the cutting edge of technology and law, creating meaningful checks and balances against technology and the companies that wield it. Cyber security threats continue evolving and posing new consumer risks. Milberg will be there every step of the way to protect consumer privacy and hold big companies accountable.

### **Environmental and Toxic Torts Litigation**

Litigation is key in fighting to preserve healthy ecosystems and hold environmental lawbreakers accountable. But in today's globalized world, pollutants—and polluters—are not always local. Corporations have expanded their reach and ability to cause harm. Our environmental litigation practice focuses on representing clients in mass torts, class actions, multi-district litigation, regulatory enforcement, citizen suits, and other complex environmental and toxic tort matters. The companies involved in harmful environmental practices are large, wealthy, and globally influential, but as an internationally recognized plaintiffs' firm, Milberg has the strength and resources to present clients seeking to enforce their environmental rights against well-financed corporations—wherever they operate.

### **Finance & Insurance Litigation**

Big banks and public insurance firms are obligated by their corporate charters to put shareholders' interests ahead of client interests. However, that doesn't mean they can deceive clients to profit at their expense. Milberg's attorneys handle hundreds of insurance-related disputes, including first party bad faith insurance cases, business interruption cases, and hurricane insurance cases. As one of the nation's top class action law firms, we are well-positioned to pursue insurance bad faith cases on a statewide or nationwide basis.

### **Public Client Representation**

The ability of governments to serve and protect their residents is often threatened by the combination of lower revenues and rising costs. Budget shortfalls are increasing in part because private companies externalize costs, but while corporate profits grow, public interest pays the price. Effectuating meaningful change through litigation, Milberg partners with state and local governments to address the harms facing its residents. Internationally, Milberg's Public Client Practice has achieved success against global powerhouse corporations, including drug, tobacco, mining, and oil and gas companies.

### **Securities Litigation**

Over 50 years ago, Milberg pioneered litigation claims involving investment products, securities, and the banking industry by using class action lawsuits. Our litigation set the standard for case theories, organization, discovery, methods of settlement, and amounts recovered for clients. Milberg continues to aggressively pursue these cases on behalf of institutional and individual investors harmed by financial wrongdoing. Inventors of securities class actions, Milberg has decades of experience holding companies accountable both in the United States and globally.

### **Whistleblower & Qui Tam**

Blowing the whistle on illegal or unethical conducted is a form of legally protected speech. Milberg's whistleblower attorneys have led actions that returned hundreds of millions of dollars in ill-gotten gains, resulting in significant awards of our clients. Our legacy of standing up to corporate power extends to advocating for greater transparency. In addition to representing whistleblowers, we fight back against corporate-backed laws seeking to deter them from making disclosures.

***“Scoring impressive victories against companies guilty of outrageous behavior.”***

**- Forbes**

***“ A powerhouse that compelled miscreant and recalcitrant businesses to pay billions of dollars to aggrieved shareholders and customers”***

**- New York Times**

## Recent Leadership Roles

In re **Google Play** Consumer Antitrust Litigation, 20-CV-05761 (N.D. Cal.)

In re: **Elmiron** (Pentosan Polysulfate Sodium) Products Liability Litigation MDL No. 2973

In re: **Johnson & Johnson** Talcum Powder Products Marketing, Sales Practices & Products Liability Litigation

In re: **Blackbaud** Data Privacy MDL No. 2972

In re: **Paragard** IUD Products Liability Litigation MDL No. 2974

In re: **Seresto** Flea & Tick Collar, Marketing Sales Practices & Product Liability Litigation MDL No. 3009, Master Case No. 21-cv-04447

In re: **Zicam**

In re: **Ortho Evra**

In re: **Yaz**

In re: **Kugel Mesh**

In re: **Medtronic Sprint Fidelis Leads**

In re: **Depuy Pinnacle**

In re: **Stand 'N Seal**

In re: **Chantix**

In re: **Fosamax**

In re: **Mirena**

In re: **Incretin**

In re: **Depuy Pinnacle**

In re: **Fluoroquinolones**

In re: **Olmесartan**

In re: **Zimmer Nexgen Knee**

In re: **Fresenius Granuflo**

In re: **Propecia**

In re: **Transvaginal Mesh**

In re: **Guidant Corp.** Implantable Defibrillators

In re: **Onglyza (Saxagliptin) And Kombiglyze XR**

State Court:

In Re **Risperdal & Invega** Product Liability Cases, CA

In Re **Chantix**, NY

In Re **Reglan**, NJ

In Re **Propecia**, NJ

In Re **Levaquin** Litigation, NJ

## Notable Recoveries

**\$3.2 Billion** Settlement – In re **Tyco International Ltd.**, Securities Litigation, MDL 1335 (D.N.H.)

**\$4 Billion** Settlement – In re **Prudential Insurance Co.** Sales Practice Litigation, No. 95-4704 (D.N.J.)

**\$1.14 Billion** Settlement – In re **Nortel Networks Corp.** Securities Litigation, No. 01-1855 (S.D.N.Y.)

**\$1 Billion-plus** Trial Verdict – **Vivendi Universal, S.A.** Securities Litigation

**\$1 Billion** Settlement – **NASDAQ** Market-Makers Antitrust Litigation

**\$1 Billion** Settlement – **W.R. Grace & Co**

**\$1 Billion-plus** Settlement – **Merck & Co., Inc.** Securities Litigation

**\$775 Million** Settlement – **Washington Public Power Supply System** Securities Litigation

# Locations

## CHICAGO

227 W. Monroe Street Suite, Suite 2100  
Chicago, Illinois 60606

## NEW JERSEY

1 Bridge Plaza North, Suite 275  
Fort Lee, New Jersey 07024

## NEW YORK

100 Garden City Plaza  
Garden City, New York 11530

## NORTH CAROLINA

900 W. Morgan Street  
Raleigh, North Carolina 27603

## PUERTO RICO

1311 Avenida Juan Ponce de León  
San Juan, Puerto Rico 00907

## SEATTLE

1420 Fifth Ave, Suite 2200  
Seattle, Washington 98101

## SOUTH CAROLINA

825 Lowcountry Blvd, Suite 101  
Mount Pleasant, South Carolina 29464

## TENNESSEE

800 S. Gay Street, Suite 1100  
Knoxville, Tennessee 37929

518 Monroe Street

Nashville, Tennessee 37208

## WASHINGTON D.C.

5335 Wisconsin Avenue NW , Suite 440  
Washington, D.C., 20015





[www.milberg.com](http://www.milberg.com)



Firm Resume

## **FIRM PROFILE**

**MILBERG COLEMAN BRYSON PHILLIPS GROSSMAN LLP (“MILBERG”)** IS A LEADING GLOBAL PLAINTIFFS’ FIRM, successfully pioneering and litigating complex litigations in the following practice areas: class actions, antitrust and competition law, securities fraud, consumer protection, cyber security and data breach litigation, financial and insurance litigation, environmental law, securities litigation, and product liability. Our attorneys possess a renowned depth of legal expertise, employ the highest ethical and legal standards, and pride themselves on providing stellar service and achieving extraordinary results for their clients.

Milberg was founded in 1965, taking the lead in landmark cases that have set groundbreaking legal precedents and prompted changes in corporate governance benefiting shareholders and consumers. For more than 50 years, the firm has protected victims’ rights, recovering over \$50 billion in verdicts and settlements. Milberg was one of the first law firms to prosecute class actions in federal courts on behalf of investors and consumers. The firm pioneered this type of litigation and became widely recognized as a leader in defending the rights of victims of corporate and other large-scale wrongdoing.

Milberg has offices in Illinois, New York, California, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina, Kentucky, Tennessee, Puerto Rico and Washington D.C. Recently, Milberg opened offices in London, Belgium and Germany that serve clients in the European Union. In addition, Milberg has expanded in South America, with primary emphasis in Brazil. Milberg has more than 100 attorneys worldwide.

The firm’s reputation has been built by successfully taking on challenging cases across a spectrum of practice areas for the past half-century. From resolving business disputes to proving antitrust conspiracies, Milberg is equipped to handle complex, high-stakes cases at any stage of the litigation process.

The firm’s lawyers have been regularly recognized as leaders in the plaintiffs’ bar by the National Law Journal, Legal 500, Chambers USA, and Super Lawyers, among others.

### **Notable Class Action Cases**

#### **Antitrust**

*In re: TFT-LCD (Flat Panel) Antitrust Litigation*, No. 3:07-cv-01827, MDL No. 1827 (N.D. Cal.) (combined settlement totaling nearly \$1.1 billion in suit alleging the illegal formation of an international cartel to restrict competition in the LCD panel market) (2012).

#### **Apartment Fee**

*Stewart v. Southwood Realty Company* (Cumberland Co., NC) (settlement of class claims arising from apartment communities allegedly assessing improper eviction fees) (2020).

*Lewis et al. v. Bridge Property Management, LLC et al.* (Wake Co., NC) (settlement of class claims arising from apartment communities allegedly assessing improper eviction fees) (2020).

*Hargrove v. Grubb Management, Inc. et al.* (Wake Co., NC) (settlement of class claims arising from apartment communities allegedly assessing improper eviction fees) (2020).

*Rush v. The NRP Group LLC* (USDC MD NC) (settlement of class claims arising from apartment communities allegedly assessing improper eviction fees) (2020).

*Hamilton v. Arcan Capital, LLC et al.* (Forsyth Co., NC) (settlement of class claims arising from apartment communities allegedly assessing improper eviction fees) (2021).

*Suarez v. Camden Development, Inc. et al.* (USDC ED NC) (settlement of class claims arising from apartment communities allegedly assessing improper eviction fees) (2021).

*Milroy et al. v. Bell Partners Inc. et al.* (USDC ED NC) (settlement of class claims arising from apartment communities allegedly assessing improper eviction fees) (2021).

*Davis v. RAM Partners, LLC* (USDC MD NC) (settlement of class claims arising from apartment communities allegedly assessing improper eviction fees) (2021).

*Hampton v. KPM et al.* (USDC WD NC) (settlement of class claims arising from apartment communities allegedly assessing improper eviction fees) (2021).

*Brogden v. Kenney Properties, Inc. et al.* (Wake Co., NC) (settlement of class claims arising from apartment communities allegedly assessing improper eviction fees) (2021).

*Williams v. Pegasus Residential, LLC* (USDC MD NC) (preliminary approval of settlement of class claims arising from apartment communities allegedly assessing improper eviction fees) (2021).

*Medina v. Westdale et al.* (USDC ED NC) (settlement of class claims arising from apartment communities allegedly assessing improper eviction fees) (2021).

*Talley et al. v. Lincoln Property Company* (USDC ED NC) (preliminary approval of settlement of class claims arising from apartment communities allegedly assessing improper eviction fees pending) (2021).

*McCord v. PRG Real Estate Mgmt, Inc. et al.* (USDC MD NC) (pending final approval of settlement of class claims arising from apartment communities allegedly assessing improper eviction fees) (2021).

## **Appliances**



Milberg Firm Resume  
Page 4 of 11

*Ersler, et. al v. Toshiba America et. al*, No. 07- 2304 (D.N.J.) (settlement of claims arising from allegedly defective television lamps) (2009).

*Maytag Neptune Washing Machines* (class action settlement for owners of Maytag Neptune washing machines).

*Stalcup, et al. v. Thomson, Inc.* (Ill. Cir. Ct.) (\$100 million class settlement of claims that certain GE, PROSCAN and RCA televisions may have been susceptible to temporary loss of audio when receiving broadcast data packages that were longer than reasonably anticipated or specified) (2004).

*Hurkes Harris Design Associates, Inc., et al. v. Fujitsu Computer Prods. of Am., Inc.* (settlement provides \$42.5 million to pay claims of all consumers and other end users who bought certain Fujitsu Desktop 3.5” IDE hard disk drives) (2003).

*Turner v. General Electric Company*, No. 2:05-cv-00186 (M.D. Fla.) (national settlement of claims arising from allegedly defective refrigerators) (2006).

### **Automobiles**

*In re General Motors Corp. Speedometer Prods. Liability Litig.*, MDL 1896 (W.D. Wash.) (national settlement for repairs and reimbursement of repair costs incurred in connection with defective speedometers) (2007).

*Baugh v. The Goodyear Tire & Rubber Company* (class settlement of claims that Goodyear sold defective tires that are prone to tread separation when operated at highway speeds; Goodyear agreed to provide a combination of both monetary and non-monetary consideration to the Settlement Class in the form of an Enhanced Warranty Program and Rebate Program) (2002).

*Lubitz v. Daimler Chrysler Corp.*, No. L-4883-04 (Bergen Cty. Super. Ct, NJ 2006) (national settlement for repairs and reimbursement of repair costs incurred in connection with defective brake system; creation of \$12 million fund; 7th largest judgment or settlement in New Jersey) (2007).

*Berman et al. v. General Motors LLC*, Case No. 2:18-cv-14371 (S.D. Fla.) (Co-Lead Counsel; national settlement for repairs and reimbursement of repair costs incurred in connection with Chevrolet Equinox excessive oil consumption).

### **Civil Rights**

*In re Black Farmers Discrimination Litigation*, Case No. 1:08-mc-00511 (D.D.C.) (\$1.25 billion settlement fund for black farmers who alleged U.S. Department of Agriculture discriminated against them by denying farm loans) (2013).

*Bruce, et. al. v. County of Rensselaer et. al.*, Case No. 02-cv-0847 (N.D.N.Y.) (class settlement of claims that corrections officers and others employed at the Rensselaer County Jail (NY)

Milberg Firm Resume  
Page 5 of 11

engaged in the practice of illegally strip searching all individuals charged with only misdemeanors or minor offenses) (2004).

### **Commercial**

*In re: Outer Banks Power Outage Litigation*, 4:17-cv-141 (E.D.N.C) (Co-Lead Counsel; \$10.35 million settlement for residents, businesses, and vacationers on Hatteras and Ocracoke Islands who were impacted by a 9-day power outage) (2018)

### **Construction Materials**

*Cordes et al v. IPEX, Inc.*, No. 08-cv-02220-CMA-BNB (D. Colo.) (class action arising out of defective brass fittings; court-appointed member of Plaintiffs' Steering Committee) (2011).

*Elliott et al v. KB Home North Carolina Inc. et al* 08-cv-21190 (N.C. Super. Ct. Wake County) (Lead Counsel; class action settlement for those whose homes were constructed without a weather-resistant barrier)(2017)

*In re: Pella Corporation Architect and Designer Series Windows Marketing, Sales Practices and Products Liability Litigation*, MDL No. 2514 (D.S.C.)(class action arising from allegedly defective windows; Court-appointed Co-Lead Counsel).

*In re MI Windows and Doors, Inc., Products Liability Litigation*, MDL No. 2333 (D.S.C) (National class action settlement for homeowners who purchased defective windows; Court-appointed Co-Lead Counsel).

*In re: Atlas Roofing Corporation Chalet Shingle Products Liability Litig.*, MDL No. 2495 (N.D. Ga.) (class action arising from allegedly defective shingles; Court-appointed Co-Lead Counsel).

*Helmer et al. v. Goodyear Tire & Rubber Co.*, No. 12-cv-00685-RBJ (D. Colo. 2012) (class action arising from allegedly defective radiant heating systems; Colorado class certified, 2014 WL 3353264, July 9, 2014)).

*In re: Zurn Pex Plumbing Products Liability Litigation*, No. 0:08-md-01958, MDL No. 1958 (D. Minn.) (class action arising from allegedly plumbing systems; member of Executive Committee; settlement) (2012).

*Hobbie, et al. v. RCR Holdings II, LLC, et al.*, No. 10-1113 , MDL No. 2047 (E.D. La.) (\$30 million settlement for remediation of 364 unit residential high-rise constructed with Chinese drywall) (2012).

*In re: Chinese Manufactured Drywall Products Liability Litigation*, No. 2:09-md-02047, MDL No. 2047 (E.D. La.) (litigation arising out of defective drywall) (appointed Co-Chair, Insurance Committee) (2012).

Milberg Firm Resume  
Page 6 of 11

*Galanti v. Goodyear Tire & Rubber Co.*, No. 03-209 (D.N.J. 2003) (national settlement and creation of \$330 million fund for payment to owners of homes with defective radiant heating systems) (2003).

*In re Synthetic Stucco Litig.*, Civ. Action No. 5:96-CV-287-BR(2) (E.D.N.C.) (member of Plaintiffs' Steering Committee; settlements with four EIFS Manufacturers for North Carolina homeowners valued at more than \$50 million).

*In re Synthetic Stucco (EIFS) Prods. Liability Litig.*, MDL No. 1132 (E.D.N.C.) (represented over 100 individuals homeowners in lawsuits against homebuilders and EIFS manufacturers).

*Posey, et al. v. Dryvit Systems, Inc.*, Case No. 17,715-IV (Tenn. Cir. Ct) (Co-Lead Counsel; national class action settlement provided cash and repairs to more than 7,000 claimants) (2002).

*Sutton, et al. v. The Federal Materials Company, Inc., et al.*, No. 07-CI-00007 (Ky. Cir. Ct) (Co-Lead Counsel; \$10.1 million class settlement for owners of residential and commercial properties constructed with defective concrete).

*Staton v. IMI South, et al.* (Ky. Cir. Ct.) ((Co-Lead Counsel; class settlement for approximately \$30 million for repair and purchase of houses built with defective concrete).

*In re Elk Cross Timbers Decking Marketing, Sales Practices and Products Liability Litigation*, No. 15-cv-0018, MDL No. 2577 (D.N.J.) (Lead Counsel; national settlement to homeowners who purchased defective GAF decking and railings).

*Bridget Smith v. Floor and Decor Outlets of America, Inc.*, No. 1:15-cv-4316 (N.D. Ga.) (Co-Lead Counsel; National class action settlement for homeowners who purchased unsafe laminate wood flooring).

*In re Lumber Liquidators Chinese-Manufactured Flooring Products Marketing, Sales Practices and Products Liability Litigation* MDL No. 1:15-md-2627 (E.D.Va.) (Formaldehyde case; \$36 million national class action settlement for member who purchased a certain type of laminate flooring).

*In re Lumber Liquidators Chinese-Manufactured Laminate Flooring Durability Marketing, Sales Practices Litigation* MDL No. 1:16-md-2743 (E.D.Va.) (Co-Lead Counsel; Durability case; \$36 million national class action settlement for member who purchased a certain type of laminate flooring).

*In re Windsor Wood Clad Window Products Liability Litigation* MDL No. 2:16-md-02688 (E.D. Wis.) (National class action settlement for homeowners who purchased defective windows; Court-appointed Lead Counsel).

*In re Allura Fiber Cement Siding Products Liability Litigation* MDL No. 2:19-md-02886 (D.S.C.) (class action arising from allegedly defective cement board siding; Court-appointed Lead Counsel).

### **Environmental**

*Nnadili, et al. v. Chevron U.S.A., Inc.*, No. 02-cv-1620 (D.D.C.) (\$6.2 million settlement for owners and residents of 200 properties located above underground plume of petroleum from former Chevron gas station) (2008).

### **Fair Labor Standards Act/Wage and Hour**

*Craig v. Rite Aid Corporation*, Civil No. 08-2317 (M.D. Pa.) (FLSA collective action and class action settled for \$20.9 million) (2013).

*Stillman v. Staples, Inc.*, Civil No. 07-849 (D.N.J. 2009) (FLSA collective action, plaintiffs' trial verdict for \$2.5 million; national settlement approved for \$42 million) (2010).

*Lew v. Pizza Hut of Maryland, Inc.*, Civil No. CBB-09-CV-3162 (D. Md.) (FLSA collective action, statewide settlement for managers-in-training and assistant managers, providing recompense of 100% of lost wages) (2011).

### **Financial**

*Roberts v. Fleet Bank (R.I.), N.A.*, Civil Action No. 00-6142 (E. D. Pa.) (\$4 million dollar settlement on claims that Fleet changed the interest rate on consumers' credit cards which had been advertised as "fixed.") (2003).

*Penobscot Indian Nation et al v United States Department of Housing and Urban Development*, N. 07-1282 (PLF) (D.D.C. 2008) (represented charitable organization which successfully challenged regulation barring certain kinds of down-payment assistance; Court held that HUD's promulgation of rule violated the Administrative Procedure Act) (2008).

### **Impact Fees**

*Town of Holly Springs*, No. 17-cvs-6244, 17-cvs-6245, 18-cvs-1373 (Wake Co., NC) (Court appointed Class Counsel; Class action settlement with a \$7.9 million fund for builders and developers to recover improper capacity replacement and transportation fees paid to the town) (2019).

*Larry Shaheen v. City of Belmont*, No. 17-cvs-394 (Gaston Co., NC) (Court appointed Class Counsel; Class action settlement with a \$1.65 million fund for builders and developers to recover improper capacity replacement and transportation fees paid to the city) (2019).

*Upright Builders Inc. et al. v. Town of Apex*, No. 18-cvs-3720 & 18-cvs-4384, (Wake Co., NC) (Court appointed Class Counsel; Class action settlement with a \$15.3 million fund for builders and developers to recover improper capacity replacement and transportation paid fees to the town) (2019).

Milberg Firm Resume  
Page 8 of 11

*Mayfair Partners, LLC et al. v. City of Asheville*, No. 18-cvs-04870 (Buncombe County) (Court appointed Class Counsel; Class action settlement with a \$1,850,000 million fund for builders and developers to recover improper impact fees paid to the city) (2020).

*Shenandoah Homes, LLC v. Town of Clayton*, No. 19-cvs-640 (Johnston County) (Court appointed Class Counsel; Class action settlement with a \$2.7 million fund for builders and developers to recover improper impact fees paid to the town) (2020).

*Brookline Homes LLC v. City of Mount Holly*, Gaston County file no. 19-cvs-1163 (Gaston County) (Court appointed Class Counsel; Class action settlement with a \$483,468 fund for builders and developers to recover improper impact fees paid to the city) (2020).

*Eastwood Construction, LLC et. al v. City of Monroe*, Union County file nos. 18-CVS-2692 (Union County) (Court appointed Class Counsel; Class action settlement with a \$1,750,000 million fund for builders and developers to recover improper impact fees paid to the city) (2020).

### **Insurance**

*Young, et al. v. Nationwide Mut. Ins. Co, et al.*, No. 11-5015 (E.D. Ky.) (series of class actions against multiple insurance companies arising from unlawful collection of local taxes on premium payments; class certified and affirmed on appeal, 693 F.3d 532 (6th Cir., 2012); settlements with all defendants for 100% refund of taxes collected) (2014).

*Nichols v. Progressive Direct Insurance Co., et al.*, No. 2:06cv146 (E.D. Ky.) (Class Counsel; class action arising from unlawful taxation of insurance premiums; statewide settlement with Safe Auto Insurance Company and creation of \$2 million Settlement Fund; statewide settlement with Hartford Insurance Company and tax refunds of \$1.75 million) (2012).

### **Privacy/Data Breach**

*Baksh v. Ivy Rehab Network, Inc.*, Case No. 7:20-cv-01845-CS (S.D. N.Y.) (class counsel in a data breach class action settlement; final approval granted).

*In re: GE/CBPS Data Breach Litigation*, 1:2020-cv-02903, Doc. 35 (S.D.N.Y.) (appointed co-lead counsel in nationwide class action).

*Mowery et al. v. Saint Francis Healthcare System*, Case No. 1:20-cv-00013-SRC (E.D. Mo.) (appointed class counsel; final approval granted);

*Chatelain et al. v. C, L and W PLLC d/b/a Affordacare Urgent Care Clinics*, Case No. 50742-A (42nd District Court for Taylor County, Texas) (appointed class counsel; settlement valued at over \$7 million; final approval granted).

*Bailey v. Grays Harbor County Public Hospital District et al.*, Case No. 20-2-00217-14 (Grays Harbor County Superior Court, State of Washington) (appointed class counsel in hospital data breach class action involving approximately 88,000 people; final approval granted Septem 2020).

Milberg Firm Resume  
Page 9 of 11

*Nelson, et al. v. Idaho Central Credit Union*, No. CV03-20-00831 (Bannock County, Idaho) (appointed co-lead counsel in data breach class action involving 17,000 class members; granted final approval of settlement valued at \$3.3 million).

*In Re: Canon U.S.A. Data Breach Litigation*, Master File No. 1:20-cv-06239-AMD-SJB (E.D.N.Y.) (appointed co-lead counsel).

*Richardson v. Overlake Hospital Medical Center et al.*, Case No. 20-2-07460-8 SEA (King County Superior Court, State of Washington) (appointed class counsel in data breach case; final approval granted September 2021).

*Kenney et al. v. Centerstone of America, Inc. et al.*, Case No. 3:20-cv-01007-EJR (M.D. Tenn.) (appointed lead class counsel; final approval of \$1.5 million settlement granted August 9, 2021).

*Jackson-Battle v. Navicent Health, Inc.*, Civil Action No. 2020-CV-072287 (Superior Court of Bibb County, Georgia) (appointed class counsel in data breach case involving 360,000 patients; final approval granted Aug. 2021);

*Suren et al. v. DSV Solutions, LLC*, Case No. 2021CH000037 (Circuit Court for the Eighteenth Judicial Circuit of DuPage County, Illinois) (appointed Settlement Class Counsel, final approval granted September 27, 2021).

*Chacon v. Nebraska Medicine*, Case No. 8:21-cv-00070-RFR-CRZ (D. Neb.) (appointed class counsel in data breach settlement, final approval granted September 2021);

*Aguallo et al v. Kemper Corporation et al.*, Case No. 1:21-cv-01883 (N.D. Ill.) (appointed Co-lead Counsel, final approval granted of \$17.1 million class settlement).

*Martinez et al. v. NCH Healthcare System, Inc.*, Case No. 2020-CA-000996 (Circuit Court of the Twentieth Judicial Circuit in and for Collier County, Florida) (appointed Settlement Class Counsel; final approval granted).

*Carr et al. v. Beaumont Health et al.*, Case No. 2020-181002-NZ (Circuit Court for the County of Oakland, Michigan) (appointed co-class counsel in data breach case involving 112,000 people; final approval granted October 2021).

*Klemm et al. v. Maryland Health Enterprises, Inc. D/B/A Lorien Health Services*, C-03-CV-20-002899 (Circuit Court for Baltimore County, Maryland) (appointed Settlement Class Counsel, preliminary approval granted November 2021).

*Cece et al. v. St. Mary's Health Care System, Inc. et al.*, Civil Action No. SU20CV0500 (Superior Court of Athens-Clarke County, Georgia) (appointed Settlement Class Counsel in data breach case involving 55,652 people; final approval granted April 2022).

*In re: Herff Jones Data Breach Litigation*, Master File No. 1:21-cv-1329-TWP-DLP (S.D. Ind.) (appointed co-lead counsel in data breach involving over 1 million persons; preliminary approval of \$4.35 million settlement granted January 2022).

Milberg Firm Resume  
Page 10 of 11

*In Re: CaptureRx Data Breach Litigation*, No. 5:21-cv-00523-OLG (W.D. Tex.) (appointed co-lead counsel in data breach case involving over 2.4 million class members; preliminary approval of \$4.75 million settlement granted February 2022).

*In re Arthur J. Gallagher Data Breach Litigation*, No. 1:21-cv-04056 (N.D. Ill.) (appointed co-lead counsel in data breach case involving over 3 million class members).

*Heath v. Insurance Technologies Corp.*, No. 21-cv-01444 (N.D. Tex.) (\$11 million settlement for a major data breach involving more than 4 million consumers).

*Powers, Sanger et al v. Filters Fast LLC*, Case 3:20-cv-00982-jdp (appointed co-lead Settlement Class Counsel; preliminary approval granted November 2021).

*Garcia v. Home Medical Equipment Specialists, LLC*, Case No. D-202-cv-2021-06846 (appointed class counsel; final approval granted June 2022).

*Baldwin et al. v. National Western life Insurance Company*, Case No. 2:21-cv-04066 (W.D. Mo.) (appointed co-class counsel; final approval granted June 2022 in settlement valued at approximately \$4.4 million).

*Hashemi, et. al. v. Bosley, Inc.*, Case No. 21-cv-00946-PSG (RAOx) (C.D. CA) (appointed co-class counsel; preliminary approval granted February 2022).

*In re: Blaukbaud, Inc. Customer Data Security Breach Litigation* (MDL 2972) (Milberg attorneys appointed co-lead counsel).

*Paras, et al v. Dental Care Alliance, LLC*, Case No. 22EV000181 (Ga. State Court Fulton Cnty.); (appointed co-lead class counsel; preliminary approval granted April 2022).

*Hough v. Navistar, Inc.*, Case No.: 2021L001161 (Circuit Court for the Eighteenth Judicial Circuit, Dupage County, Illinois); (appointed co-lead class counsel; final approval granted May 2022).

*Purvis, et al v. Aveanna Healthcare, LLC*, Case No. 1:20-cv-02277-LMM (N.D. Ga.) (appointed class counsel; preliminary approval granted June 2022).

*Clark v. Mercy Hospital, et al*, Case No. CVCV082275 (Iowa Dist. Crt, Johnson Cnty.) (appointed class counsel; preliminary approval granted February 2022).

*Myschka, et al v. Wolfe Clinic, P.C. d/b/a Wolfe Eye Clinic*, (Iowa Dist. Crt., Marshall Cnty.) (appointed class counsel; final approval granted June 2022).

*Devine, et al v. Health Aid of Ohio, Inc.*, (Ohio Court of Common Pleas, Cuyahoga Cnty.) (appointed class counsel; preliminary approval granted March 2022).

*James v. CohnReznick LLP*, Case No. 1:21-cv-06544 (S.D.N.Y.), (appointed as co-class counsel; preliminary approval granted May 2022).

*Davidson v. Healthgrades Operating Company, Inc.*, Case No. 1:21-cv-01250-RBJ (D. Colo.), (appointed class counsel; preliminary approval granted April 2022).

Milberg Firm Resume  
Page 11 of 11

*Bodie v. Capitol Wholesale Meats, Inc.*, Case No. 2022CH000020 (Ill. 18<sup>th</sup> Jud. Cir. Ct., DuPage Cnty.) (appointed class counsel; preliminary approval granted March 2022).

*Culp v. Bella Elevator LLC*, Case No. 2021-CH-00014 (Ill. 10<sup>th</sup> Jud. Cir. Ct., Peoria Cnty.) (appointed class counsel; final approval granted May 2022).