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

In re Progressive Leasing Breach Litigation

**PLAINTIFFS' MOTION AND
APPLICATION FOR ATTORNEYS'
FEES, EXPENSES, AND SERVICE
AWARDS TO CLASS
REPRESENTATIVES AND
MEMORANDUM OF LAW IN SUPPORT**

Case No. 2:23-cv-00783

District Judge David Barlow

Magistrate Judge Cecilia M. Romero

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I. INTRODUCTION

Pursuant to Federal Rules of Civil Procedure 23(h) and 54(d) and this Court’s November 5, 2025 Order Granting Preliminary Approval of Class Action Settlement (ECF No. 87), Plaintiffs Raymond Dreger, Chad Boyd, Ralph Maddox, Dawn Davis, Richard Guzman, Tyler Whitmore, Melanie Williams, Laura Robinson, Allison Ryan, Marty Alexander, and Stephen Hawes respectfully submit this application for: (1) approval of an award of attorneys’ fees to Class Counsel in the amount of \$1,083,333.33 (one third of the Settlement Fund); (2) approval of reimbursement of reasonable litigation costs and expenses of \$19,270.31; and (3) approval of service awards of \$3,000.00 to each Class Representative (totaling \$33,000.00).¹ Plaintiffs will submit a proposed order granting their request as an exhibit to Plaintiffs’ forthcoming Motion for Final Approval.

II. FACTUAL BACKGROUND AND PROCEDURAL HISTORY

On or about September 21, 2023, Prog Leasing, LLC (“Prog” or “Defendant”) disclosed that it was the victim of a cyberattack. On or about October 23, 2023, pursuant to applicable law, Prog began notifying individuals, including Plaintiffs and Settlement Class Members, that their Private Information was involved in the Data Incident. Subsequently, class action lawsuits were filed against Prog in the United States District Court for the District of Utah and the Central District of California. Thereafter, all related actions were transferred and/or consolidated into one case before Judge David Barlow in the United States District Court for the District of Utah, styled *In re Progressive Leasing Breach Litigation*, Case No. 2:23-cv-00783. (ECF Nos. 22, 34). Plaintiffs filed their Consolidated Class Action Complaint against Prog on April 19, 2024 alleging multiple

¹ Unless otherwise stated, all capitalized terms shall have the definitions set forth in the Settlement Agreement (“SA”) attached as Exhibit 1 to Plaintiffs’ Unopposed Motion for Preliminary Approval of Class Action Settlement [ECF No. 86].

causes of action, including negligence, breach of implied contract, declaratory judgment, and violation of the California Consumer Privacy Act, Cal. Code. § 1798.150 *et seq.* (ECF No. 39). In response, Prog filed a Motion to Dismiss Plaintiffs' Consolidated Class Action Complaint pursuant to Federal Rules of Civil Procedure 12(b)(1) and 12(b)(6) on June 24, 2024 (ECF No. 56), which Plaintiffs opposed on August 9, 2024 (ECF No. 64). On January 16, 2025, the Court entered an Order granting in part and denying in part Defendant's Motion to Dismiss Plaintiffs' Consolidated Class Action Complaint [ECF No. 69], and on February 6, 2025, Prog filed an Answer to Plaintiffs' Consolidated Class Action Complaint [ECF No. 72].

During this time, the Parties also served multiple interrogatories, requests for production, and requests for admission on each other following the bifurcation of class discovery from merits discovery on June 6, 2024. [ECF No. 55]. Ultimately, on March 10, 2025, the Parties submitted a Stipulated Motion to Stay Case Proceedings and advised the Court the Parties agreed to conduct private mediation on or before June 30, 2025. [ECF No. 73]. The Parties subsequently agreed to participate in a private, in-person mediation held on June 30, 2025 in Salt Lake City, Utah with respected mediator, Michael N. Ungar, Esq. As a result of the mediation, the Parties reached a class-wide settlement (the "Settlement") and informed the Court of the Settlement on July 7, 2025. (ECF No. 79). Plaintiffs filed their Motion for Preliminary Approval on October 20, 2025 (ECF No. 86), which was ultimately approved by the Court on November 5, 2025 (ECF No. 87).

After over two years of hard-fought litigation, the Parties have reached a Settlement that provides substantial monetary and other benefits to the Settlement Class. The Settlement represents an excellent result for the Settlement Class and was obtained against a robust defense by Prog, which was represented by a highly regarded nationwide law firm with extensive experience in data privacy litigation. Although Plaintiffs believe in the merits of their claims, this litigation was

inherently risky and complex. *See* Declaration of Daniel Srourian (“Srourian Decl.”), attached hereto as Exhibit 1, ¶ 2. The claims involve the intricacies of data breach litigation (a fast-developing area of law), and Plaintiffs faced considerable risks at each stage of litigation. *Id.* Despite these risks, it was through the hard-fought negotiations and the skill and diligent work of Settlement Class Counsel and the Class Representatives that the Settlement was achieved for the benefit of the Settlement Class. Through Class Counsel’s efforts, this Settlement provides monetary relief that will reimburse documented out-of-pocket losses of up to \$5,000 per Settlement Class Member who incurred expenses fairly traceable to the Data Incident. (SA, ¶ 90). In addition, all Settlement Class Members are eligible to receive 24 months of credit monitoring and identity theft protection, with \$1,000,000 in reimbursement insurance. (*Id.*, ¶ 91). Further, in addition to, or in the alternative to, making a Claim for Documented Losses, Settlement Class Members who resided in California at the time of the Data Incident may elect to receive a California Statutory Payment of up to \$100 on a claims-made basis. (*Id.*, ¶ 92). And finally, in the alternative to making Claims for Documented Losses and/or Claims for a California Statutory Payment, Settlement Class Members may elect to receive a Cash Payment of up to \$400.00 on a claims-made basis. (*Id.* ¶ 93).

As compensation for the substantial benefit conferred upon the Settlement Class, Settlement Class Counsel requests this Court award attorneys’ fees in the amount of \$1,083,333.33, representing approximately one-third of the Settlement Fund, and reimbursement for \$19,270.31 in costs and expenses. This request is contemplated by the Settlement Agreement and Class Counsel apprised the Court of this request in its Motion for Preliminary Approval on October 20, 2025. (ECF No. 86.) and further supported by conducting a lodestar cross-check, as further set forth, *infra*. As such, the relief requested herein should be granted by the Court at the scheduled Final Approval Hearing on February 6, 2026, in conjunction with Plaintiffs’ eventual Motion for

Final Approval of Class Action Settlement.

III. SUMMARY OF SETTLEMENT

Defendant has made available \$3,250,000.00 to fund the Settlement Benefits described below. SA, ¶ 78.

1. The Settlement Class Definition

The Court provisionally certified the following Nationwide Settlement Class. The proposed Settlement Class is defined as follows:

All living individuals residing in the United States who were sent a Notice of Data Incident from Prog indicating their Private Information may have been involved in the Data Incident.

The California Subclass is defined as follows:

“California Subclass” meaning all living individuals in the United States who were sent a Notice of Data Incident and are verified to have resided in the State of California on September 11, 2023.

(ECF No. 86).

2. Settlement Benefits

The Settlement secures multiple significant benefits for Settlement Class Members, remediating and mitigating the alleged harms Plaintiffs contend the Data Incident has caused and will continue to cause.

First, Settlement Class Members are eligible to be reimbursed up to \$5,000 for ordinary out-of-pocket expenses that are fairly traceable to the Data Incident, including: (i) costs incurred on or after September 11, 2023, associated with purchasing or extending additional credit monitoring or identity theft protection services and/or accessing or freezing/unfreezing credit reports with any credit reporting agency; and (ii) other miscellaneous expenses incurred related to any Documented Losses such as notary, fax, postage, copying, mileage, and long-distance telephone charges that were more than likely caused by the Data Incident. (SA, ¶¶ 37, 90).

Next, in addition to, or in the alternative to, submitting a Claim for Documented Losses, Settlement Class Members who resided in California at the time of the Data Incident may elect to receive a statutory cash payment of up to \$100 on a claims-made basis (“California Statutory Payment”). *Id.* ¶ 92. In the alternative to submitting a Claim for Documented Losses and/or a Claim for a California Statutory Payment, Settlement Class Members may elect to receive a Cash Payment of up to \$400 on a claims-made basis. *Id.* ¶ 93. The payment amount will be calculated by dividing the funds remaining in the Settlement Fund—after payment of approved Claims for Documented Losses, approved claims for Credit Monitoring services (discussed below), approved Claims for a California Statutory Payment, Settlement Administration Costs, Court-approved Service Awards, and Court-approved Fee Awards and Costs—by the number of Settlement Class Members who submit a Valid Claim. *Id.*

Finally, all Settlement Class Members who submit a Valid Claim are eligible to receive two years of three-bureau Credit Monitoring services. Credit Monitoring services will be provided by IDX and will include 24-month, 3-bureau credit monitoring with Credit Monitoring & Alerts, CyberScan Dark Web Monitoring, \$1,000,000 Reimbursement Insurance, Fully Managed Identity Restoration, Member Advisory Services, Lost Wallet Assistance, and immediate support to Settlement Class Members who elect Credit Monitoring services. *Id.*, ¶ 91.3

3. Settlement Administration

The costs of Settlement Administration and Notice will be paid from the Settlement Fund. *Id.*, ¶ 74.4

4. Attorney’s Fees, Expenses, and Service Awards

The Settlement Agreement authorizes Class Counsel to seek attorneys’ fees in an amount not to exceed one-third of the Settlement Fund, or \$1,083,333.33, and reimbursement for litigation

expenses. SA, ¶ 131. The Settlement Agreement also authorizes Class Counsel to seek Service Awards in an amount not to exceed \$3,000.00 to each named Plaintiff for their time and effort on behalf of the Settlement Class. *Id.* 5

5. Preliminary Approval and the Notice Program

Plaintiffs filed an unopposed motion for preliminary approval of the settlement on October 20, 2025. (ECF No. 86). The Court granted preliminary approval and authorization of notice on November 5, 2025. (ECF No. 87). Since that time, the Parties have worked with the Court-approved settlement administrator, CPT Group, to implement the Notice Program, including issuance of Notice and establishment of the Settlement Website. Srourian Decl., ¶ 2.

IV. ARGUMENT

1. The Fee Request is Reasonable Under both the Percentage-of-Fund Method and the Lodestar Method

In diversity cases within the Tenth Circuit, state substantive law governs the permissible methods of calculation of reasonable attorneys' fees. *Chieftain Royalty Co. v. Enervest Energy Institutional Fund XIII-A, L.P.*, 888 F.3d 455, 463 (10th Cir. 2017) (“*Enervest*”). Under Utah law, a reasonable attorney fee in class actions may be determined using either the percentage-of-the-fund method or the lodestar method. *See e.g. Plumb v. State*, 809 P.2d 734, 740 (Utah 1990) (determining it was not an abuse of discretion to use the lodestar method). Under the percentage-of-the-fund method, an award of fees is equal to some percentage of the common benefits that the attorneys were successful in procuring during the litigation. *See Brown v. Phillips*, 838 F.2d 451, 454 (10th Cir. 1988) ; *Uselton v. Com. Lovelace Motor Freight, Inc.*, 9 F.3d 849, 853 (10th Cir. 1993) ; *Gottlieb v. Barry*, 43 F.3d 474, 482 (10th Cir. 1994) . In a class action litigation, like the instant case, the Supreme Court has “recognized consistently that a

litigant or a lawyer who recovers a common fund for the benefit of persons other than himself or his client is entitled to a reasonable attorney's fee from the fund as a whole." *Boeing Co. v. Van Gemert*, 444 U.S. 472, 478 (1980). Under the lodestar method, the number of hours reasonably expended by an attorney are multiplied by a reasonable rate, which is adjusted given the characteristics of a particular action. *Blum v. Stenson*, 465 U.S. 886, 888 (1984). Whichever method is used in the first instance, it should also be cross-referenced using the other method, to ensure a reasonable fee. *Plumb*, 809 P.2d at 740.

In general, the percentage-of-the-fund approach is preferred by the Tenth Circuit when state law so permits. *See Gottlieb*, 43 F.3d at 482–83; *Anderson v. Merit Energy Co.*, No. 07-cv-00916-LTB-BNB, 2009 WL 3378526 at *2 (D. Colo. Oct. 20, 2009); *In re Nu Skin Enterprises, Inc.*, 2:14-cv-00033-JNP-BCW, 2016 WL 6916486, at *1 (D. Utah Oct. 13, 2016). This approach results in “proportionately spreading payment of attorney fees among the class members.” *Lucken Family Ltd. Partnership, LLP v. Ultra Res., Inc.*, 2010 WL 5387559, at *2–3 (D. Colo. Dec. 22, 2010); *Manual For Complex Litigation (Fourth)*, § 14.121 (the vast majority of courts of appeals now permit or direct district courts to use the percentage-fee method in common-fund cases). In calculating the percentage of the fund to be allocated for attorneys' fees, it is appropriate to compare the fee to the total amount recovered for the benefit of the class, even if some class members choose not to claim their share. *Van Gemert*, 444 U.S. at 481 (attorneys' fees must be based on the value of the entire common benefit, even if some beneficiaries make no claim); *accord Waters v. Intern. Precious Metals Corp.*, 190 F.3d 1291, 1298 (11th Cir. 1999); *Williams v. MGM-Pathe Communications Co.*, 129 F.3d 1026, 1027 (9th Cir. 1997); *Brundle ex*

rel. Constellis Employee Stock Ownership Plan v. Wilmington Tr., N.A., 919 F.3d 763, 785 (4th Cir. 2019), as amended (Mar. 22, 2019).

In the instant settlement, Defendant has agreed to create a \$3,250,000.00 Settlement Fund for the benefit of Settlement Class Members and Class Counsel has requested one-third of that amount as a fee award (*i.e.*, \$1,083,333.33). To determine the reasonableness of a requested fee award under the percentage-of-fund approach, courts in the Tenth Circuit consider the factors articulated in *Johnson v. Georgia Highway Express, Inc.*, 488 F.2d 714, 717- 19 (5th Cir. 1974), which are: (i) the time and labor involved; (ii) the novelty and difficulty of the questions; (iii) the skill requisite to perform the legal service properly; (iv) the preclusion of other employment by the attorney due to the acceptance of the case; (v) the customary fee; (vi) any prearranged fee; (vii) time limitations imposed by the client or circumstances; (viii) the amount involved and the results obtained; (ix) the experience, reputation, and ability of the attorneys; (x) the undesirability of the case; (xi) the nature and length of the professional relationship with the client; and (xii) awards in similar cases.

² *Brown*, 838 F.3d at 454; *Gottlieb*, 43 F.3d at 482. As discussed in more detail below, an analysis of the *Johnson* factors weighs in favor of approval.

a. Plaintiffs' Fee Request is Below the Customarily Awarded Fee.

Plaintiffs seek a combined total of \$1,083,333.33 in attorneys' fees, and \$19,270.31 in expenses, and costs. To date, Class Counsel has dedicated 1,206.95 hours to this litigation,

² A court does not need to specifically address each *Johnson* factor in a case. *Blanco v. Xtreme Drilling & Coil Services, Inc.*, No. 16-cv-00249-PAB-SKC, 2020 WL 4041456, at *4 (D. Colo. July 7, 2020) (citing *Gudenkauf v. Stauffer Commc'ns, Inc.*, 158 F.3d 1074, 1083 (10th Cir. 1998)). Furthermore, "a court may assign different relative weights to the factors—that is, none of the factors is inherently equiponderant, preponderant, or dispositive." *Stalcup v. Schlage Lock Co.*, 505 F. Supp. 2d 704, 705-06 (D. Colo. 2007). The factors also need not be exhausted in every case. *Jenkins v. Pech*, No. 8:14CV41, 2016 WL 715780, at *1 (D. Neb. Feb. 22, 2016).

representing \$923,147.40 in attorney’s fees. Srourian Decl. ¶ 8. Class Counsel will incur additional time and necessary expenses (such as those associated with the preparation for and attendance at the final approval hearing) through the conclusion of this lawsuit. As mentioned, Plaintiffs’ request only amounts to approximately one third of the Settlement Fund—\$1,083,333.33. Federal district courts sitting in Utah regularly hold that the customary fee award in a common fund settlement is approximately one-third (1/3) of the total economic benefit bestowed upon the class. *See In re Nu Skin Enterprises, Inc.*, 2016 WL 6916486, at *1 (approving attorneys’ fees of 29% of the benefit for the class); *Lawrence v. First Financial Investment Fund V, LLC*, 2:19-cv-00174- RJS-CMR, 2022 WL 911357 at *3 (D. Utah March 29, 2022) (defining customary fees between 22 and 40 percent); *Cazeau v. TPUSA, Inc.*, 2:18-cv-00321-RJS-CMR, 2021 WL 1688540 at *8- 9 (D. Utah April 29, 2021) (approving attorneys’ fees of 33 percent of the benefit created).

Further, federal courts within the Tenth Circuit also routinely approve fee requests equivalent to, and often even more than, what is requested by Class Counsel in this matter. *See CompSource Okla. v. BNY Mellon, N.A.*, 2012 WL 6864701 (E.D. Okla. Oct. 25, 2012) (observing acceptable fee awards of up to “37%, and more in some cases”); *Lucken*, 2010 WL 5387559, at *6 (“The customary fee awarded to class counsel in a common fund settlement is approximately one third of the total economic benefit bestowed on the class.”); *Vaszlavik v. Storage Tech. Corp.*, No. 95-B-2525, 2000 WL 1268824 (D. Colo. Mar. 9, 2000) (finding a 20%–50% range “presumptively reasonable.”); *Cimarron Pipeline Construction, Inc. v. National Council on Compensation Insurance*, 1993 WL 355466, at *2 (W.D. Okla. June 8, 1993) (noting range of 30-40% of amount recovered as “common in complex and other cases taken on a contingent fee basis.”).

Here, Plaintiffs' request of \$1,083,333.33 in fees and \$19,270.31 in expenses falls within the range of what is considered a customary for a settlement of this magnitude and should be viewed by this Court as presumptively reasonable. Accordingly, Plaintiffs' fee request should be granted.

b. The Amount Involved and the Results Obtained Support Approval of Settlement Class Counsel's Fee Request.

As stated *supra*, the Settlement provides substantial benefits to Settlement Class Members. Class Counsel's efforts resulted in an all-cash non-reversionary settlement fund for Settlement Class Members to submit a Claim for out-of-pocket Documented Losses up to \$5,000 each and two years of free Credit Monitoring, which includes comprehensive dark web monitoring, high risk transaction monitoring with real time alerts, security freeze, and \$1,000,000 in insurance coverage. SA, ¶¶ 37, 91. Further, even if a Settlement Class Member has not suffered any Documented Losses, they are still eligible to receive monetary relief by submitting a claim for a California Statutory Payment (if the Settlement Class Member resided in California at the time of the Data Incident) or for a Cash Payment. *Id.*, ¶¶ 992-93. What makes this Settlement exceptional is that Plaintiffs' Counsel and Class Counsel negotiated terms ensuring that every Settlement Class Member who elects to participate in the Settlement has the opportunity to receive Credit Monitoring, in addition to either a California Statutory Payment of up to \$100 on a claims-made basis or a Cash Payment of up to \$400 on a claims-made basis. *Id.* ¶ 4. Plaintiffs acknowledge that some courts have taken a conservative approach and reduced the value ascribed to credit monitoring because a bulk discount was applied. *See, e.g., In re loanDepot Data Breach Litig.*, No. 8:24-cv-00136-DOC-JDEx, 2025 U.S. Dist. LEXIS 167123, at *24-25 (C.D. Cal. Aug. 25, 2025) (counting the value of credit monitoring toward the total settlement benefit amount but reducing it by 75 percent). However, even applying a comparable reduction here would still total *nearly \$3 million in value* created in addition to the cash component.

These are real, significant benefits that, without the efforts of Plaintiffs and Settlement Class Counsel, and their willingness to take on the attendant risks of litigation, would not have been made available to Settlement Class Members. As such, this factor also weighs in favor of granting the fee request.

c. The Time and Labor Expended Merits Approval.

Class Counsel, as well as additional Plaintiffs' counsel, devoted substantial time, labor, and resources to the litigation and ultimately achieving the Settlement. Since the start of this case over two years ago, they have documented 1,206.95 hours spent to date litigating this Action at a value of \$923,147.40 when multiplied by their customary rates. Srourian Decl. ¶ 8. This time does not include the time spent drafting and editing this motion, or drafting Plaintiffs' eventual Motion for Final Approval, preparing for the Final Approval Hearing, supervising the claims process, or responding to Settlement Class Member inquiries about their awards, all of which will require Class Counsel to accrue additional time and fees. *Id.* ¶ 9.

Although Class Counsel and additional Plaintiffs' counsel consistently sought to keep costs and fees to a minimum, the Action has thus far required a significant investment of time and effort and was prosecuted against a well-resourced company represented by a national law firm with extensive experience in data breach litigation. Indeed, their efforts in this matter include, without limitation: (i) fully investigating the facts and legal claims, including interviewing and vetting multiple potential plaintiffs; (ii) preparing the complaints, including a comprehensive Consolidated Complaint; (iii) briefing a response in opposition to Prog's Rule 12(b) motion to dismiss; (iv) briefing and presenting Plaintiffs' position regarding the bifurcation of discovery; (v) requesting, obtaining, and reviewing numerous documents from Prog regarding the Data Incident; (vi) drafting a detailed mediation brief; (vii) participating in mediation and months long settlement negotiations to reach and finalize the Settlement Agreement; (viii) developing the Notice Program

and distribution plans for the Settlement; (ix) soliciting bids from several settlement administrators to ensure the class was getting the best notice at a cost-effective price; (x) obtaining preliminary approval; (xi) aiding Settlement Class Members with questions about the claims process and submitting claims; and (xii) working with the Settlement Administrator to implement the Notice Program. *Id.* ¶ 11. For

these reasons, and as shown further below in the discussion regarding lodestar, the time and labor required strongly support a finding that the requested fee is reasonable.

d. The Contingent Nature of the Action, the Risks of Litigation, the Preclusion of Other Employment by Settlement Class Counsel, and the Undesirability of the Case all Weigh in Favor of the Requested Fee.

Settlement Class Counsel took this case on a purely contingent basis with the understanding that they would only be compensated if there was a recovery for Plaintiffs, and court approval of the requested fees. Srourian Decl. ¶ 15. As such, neither compensation for their time nor reimbursement of their costs were guaranteed in this case. *Id.* Settlement Class Counsel assumed significant risk of nonpayment or underpayment of attorneys' fees. *Id.*

This case involved complex issues of the novel and evolving area of data breach litigation. *See Gordon v. Chipotle Mexican Grill, Inc.*, No. 17-cv-01415-CMA-SKC, 2019 WL 6972701, at *1 (D. Colo. Dec. 16, 2019) (“Data breach cases ... are particularly risky, expensive, and complex.”). Due at least in part to the cutting-edge nature of data protection technology and rapidly evolving law, data breach cases like this one face substantial hurdles—even just to make it past the pleading stage. *See, e.g., Hammond v. The Bank of N.Y. Mellon Corp.*, No. 08 Civ. 6060(RMB)(RLE), 2010 WL 2643307, at *1 (S.D.N.Y. June 25, 2010) (collecting data breach cases dismissed at the Rule 12(b)(6) or Rule 56 stage). Plaintiffs faced the

risk of not obtaining class certification. *See, e.g., In re Hannaford Bros. Co. Customer Data Sec. Breach Litig.*, 293 F.R.D. 21 (D. Me. 2013) (denying class certification in data breach class action); *Gaston v. FabFitFun, Inc.*, 2021 WL 6496734, at *3 (C.D. Cal. Dec. 9, 2021) (“Historically, data breach cases have experienced minimal success in moving for class certification.”); *In re Blackbaud, Inc., Customer Data Breach Litig.*, No. 3:20-MN-02972-JFA, 2024 WL 2155221 (D.S.C. May 14, 2024) (denying motion for class certification in data breach case); *see also In re Blackbaud, Inc., Customer Data Breach Litig.*, No. 3:20-MN-02972-JFA, 2024 WL 5247287 (D.S.C. Dec. 30, 2024) (denying motion for leave to file a renewed class certification motion).

Moreover, though they strongly believe in the merits of their claims, Plaintiffs and Class Counsel also acknowledge that proving causation and damages in the emerging area of data breach cases can be difficult, and is by no means guaranteed. *See, e.g., Southern Independent Bank v. Fred’s, Inc.*, No. 2:15-CV-799-WKW, 2019 WL 1179396, at *8 (M.D. Ala. Mar. 13, 2019) (holding under *Daubert* motion that causation was not met for class certification purposes in data security breach case); *In re TJX Cos. Sec. Breach Litig.*, 246 F.R.D. 389, 398 (D. Mass. Nov. 29, 2007) (“[T]he need for individualized damages decisions does not ordinarily defeat predominance where there are ... disputed common issues as to liability.”) (quoting *Tardiff v. Knox Co.*, 365 F.3d 1, 6 (1st Cir. 2004)); *In re Omnivision Techs., Inc.*, 559 F. Supp. 2d 1036, 1047 (N.D. Cal. 2008) (acknowledging risk of small recovery where estimates of damages varied). Continued litigation further would have required additional formal discovery, depositions, expert reports, efforts to maintain class certification through trial, and summary judgment, as well as the pursuit or defense of potential appeals (both interlocutory and/or post-merits), which would require additional rounds of briefing and the risk of no recovery at all.

However, despite these risks and the substantial time and resources devoted to this matter, Class Counsel agreed to represent their clients on a contingency fee basis and now seek an award of attorneys' fees equal to just one-third of the Settlement Fund. Tenth Circuit courts "have consistently found that this type of fee arrangement, under which counsel runs a significant risk of nonpayment, weighs in favor of the reasonableness of a requested fee award." *Blanco*, 2020 WL 4041456, at *5–6 (approving requested 38% of settlement amount where attorneys worked on a contingent basis) (internal citations omitted); *see also Shaw v. Interthinx*, No. 13-cv-01229-REB-NYW, 2015 WL 1867861, at *8 (D. Colo. Apr. 22, 2015) (awarding \$2 million in attorneys' fees, representing 33% of the maximum value of the common fund). This weighs in favor of the requested fee award.

e. Settlement Class Counsel's Extensive Experience and Skill Supports Awarding the Requested Fee.

As set forth *supra*, the skill required to litigate data breach cases is great, in part due to the quickly evolving nature of data breach and privacy law. The lawyers representing Plaintiffs in this matter are highly experienced in this area of practice. *See* Srourian Decl. ¶ 14. Settlement Class Counsel worked hard on behalf of the Settlement Class to obtain information from Prog regarding the Data Incident and utilized their experience and the knowledge gained from other data breach class actions to negotiate a favorable Settlement. "A surgeon who skillfully performs an appendectomy in seven minutes is entitled to no smaller fee than one who takes an hour; many a patient would think he is entitled to more." *Purdy v. Sec. Sav. & Loan Asso.*, 727 F. Supp. 1266, 1278-79 (E.D. Wis. 1989). Indeed, "a prompt and efficient attorney who achieves a fair settlement without litigation serves both his client and the interests of justice." *Rates Tech., Inc. v. Speakeasy, Inc.*, 685 F.3d 163, 172 (2d Cir. 2012) (internal citations and quotations omitted). The Settlement addresses the type of alleged injury and repercussions alleged to have been sustained by Settlement

Class Members in the wake of the Data Incident and offers sufficient compensation to address the damages to each Settlement Class Member. Thus, this factor weighs in favor of the fee request.

f. Limitations on Counsel's Time and Opportunity Supports the Requested Fee.

This Action began in 2023 and has required a substantial investment of time, totaling 1,206.95 hours of work by Class Counsel and additional Plaintiffs' counsel to date. *See* Srourian Decl. ¶ 8. While this case did not prevent them from handling other matters, it did create a substantial time commitment and, accordingly, this factor is either neutral, or weighs in favor of the fee request.

g. The Requested Fee Falls Well Within the Range of Attorneys' Fees Granted in Similar Cases.

Settlement Class Counsel's request for one-third of the Settlement Fund in attorneys' fees, and \$19,270.31 in costs is reasonable compared to similar cases. Courts within the Tenth Circuit routinely grant fee awards in the range of, and in fact even higher than what is requested here. *See, e.g., Droegemueller v. Petroleum Dev. Corp.*, Nos. 07-cv-1362-JLK-CBS, 07-cv-2508, 2009 WL 961539 (D. Colo. April 7, 2009) (awarding 33%); *Robertson v. Whitman Consulting Org., Inc.*, No. 19-cv-2508-RM-KLM, 2021 WL 4947349, at *5 (D. Colo. Oct. 22, 2021) (slip copy) (awarding 40% of gross settlement amount plus costs); *Johnson v. Camino Nat'l Resources, LLC*, No. 19-cv-02742-CMA-SKC, 2021 WL 2550165, at *2 (D. Colo. June 22, 2021) (slip copy) (awarding 40% of gross settlement value); *Farley v. Family Dollar Stores, Inc.*, 2014 WL 5488897 (D. Colo. Oct. 30, 2014) (awarding 33% attorneys' fees and costs).

Class Counsels' fee request falls squarely within the 33% range of fee awards previously found reasonable in Utah. *See, e.g., Cazeau*, 2021 WL 1688540 at *8. Awards of one third of a common benefit are commonplace in similar privacy cases in the Tenth Circuit and other circuits.

See, e.g., *Braver v. Northstar Alarm Servs., LLC*, Case No. CIV-17-0383-F, 2020 WL 6468227, at *6 (W.D. Okla. Nov. 3, 2020) (slip op.) (awarding one-third of the common fund in attorneys’ fees in TCPA case); *Birchmeier v. Caribbean Cruise Line, Inc.*, 896 F.3d 792, 795 (7th Cir. 2018) (affirming fee award in TCPA class action that included, *inter alia*, “the sum of 36% of the first \$10 million”). Therefore, Plaintiffs’ request of one-third of the Settlement Fund in attorneys’ fees is reasonable.

3. Class Counsel’s Lodestar Confirms the Reasonableness of the Fees Requested.

To determine a fee award under the lodestar method, counsel’s hours reasonably expended on the litigation are multiplied by counsel’s hourly rates. *Enervest*, 888 F.3d at 458. In calculating the lodestar amount, the movant “bears the burden of ... documenting the appropriate hours expended and hourly rates.” *Mares v. Credit Bureau of Raton*, 801 F.2d 1197, 1201 (10th Cir. 1986) (quoting *Hensley v. Eckerhart*, 461 U.S. 424, 437 (1983)). As explained below, a cross check of the amount of attorneys’ fees and expenses requested in this matter under the lodestar method supports the requested award.

a. Breakdown of Attorney’s Fees, Costs, and Expenses.

In total, Class Counsel and additional Plaintiffs’ counsel spent 1,206.95 hours on the litigation to date which, multiplied by counsel’s customary and usual rates, resulted in a lodestar of \$923,147.40. See Srourian Decl. ¶ 8.

“Under the lodestar method of fee computation, a multiplier is typically applied to the lodestar.” *In re Global Crossing Sec. & ERISA Litig.*, 225 F.R.D. 436, 468 (S.D.N.Y. 2004). “The multiplier represents the risk of the litigation, the complexity of the issues, the contingent nature of the engagement, the skill of the attorneys, and other factors.” *Id.* Measured against the fee

request of \$1,083,333.33, the lodestar represents a “positive” multiplier of only 1.17,³ which is very modest when compared to multipliers approved by this Court, courts in the Tenth Circuit, and other complex cases nationwide. *See, e.g., Campbell v. C.R. Eng., Inc.*, No. 2:13-cv-00262, 2015 U.S. Dist. LEXIS 134235, at *20, n. 5 (D. Utah Sep. 30, 2015) (finding a multiplier of 2.9 to be “within a reasonable range.”); *In re Qwest Communs. Int’l, Inc.*, 625 F.Supp.2d 1143, 1151 (D. Colo. 2009) (“[C]ounsel who create a common fund for the benefit of the class are rewarded with fees that often are at least two times the reasonable lodestar figure, and in some cases reach as high as five to ten times the lodestar figure.”); *Mishkin v. Zynex, Inc.*, No. 09-cv-00780-REB-KLM, 2012 U.S. Dist. LEXIS 132405, at *9 (D. Colo. Sep. 14, 2012) (collecting cases from district courts in the Tenth Circuit approving multipliers ranging from 2.5 to 4.6); *Craft v. County of San Bernardino*, 624 F. Supp. 2d 1113, 1125 (C.D. Cal. 1995) (upholding an award of 25% of the fund that resulted in a multiplier of approximately 5.2, citing precedent for awards “in this range or higher”); *Vizcaino v. Microsoft Corp.*, 290 F.3d 1043, 1051 & Appendix (9th Cir. 2002) (approving a multiplier of 3.65 and citing multipliers up to 19.6); *In re Nasdaq Mkt.-Makers Antitrust Litig.*, 187 F.R.D. 465, 489 (S.D.N.Y. 1998) (“In recent years, multipliers of between 3 and 4.5 become common.”) (internal citations omitted); *Maley v. Del Global Techs. Corp.*, 186 F. Supp. 2d 358, 371 (S.D.N.Y. 2002) (finding that “a modest multiplier of 4.65 is fair and reasonable”); *In re Rite Aid Corp. Sec. Litig.*, 362 F. Supp. 2d 587, 589 (E.D. Pa. 2005) (awarding lodestar multiplier of 6.96 even though the parties engaged mostly in informal discovery and took no depositions).

³ The multiplier was calculated by dividing the requested fee award of \$1,083,333.33 by the lodestar total of \$923,147.40.

b. Class Counsel's Recorded Hours and Rates are Reasonable.

Class Counsel and additional Plaintiffs' counsel utilized their firms' standard billing practices and contemporary recordkeeping to track and record their reasonable hours. Srourian Decl. ¶ 10. The hours reflected in the summary are attributable to the following broader tasks, all of which were necessary to initiate, prosecute, and resolve the litigation, including: (i) fully investigating the facts and legal claims, including interviewing and vetting multiple potential plaintiffs; (ii) preparing the complaints, including a comprehensive Consolidated Complaint; (iii) briefing a response in opposition to Prog's Rule 12(b) motion to dismiss; (iv) briefing and presenting Plaintiffs' position regarding the bifurcation of discovery; (v) requesting, obtaining, and reviewing numerous documents from Prog regarding the Data Incident; (vi) drafting a detailed mediation brief; (vii) participating in mediation and months long settlement negotiations to reach and finalize the Settlement Agreement; (viii) developing the Notice Program and distribution plans for the Settlement; (ix) soliciting bids from several settlement administrators to ensure the class was getting the best notice at a cost-effective price; (x) obtaining preliminary approval; (xi) aiding Settlement Class Members with questions about the claims process and submitting claims; and (xii) working with the Settlement Administrator to implement the Notice Program. *See* Srourian Decl. ¶ 11.

The rates utilized by Class Counsel and additional Plaintiffs' Counsel in calculating their lodestar (which are their customary and usual rates for this type of litigation) are also reasonable in the context of this litigation. Srourian Decl. ¶ 14. When assessing the reasonableness of an attorney's rate, "the district court should base its hourly rate award on what the evidence shows the market commands for... analogous litigation." *Blum*, 465 U.S. at 895; *see also Missouri v. Jenkins*, 491 U.S. 274, 286 (1989) (describing relevant comparison as the rates "prevailing in the

community for similar services by lawyers of reasonably comparable skill, experience, and reputation”) (quoting *Blum*, 465 U.S. at 896 n.11); *Malloy v. Monahan*, 73 F.3d 1012, 1018 (10th Cir. 1996)

(the court is to refer to the “the prevailing market rate in the relevant community.”).

Here, Class Counsel are skilled class action attorneys with extensive prior experience in data breach matters. Srourian Decl. ¶ 14. Their rates are reasonable whether measured against the Tenth Circuit and national markets for complex class actions or the national market for complex class actions in federal court. *See, e.g., In re SandRidge Energy, Inc.*, 875 F.3d 1297 (10th Cir. 2017) (approving rates for partners in national complex litigation firms, ranging from \$850/hour to \$1,150/hour); *White, et al. v. Medical Review Institute of America, LLC*, No. 2:22-cv-00082 (ECF No. 63) (D. Utah) (approving hourly rates of up to \$1,050 for partners in data breach class action); *Bingaman, et al. v. Avem Health Partners, Inc.*, No. 5:23-cv-00130 (ECF No. 67) (W.D. Okla.); (approving rates of up to \$1,175.00 for partners in data breach class action); *Brown v. Google LLC*, No. 4:20-cv-03664 (N.D. Cal. July 15, 2022) (approving rates in privacy class action up to \$1,950 per hour; partner approved at \$1,000 to \$1,300 per hour, and associate rates approved at \$800 per hour); *Hogsed v. PracticeMax, Inc.*, No. 2:22-cv-01261 (ECF Nos. 42-1, 45) (D. Ariz.) (approving hourly rate range from \$125.00 to \$1,450.00); *In re Anthem, Inc. Data Breach Litig.*, No. 15-MD-02617-LHK, 2018 WL 3960068, at *16 (N.D. Cal. Aug. 17, 2018) (approving \$970 billing rates for partners in data breach class action); *In re Yahoo! Inc. Customer Data Sec. Breach Litig.*, No. 16-MD-02752-LHK, 2020 U.S. Dist. LEXIS 129939, at *104–05 (N.D. Cal. July 22, 2020) (finding reasonable rates from \$450 to \$900 for partners, \$160-\$850 for non-partner attorneys, and \$50 to \$380 for paralegals). Ultimately, “courts must do their best to award counsel the market price for legal services, in light of the risk of nonpayment and the normal

rate of compensation in the market at the time.” *In re Synthroid Mktg. Litig.*, 264 F.3d 712, 718 (7th Cir. 2001).

In sum, the hourly rates submitted by Class Counsel are reasonable and fit well within the customary rates charged by comparable firms for similar services, and the lodestar method strongly supports the reasonableness of the requested fee.

4. Class Counsel’s Expenses Merit Reimbursement.

“As with attorney fees, an attorney who creates or preserves a common fund for the benefit of a class is entitled to receive reimbursement of all reasonable costs incurred...in addition to the attorney fee percentage.” *Cecil v. BP Am. Prod. Co.*, No. 16- CV-00410-KEW, 2018 WL 8367957, at *9 (E.D. Okla. Nov. 19, 2018) (quotation marks and citation omitted); *Vaszlavik v. Storage Corp.*, No. 95-B-2525, 2000 WL 1268824, at *4 (D. Colo. Mar. 9, 2000) (internal citation omitted).

Class Counsel’s costs and litigation expenses total \$19,270.31. As explained in Class Counsel’s supporting declaration, the reimbursement requested is for unavoidable expenses such as filing fees, *pro hac vice* fees, PACER fees, travel fees, research fees, and the mediator fees, which benefited the Class. Srourian Decl. ¶ 9. These expenses are typical of litigation, reasonable in amount, and necessary for advancement of the action to the benefit of the settlement class. For these reasons, they should be approved.

5. The Requested Service Awards are Reasonable.

Incentive awards are typically given where a common fund has been created for the benefit of the entire class to recognize named plaintiffs for the services they provided during the course of the class action litigation. *Enervest*, 888 F.3d at 464–66. The requested Service Awards in the

amount of \$3,000.00 to each Plaintiff, for a total of \$33,000.00, is well within the range found reasonable by courts in similar cases. *See* Theodore Eisenberg & Geoffrey P. Miller, Incentive Awards to Class Action Plaintiffs: An Empirical Study, 53 UCLA L. Rev. 1303 (2006). “Courts have stated that incentive awards for class representatives are justified to give incentive to a class representative to come forward when none are forthcoming, and to compensate a class representative for risks they take and work they perform on behalf of the class.” *Key v. Butch’s Rat Hole & Anchor Serv., Inc.*, No. CIV 17-1171 RB/KRS, 2022 WL 457915, at *3 (D.N.M. Feb. 15, 2022) (quoting *Acevedo v. Sw. Airlines Co.*, No. 1:16-CV-00024-MV-LF, 2019 WL 6712298, at *4 (D.N.M. Dec. 10, 2019), *adopting report and recommendation*, 2020 WL 85132 (Jan. 7, 2020) (citing 4 William B. Rubenstein *et al.*, *Newberg on Class Actions* § 11:38 (4th ed. 2008)).

Here, the excellent result in this Action could not have been achieved without the substantial efforts of Plaintiffs. Among other things, the Class Representatives: (i) provided essential information to Class Counsel throughout the litigation; (ii) collected documents and other evidence that supported the claims alleged in the complaints and Consolidated Complaint; (iii) participated in invasive and time consuming discovery, including responding to multiple interrogatories and requests for production; (iv) reviewed pleadings and coordinated with Class Counsel as to the status of, and strategy for, the case and settlement; (v) conferred with Class Counsel and Plaintiffs’ Counsel about the settlement negotiations and provided meaningful input about what potential benefits were most important to them; and (vi) considered and approved the settlement terms on behalf of the Settlement Class. Srourian Decl. ¶ 16. Plaintiffs devoted significant time and effort to the Action, and because of their efforts, a substantial benefit was conferred to the Settlement Class. *Id.*

Accordingly, and in recognition of the substantial benefit they conferred on the Settlement

Class and their efforts generally, a modest Service Award of \$3,000.00 to each Plaintiff is reasonable and should be approved.

IV. CONCLUSION

For the reasons above, Plaintiffs respectfully request that this Court grant their motion (in conjunction with final approval of the Settlement) and enter Plaintiffs' proposed order awarding \$1,083,333.33 towards attorneys' fees, \$19,270.31 for reimbursement of costs and expenses, and approving Service Awards of \$3,000.00 to each representative Plaintiff. A proposed order will be submitted with Plaintiffs' forthcoming Motion for Final Approval.

Dated: December 23, 2025.

Respectfully submitted,

/s/ Daniel Srourian

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*Proposed Settlement Class Counsel and
Attorneys for Plaintiffs*

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

In re Progressive Leasing Breach Litigation

**DECLARATION OF DANIEL
SROURIAN IN SUPPORT OF
PLAINTIFFS’ MOTION AND
APPLICATION FOR ATTORNEYS’
FEES, EXPENSES, AND SERVICE
AWARDS TO CLASS
REPRESENTATIVES**

Case No. 2:23-cv-00783

District Judge David Barlow

Magistrate Judge Cecilia M. Romero

1. I am the founder and member of the law firm Srourian Law Firm, P.C., Class Counsel for Plaintiffs and Settlement Class Members in the above-referenced action, and I submit this declaration in support of Plaintiffs' Motion and Application for Attorneys' Fees, Expenses, and Service Awards to Class Representatives, filed concurrently herewith.

2. After over two years of hard-fought litigation, the Parties have reached a Settlement that provides substantial monetary and other benefits to the Settlement Class. The Settlement represents an excellent result for the Settlement Class and was obtained against a well-funded defense by Prog, which was represented by a highly regarded nationwide law firm with extensive experience in data privacy litigation. Although Plaintiffs believe in the merits of their claims, this litigation was inherently risky and complex. The claims involve the intricacies of data breach litigation (a fast-developing area of law), and Plaintiffs faced considerable risks at each stage of litigation. The Settlement Agreement was executed by the Parties¹ on October 27, 2025, and provides exceptional benefits to the Class. The Settlement was preliminarily approved on November 5, 2025 (ECF No. 87), and since that time, the Parties have worked with the Court-approved settlement administrator, CPT Group, to implement the Notice Program, including issuance of Notice and establishment of the Settlement Website.

3. Class Counsel's efforts resulted in an excellent non-reversionary Settlement Fund of \$3,250,000.00. The Settlement Fund is available for Settlement Class Members to submit a Claim for Documented Losses up to \$5,000 per Settlement Class Member who incurred expenses fairly traceable to the Data Incident. (SA, ¶ 90). In addition, all Settlement Class Members are eligible to receive 24 months of credit monitoring and identity theft protection, with \$1,000,000 in

¹ Unless otherwise stated, all capitalized terms shall have the definitions set forth in the Settlement Agreement attached as Exhibit 1 to Plaintiffs' Unopposed Motion for Preliminary Approval of Class Action Settlement [ECF No. 86].

reimbursement insurance each and two years of Credit Monitoring, which includes comprehensive dark web monitoring, high risk transaction monitoring, with real time alerts, security freezes, and \$1,000,000 in insurance coverage. (*Id.*, ¶ 91).

4. Further, in addition to, or in the alternative to, making a Claim for Documented Losses, Settlement Class Members who resided in California at the time of the Data Incident may elect to receive a California Statutory Payment of up to \$100 on a claims-made basis. (*Id.*, ¶ 92). And finally, in the alternative to making Claims for Documented Losses and/or Claims for a California Statutory Payment, Settlement Class Members may elect to receive a Cash Payment of up to \$400.00 on a claims-made basis. (*Id.* ¶ 93).

5. Defendant has agreed to pay attorneys' fees in an amount not to exceed one-third of the \$3,250,000.00 Settlement Fund, which equates to \$1,083,333.33, plus reimbursement of litigation expenses. SA ¶ 131. Further, Defendant has agreed to permit each Class Representative to seek a Service Award of up to \$3,000 each, subject to Court approval. *Id.* Discussions concerning attorneys' fees, litigation costs and expenses, and Service Awards for the Class Representatives took place only after the Parties had agreed upon the essential settlement terms, including the benefits to the Settlement Class.

6. Class Counsel has decades of combined experience as class action advocates in general, and as advocates in data breach class actions in particular. This combined experience enabled Settlement Class Counsel to represent Plaintiffs' and Class Members' interests without expending hundreds of hours and substantial financial resources to come up to speed on the subject area.

7. After representing the Settlement Class since the Data Incident was announced and investing significant time and resources in evaluating the legal and factual issues, Class Counsel

fully supports the Settlement. Although Class Counsel and Plaintiffs maintain confidence in the merits of their claims, the outcome was uncertain. Data breach litigation is a developing area of law, presenting considerable risks at each phase of the litigation.

8. As of the date of filing this declaration, Class Counsel and Plaintiffs’ Counsel have expended **1,206.95 hours** prosecuting this matter on behalf of Plaintiffs and the Class for a total lodestar of **\$923,147.40**.² This reflects a modest multiplier of 1.17. A combined lodestar breakdown is provided below:

FIRM	HOURS	LODESTAR
Siri & Glimstad LLP	164.0	\$85,337.00
Srourian Law Firm	124.3	\$97,835.00
Morgan & Morgan	186.80	\$146,105.00
Federman & Sherwood	116.6	\$87,285.00
Markovits, Stock & DeMarco, LLC	68.8	\$44,587.00
Dovel & Luner, LLP	107.65	\$93,585.00
Kopelowitz Ostrow, P.A.	60.9	\$62,030.00
Parsons Behle & Latimer	22.3	\$18,174.50
Migliaccio & Rathod LLP	116.1	\$98,909.70
Milberg LLC	82.7	\$68,811.20
Maxey Law Firm	136.00	\$108,800.00
Marshall Olson & Hull, PC	13.1	\$6,683.00

² Plaintiffs’ Counsel consists of the following firms: Srourian Law Firm, P.C.; Siri & Glimstad LLP; Migliaccio & Rathod LLP; Morgan & Morgan Complex Litigation Group; Maxey Law Firm, P.A.; Marshall Olson & Hull, PC; Milberg Coleman Bryson Phillips Grossman LLC; Anderson & Karrenberg; Dovel & Luner, LLP; Kopelowitz Ostrow, P.A.; Parsons Behle & Latimer; Federman & Sherwood; Younker Hyde MacFarlane, PLLC; and Markovits, Stock & DeMarco, LLC.

Anderson & Karrenberg	7.7	\$5,005.00
Totals	1,206.95	\$923,147.40

9. This lodestar does not include the time spent drafting and editing Plaintiffs’ Motion and Application for Attorneys’ Fees, Expenses, and Service Awards to Class Representatives, or drafting Plaintiffs’ Motion for Final Approval, preparing for the Final Approval Hearing, supervising the claims process, or responding to Settlement Class Member inquiries about their awards, all of which will require Class Counsel to accrue additional time and fees. Class Counsel believes they will spend in excess of forty (40) additional hours aiding Settlement Class Members and carrying the Settlement through final approval. Additionally, the reimbursement requested for Class Counsel’s costs and expenses (listed below) is for expenses necessary to prosecute this action such as filing fees, *pro hac vice* fees, PACER fees, travel fees, research fees, and the mediator fees, which all benefited the Class. These costs were reasonable and necessary for the Action and are modest in comparison to the enormous costs that likely would have been incurred had litigation continued. A combined expense breakdown is provided below:

FIRM	EXPENSES
Siri & Glimstad LLP	\$1,120.71
Srourian Law Firm	\$1,901.22
Morgan & Morgan	\$8,648.60
Federman & Sherwood	\$888.04
Markovits, Stock & DeMarco, LLC	\$472.00
Dovel & Luner, LLP	\$588.38
Kopelowitz Ostrow, P.A.	\$180.00

Parsons Behle & Latimer	\$577.00
Migliaccio & Rathod LLP	\$1,494.21
Milberg LLC	\$570.00
Maxey Law Firm	\$1,864.95
Marshall Olson & Hull, PC	\$965.20
Totals	\$19,270.31

10. In tracking lodestar and expenses in this matter, Class Counsel maintained contemporaneous and detailed time records, which include a description of all work performed and expenses incurred. Class Counsel and Plaintiffs’ Counsel worked efficiently to allocate work, coordinate assignments, and prevent any unnecessary duplication for effective prosecution of this case. The hours billed by Class Counsel were reasonable and necessary for the prosecution of this case on behalf of Plaintiffs and the Class. The hours expended and lodestar incurred by Class Counsel and Plaintiffs’ Counsel are modest for a class action at this procedural stage, especially in light of the completion of full Rule 12 motion to dismiss briefing and the participation in necessary discovery, and reflect an efficient allocation of work that avoided duplication.

11. Class Counsel and Plaintiffs’ Counsel devoted substantial time, labor, and resources to achieve the Settlement. Indeed, efforts in this matter included: (i) fully investigating the facts and legal claims, including interviewing and vetting multiple potential plaintiffs; (ii) preparing the complaints, including a comprehensive Consolidated Complaint; (iii) briefing a response in opposition to Prog’s Rule 12(b) motion to dismiss; (iv) briefing and presenting Plaintiffs’ position regarding the bifurcation of discovery; (v) requesting, obtaining, and reviewing numerous documents from Prog regarding the Data Incident; (vi) drafting a detailed mediation

brief; (vii) participating in mediation and months long settlement negotiations to reach and finalize the Settlement Agreement; (viii) developing the Notice Program and distribution plans for the Settlement; (ix) soliciting bids from several settlement administrators to ensure the class was getting the best notice at a cost-effective price; (x) obtaining preliminary approval; (xi) aiding Settlement Class Members with questions about the claims process and submitting claims; and (xii) working with the Settlement Administrator to implement the Notice Program.

12. Class Counsel and additional Plaintiffs' Counsel have previously worked together on multiple data breach and data privacy cases nationwide. This experience has allowed them to leverage their respective strengths and divide responsibilities in a manner that promotes the efficient and effective prosecution of this action.

13. In my judgment and based on my significant experience in privacy and other class action litigation, the number of hours expended, and the services performed by our firms, were reasonable and necessary for the adequate representation of Plaintiffs and Settlement Class Members.

14. Class Counsel is experienced with handling data breach class actions and have had their hourly rates approved by courts across the nation. We have general familiarity with the range of hourly rates typically charged by plaintiffs' class action counsel in the geographical areas where our firms practice and throughout the United States. Indeed, the rates charged by Class Counsel and additional Plaintiffs' Counsel range from \$475.00 to \$1,227.00, which are reasonable in the context of this litigation, as set forth in the accompanying Memorandum. Based on that experience, we each conclude that the rates charged by Class Counsel and Plaintiffs' Counsel fall within the range of market rates for attorneys and professional staff of comparable experience, skill, and expertise in complex contingency class action litigation like this. The firm resumes of Srourian

Law Firm, P.C. and Siri & Glimstad LLP, (together, “Firm Resumes”) are attached hereto as **Exhibits 1 and 2**, respectively.

15. Class Counsel has represented Plaintiffs and the Class purely on a contingency fee basis in this matter and has not received any payment for its time, effort, or expenses to date and has passed up other work in order to devote time and resources to this matter. As such, compensation for its time and reimbursement for its costs were not guaranteed. Settlement Class Counsel assumed significant risk of nonpayment or underpayment of attorneys’ fees.

16. Plaintiffs also seek service awards in the amount of \$3,000.00 for each of the Class Representatives. Indeed, the excellent Settlement reached here could not have been achieved without the substantial efforts by the Class Representatives. Among other things, the Class Representatives: (i) provided essential information to Class Counsel throughout the litigation; (ii) collected documents and other evidence that supported the claims alleged in the complaints and Consolidated Complaint; (iii) participated in invasive and time consuming discovery, including responding to multiple interrogatories and requests for production; (iv) reviewed pleadings and coordinated with Class Counsel as to the status of, and strategy for, the case and settlement; (v) conferred with Class Counsel and Plaintiffs’ Counsel about the settlement negotiations and provided meaningful input about what potential benefits were most important to them; and (vi) considered and approved the settlement terms on behalf of the Settlement Class. The time commitments and reputational risks assumed by the Class Representatives in pursuing this Action on behalf of absent Settlement Class Members warrant the Court’s approval of the requested Service Awards. The requested Service Awards in the amount of \$3,000.00 are reasonable and appropriate given the Class Representatives’ substantial contributions to the prosecution of this Action.

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

Executed this 23rd day of December, 2025, in Beverly Hills, California.

By: /s/ Daniel Srourian
Daniel Srourian

Exhibit A



WWW.SLFLA.COM

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F: 213.471.4160

LOS ANGELES

3435 Wilshire Blvd. Suite 1710

Los Angeles, CA 90010

ORANGE COUNTY

1503 South Cost Drive, Suite 210

Costa Mesa, California 92626

OUR FIRM

Based in Los Angeles, Srourian Law Firm, P.C. handles complex civil and employment matters with an emphasis on data privacy, wage and hour, and employment matters.

Lead attorney Daniel Srourian, Esq. began the firm in 2013 exclusively litigating class actions on behalf of employees and consumers across the country, having recovered over \$25 million as lead counsel on over 100 class action lawsuits to date. Mr. Srourian has also obtained two multi-million dollar verdicts in the two cases he has tried to a jury, including the 50th largest jury trial verdict in the State of California in 2016.

Mr. Srourian has been named a Rising Star by Super Lawyers Magazine for eight consecutive years. He currently serves as counsel of record in over 40 pending data breach class action suits.

REPRESENTATIVE AND NOTABLE CLASS ACTION CASES

Guerrero v. Ruth's Chris Hospitality Group, et al., Riverside County Superior Court. Class action on behalf of over 3,000 employees of a national restaurant for unpaid minimum and overtime wages, meal and rest break premiums, and associated penalties under California law. Case settled in 2022 for \$6,000,000.00 with Preliminary Approval pending.

McLemore v. Nautilus Hyosung America, Inc., United States District Court, Central District of California, Class action seeking minimum wage and overtime compensation for on-call time, break premiums, wage statement penalties, among other penalties, for engineers employed by defendant throughout the country. Plaintiffs' counsel. Case settled in 2018 for \$3,000,000, with Final Approval granted and no objections filed.

Guerrero v. Chefs' Toys LLC, Orange County Superior Court. Class action seeking overtime compensation, break premiums, wage statement penalties, among other penalties, for hotel staff employed by defendant in the State of California. Plaintiffs' counsel. Case settled in 2021 for \$1,100,000.00 with Preliminary Approval pending.

Zamudio v. Letter Ride Inc., Plaintiffs' counsel in class action in San Diego Superior Court seeking overtime compensation, break premiums, wage statement penalties, among other penalties, for delivery drivers employed by defendant in the State of California. Case settled in 2019 for \$1,000,000.00 with Final Approval granted and no objections filed.

Manoukian v. John Bean Technologies, United States District Court, Central District of California, Class action seeking minimum wage and overtime compensation, break premiums, wage statement penalties, among other penalties, for non-exempt employees employed by defendant throughout the State of California. Plaintiffs' counsel. Case settled in 2018 for \$987,500, with Final Approval granted and no objections filed.

Medlock v. MedMen Dispensary, Orange County Superior Court. Class action seeking overtime compensation, break premiums, wage statement penalties, among other penalties, for hotel staff employed by defendant in the State of California. Plaintiffs' counsel. Case settled in 2020 for \$975,000.00 with Final Approval granted and no objections filed.

Mayca v. DHL, Los Angeles County Superior Court. Class action seeking overtime compensation, break premiums, wage statement penalties, among other penalties, for hotel staff employed by defendant in the State of California. Plaintiffs' counsel. Case settled in 2019 for \$945,000.00 with Final Approval granted and no objections filed.

Sylvester v. Starwood Inc., Los Angeles Superior Court. Class action seeking overtime compensation, break premiums, wage statement penalties, among other penalties, for hotel staff employed by defendant in the State of California. Plaintiffs' counsel. Case settled in 2015 for \$875,000, with Final Approval granted and no objections filed.

Patterson v. LA Leasing Inc., San Diego Superior Court, Class action seeking minimum wage and overtime compensation, break premiums, wage statement penalties, among other penalties, for employees employed by defendant in the State of California. Plaintiffs' counsel. Case settled in 2018 for \$425,000, with Preliminary Approval granted and Final Approval pending.

Sears v. AlliedBarton, San Bernardino Superior Court, Class action seeking reimbursement of necessary business expenditures, among other penalties, for employees employed by defendant in the State of California. Plaintiffs' counsel. Case settled in 2018 for \$425,000, with Preliminary Approval granted and Final Approval pending.

Prado v. Sand and Sea Inc., Plaintiffs' counsel in pending class action in Los Angeles Superior Court seeking overtime compensation, break premiums, wage statement penalties, among other penalties, for front of house/back of house staff employed by defendant in the State of California. Case settled in 2019 for \$500,000.00 with Final Approval granted and no objections filed.

Exhibit B

Siri | Glimstad



FIRM RESUME



Class Action Practice Group

With attorneys across the country, Siri & Glimstad LLP represents clients from coast to coast in class actions and mass torts in state and federal courts. Utilizing decades of experience at major global law firms, we tackle each dispute with a sophisticated, strategic approach, and we fight hard for every one of our clients.

Offices Nationwide

NEW YORK

745 Fifth Ave • Suite 500
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Washington, D.C. 20007

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Austin, TX 78701

CHICAGO

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Chicago, IL 60604

MIAMI

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Aventura, FL 33180

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Detroit, MI 48226

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700 S Flower Street • Ste 1000
Los Angeles, CA 90017

CHARLOTTE

525 North Tryon Street • Ste 1600
Charlotte, NC 28202

1-888-SIRI-LAW (747-4529)

Admitted States

Alabama • Arizona • California • Colorado • Connecticut • District of Columbia • Florida
Idaho • Illinois • Kentucky • Maryland • Massachusetts • Michigan • Mississippi • Minnesota
New Jersey • New York • North Carolina • Oklahoma • Oregon • Pennsylvania • South
Carolina • Tennessee Texas • Virginia



Attorney Profiles

Aaron Siri

Managing Partner

Aaron Siri is the Managing Partner of Siri & Glimstad LLP and has extensive experience in a wide range of complex civil litigation matters, with a focus on civil rights, class actions, and commercial litigation.

Mr. Siri has successfully litigated numerous civil rights cases, prosecuted class actions against large corporations resulting in payments to hundreds of thousands of Americans, and has acted as counsel to clients in multiple commercial disputes exceeding one billion dollars, including regarding Oracle Team's challenge for the America's Cup and the collapse of the World Trade Center.



Prior to founding Siri & Glimstad, Mr. Siri was a litigation attorney at Latham & Watkins for over five years. Before Latham, Mr. Siri clerked for the Chief Justice of the Supreme Court of Israel from 2004-2005 where he advised the Chief Justice of relevant American, English (including Commonwealth Countries), and International Law precedents for cases of first impression.

Mr. Siri has also been involved in various pro-bono matters, including representation of asylum applicants, housing discrimination victims, and non-profit organizations in tenant-landlord disputes, as well as being chosen as a Frank C. Newman delegate to present a paper he authored before the United Nations Human Rights Sub-Commission.

Mr. Siri earned his law degree at the University of California, Berkeley School of Law where he received four Prosser Prizes and ten High Honors. He was also the Editor-in-Chief and founder of the Berkeley Business Law Journal, which he developed into a nationally recognized publication, and was ranked as the leading commercial law journal in the country.

Prior to law school, Mr. Siri was an auditor at Arthur Andersen LLP, where he examined internal controls and audited corporate documents for private and public micro-cap technology companies. Mr. Siri is a Certified Public Accountant and an attorney admitted in federal and state courts across the country.

Mr. Siri is regularly interviewed on national television for his expertise regarding certain legal issues. He has also been published in the Washington Post, Stat News, and Bloomberg.



Mason A. Barney

Senior Partner

Mason A. Barney is an experienced trial attorney who for nineteen years has represented both individuals and corporations in complex litigations. Mr. Barney received his J.D., *summa cum laude* from Brooklyn Law School, in 2005, where he graduated second in his class of nearly 500 students, and received numerous academic honors, in addition to being an editor on the Brooklyn Law Review. He then served as a law clerk to the Honorable Judge David G. Trager in the U.S. District Court for the Eastern District of New York. After clerking, he joined the litigation department at Latham & Watkins LLP, and later joined Olshan Frome Wolosky LLP a large established New York City law firm. Before law school, Mr. Barney earned his B.A. from Bowdoin College, where he double majored in Computer Science and Studio Art, and after college he served as a lead database developer for three years at a successful Internet start-up in Washington D.C.



Mr. Barney focuses his practice on class actions and representing individuals in complex litigations. In this practice he has won tens of millions of dollars for his clients. Among other matters, Mr. Barney has fought to stop companies from illegally spamming consumers with unwanted phone calls, has worked to stop companies from illegally obtaining their customers' biometric information (e.g., facial scans and fingerprints), and obtained recovery for numerous victims of data breaches. Mr. Barney has also served as counsel of record for numerous lawsuits involving alleged violations of the Illinois Genetic Information Privacy Act, successfully opposing dispositive motions and defeating improperly raised affirmative defenses.

Mr. Barney is recognized by the New York Legal Aid Society for his outstanding pro bono work representing indigent individuals in matters concerning prisoners' rights, immigration, and special education.

Mr. Barney has published a number of articles concerning a variety of legal issues. These include authoring or co-authoring: *The FBI vs. Apple: What Does the Law Actually Say?*, Inc. Magazine (February 2016); *Can Lawyers Be Compelled to Produce Data They Compile? An Emerging Front in the Trenches of e-Discovery Battles*, Bloomberg BNA (May 2015); *Legal Landscape for Cybersecurity Risk is Changing as Federal Government and SEC Take Action*, Inside Counsel Magazine (May 2015); *Tellabs v. Makor, One Year Later*, Securities Law 360 (July 2008); *Not as Bad as We Thought: The Legacy of Geier v. American Honda Motor Co. in Product Liability Actions*, 70 Brooklyn L. Rev. 949 (Spring 2005). Mr. Barney serves as an adjunct professor at Brooklyn College in New York, teaching Education Law in its graduate studies program, and separately has presented continuing legal education instruction regarding the Foreign Corrupt Practices Act.



Elizabeth Brehm

Senior Partner

Elizabeth Brehm graduated from Boston University with a Bachelor of Science and earned her master's degree from Long Island University at C.W. Post. She attended Hofstra Law School and obtained a Juris Doctorate, graduating *magna cum laude*, in 2008.

After law school, Ms. Brehm spent a year at Winston & Strawn LLP where she focused on products liability litigation. For nine years prior to joining Siri & Glimstad, Ms. Brehm worked for a New York law firm where she focused on antitrust class action lawsuits, health care fraud, and qui tam and whistleblower litigations.

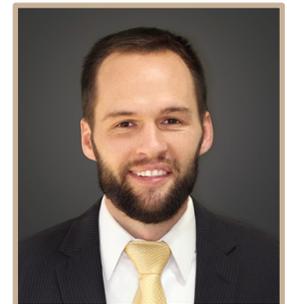


Ms. Brehm has been an attorney at Siri & Glimstad for over two years and has handled numerous complex litigation matters, including class action matters.

Walker Moller

Partner

Before law school, Walker Moller worked and volunteered for three years in 15 countries throughout Southeast Asia, Oceania, and Africa. While at Mississippi College School of Law, Walker clerked at the Mississippi Supreme Court and was on the Law Review. He graduated *summa cum laude* in 2014 and earned the highest grade in eight courses. After graduation, Walker clerked for a federal judge at the United States District Court, Western District of Louisiana, where he gained exposure to a large volume of employment discrimination matters, products liability cases, and constitutional litigation.



Walker then worked for the U.S. Army Corps of Engineers from 2015 to 2021, where his practice focused on federal contracts and civil litigation in various administrative courts. Immediately before joining Siri & Glimstad, Walker achieved full dismissal of a lawsuit against the Corps of Engineers that implicated \$68M worth of federal contracts.



Tyler J. Bean

Partner

Tyler J. Bean graduated from the University of Oklahoma’s Michael F. Price College of Business in 2015 and obtained a Juris Doctorate from the University of Oklahoma in 2019, where he served as editor for the Oil and Gas, Natural Resources, and Energy Law Review Journal. Mr. Bean also received numerous academic honors as a law student, including being named to the Faculty Honor Roll and Dean’s List.

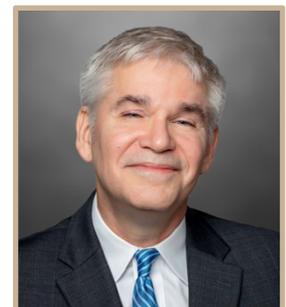


After graduating law school and serving as in-house counsel for a large, multi-billion-dollar retail organization, Mr. Bean turned his focus to complex civil litigation and consumer class actions, with a particular emphasis on data breach and privacy matters. He has years of experience as a data breach and privacy lawyer, having played a significant role as class counsel in successfully litigating numerous data breach and privacy class actions from inception through discovery and court approved settlements, recovering millions of dollars for hundreds of thousands of consumers, patients, students, and employees across the country who have been victims of negligent data security and privacy practices.

Kent. M. Williams

Attorney

Kent M. Williams has over 30 years of experience representing large classes of consumers, employees, and small businesses in antitrust, wage and hour, consumer fraud, data breach, privacy, employment discrimination, securities fraud, trespass, and product liability lawsuits.



Mr. Williams received his J.D. magna cum laude with legal writing honors from the University of Minnesota in 1991, where he was published in the University of Minnesota Law Review and competed against other law schools as a member of Minnesota’s Jessup International Law Moot Court Competition Team.

After a summer internship with Jenner & Block in Chicago, Mr. Williams decided to remain in the Twin Cities, where he joined Dorsey & Whitney, one of the largest firms in the Midwest. After a few months, Mr. Williams yearned for more “hands on” experience, so he moved to Opperman Heins & Paquin (now known as Lockridge Grindal Nauen PLLP), a class action boutique where he was responsible for a variety of class and non-class matters. One of his most memorable experiences at OHP was coordinating the successful defense of the late Dr. John S. Najarian, a renowned surgeon who was accused by the Food and Drug Administration of illegally marketing and selling Minnesota antilymphocyte globulin (“MALG”), an anti-rejection



drug that Dr. Najarian had developed into what became the immunosuppressive “gold standard” for transplant surgery.

In 1994, Mr. Williams and four other attorneys formed a new class action firm, Heins Mills & Olson, P.L.C. His practice expanded to include class actions against major manufacturers of infant formula, industrial diamonds, hearing aids, polybutylene pipe, synthetic stucco, and other products. He advocated fiercely for consumers in antitrust cases, winning one of the first-ever contested indirect purchaser class certifications in the country, as well as an appellate court victory in North Carolina that established a private right of action for indirect purchasers in that state. Mr. Williams also represented landowners in class actions alleging trespass against railroads and telecommunications companies for burying fiber optic cable on private property without permission.

A firm believer that “variety is the spice of life,” in the mid-2000s, Mr. Williams decided to open a solo practice that allowed him to branch out into other areas of the law, while continuing to represent plaintiffs in class actions and other complex commercial matters. Over the next twenty years, Mr. Williams successfully handled a diversity of probate, family law, land-use, administrative law, criminal law, and employment law matters. During that same time period, he served as trial and/or lead counsel in a number of behemoth class actions brought against Big Pharma, Microsoft, and other large corporations. Mr. Williams is recognized as one of the first lawyers in the country to wage mass arbitration “guerilla warfare” (in the words of one legal commentator) by bringing hundreds of individual wage-and-hour arbitrations against a large, well-known restaurant chain.

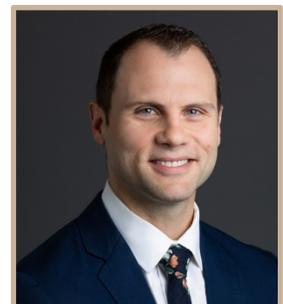
More recently, Mr. Williams has expanded his practice to include consumer privacy litigation. He manages the Firm’s genetic and biogenetic information privacy litigation group, and he serves as class counsel in a number of privacy cases, including one brought against a well-known online healthcare company. At the same time, Mr. Williams continues to advocate for consumers victimized by price-fixing, monopolization, securities fraud, financial fraud, and other unlawful schemes.

Oren Faircloth

Attorney

Oren Faircloth graduated from McGill University in 2009 with a Bachelor of Arts degree in Political Science. Before attending law school, he served in the armed forces from 2010 to 2011. Mr. Faircloth graduated from Quinnipiac University School of Law, *magna cum laude*, in 2016.

Prior to joining Siri & Glimstad, Mr. Faircloth worked for a boutique law firm where he spearheaded ERISA class action lawsuits against Fortune 500 companies, including: Huntington Ingalls, Rockwell Automation,





Raytheon, UPS, U.S. Bancorp, Delta Air Lines, and Sprint. Mr. Faircloth was involved in the prosecution of numerous successful class actions in which over \$100 million dollars have been recovered for tens of thousands of employees around the country. In 2022, Mr. Faircloth was recognized by Super Lawyers magazine as a Rising Star in the field of class action.

Mr. Faircloth focuses his practice on class actions and representing individuals in complex litigations. He presently represents individuals who have been denied reimbursement for work-related expenses from their employers, denied sufficient lactation accommodations in the workplace, and denied actuarially equivalent pension benefits. Mr. Faircloth has also represented several individuals on a pro bono basis, negotiating favorable settlements for violations of their constitutional rights.

Wendy Cox

Attorney

Prior to joining Siri & Glimstad, Ms. Cox served for 21 years in the United States Army as an Army Nurse Corps officer and as an Army Judge Advocate. As a nurse corps officer, Ms. Cox worked in several clinical settings to include a pediatric unit, a specialty surgical unit, and an orthopedic surgical unit. During her last year as an Army Nurse Corps officer, she taught Army medics in basic life-saving skills before being selected by the Army to attend law school. After graduating law school in 2005, Ms. Cox prosecuted soldiers, advised on operational law issues, taught Constitutional Law at West Point, and advised senior leaders on a variety of legal issues. Following her retirement from the United States Army in 2018, she went on to continue serving soldiers as an attorney for the Office of Soldiers' Counsel.



Wendy Cox graduated *cum laude* from the State University at Buffalo Law School in New York and *summa cum laude* from Norwich University with a Bachelor of Science in Nursing. She went on to get her Master of Laws (L.L.M.) degree in Military Law in 2008.

Catherine Cline

Attorney

Catherine Cline has extensive experience in a wide range of civil law, including constitutional, administrative, employment, and election law. Prior to joining Siri & Glimstad, Ms. Cline served as a judicial law clerk for judges in the U.S. District Court for the Middle District of Pennsylvania, the Commonwealth Court of Pennsylvania, and the Supreme Court of Pennsylvania.





Ms. Cline attended law school on a full tuition scholarship, during which time she served as the Editor-in-Chief of the law review and as intern for a U.S. District Court Judge in the Middle District of Florida. Before attending law school, Ms. Cline received her Bachelor of Arts in Economics with a Minor in Business and the Liberal Arts from Penn State University and worked in the Tax Credit Division of the Pennsylvania Department of Community and Economic Development.

Dana Smith

Attorney

Dana Smith is a seasoned litigator. Prior to joining Siri & Glimstad, Ms. Smith focused most of her legal career on personal injury litigation, including representing individuals harmed due to corporate negligence. Ms. Smith is also experienced in various domestic areas of practice, including divorce, high-conflict custody disputes, and child welfare law.



Ms. Smith graduated *cum laude* from the North Carolina Central University School of Law. Additionally, she received her Bachelor of Arts in Romance Languages from the University of North Carolina at Chapel Hill.

Sonjay Singh

Attorney

Sonjay Singh is a seasoned litigator with broad experience in data privacy matters.

Prior to joining Siri & Glimstad, Mr. Singh worked with prominent plaintiffs' firms in the District of Columbia and Pennsylvania, where he brought claims for individuals affected by data privacy violations, predatory lending, defective products, false advertising, institutional abuse, and other corporate misconduct. Mr. Singh has also practiced as a trial lawyer,



pursuing personal injury, medical malpractice, defective premises, and other tort cases on behalf of his clients.

Mr. Singh graduated from Temple University's Beasley School of Law with both his J.D. and a certificate in Trial Advocacy and Litigation. During his time in law school, he was active on campus, and served as Vice President of the Student Bar Association. Mr. Singh also competed on Temple's highly-ranked Trial Team, winning the Inter-American Invitational at the University of Puerto Rico among other honors. For his dedication to plaintiffs' representation, Mr. Singh was named the Eisenberg Scholar, a scholarship given yearly to the outstanding student in civil litigation, and received the Trial Program Award for excellence in trial advocacy. Upon



graduating, Mr. Singh was inducted into the Rubin Public Interest Society for his commitment to public service.

Mr. Singh is active in the legal community, and served as the 2022-23 Communications Chair for the MSBA Young Lawyers Division. Before starting his legal career, Mr. Singh co-founded a DEI hiring and recruiting startup, and was elected to serve as Democratic Committeeperson for the Townships of Marple and Newtown, PA.

Neil Williams

Attorney

With a robust background in data breach litigation, Mr. Williams is a seasoned legal professional dedicated to protecting the interests of clients in the digital age. Leveraging his extensive experience in cybersecurity law and privacy regulations, he has successfully represented numerous individuals in complex data breach cases. Mr. Williams meticulously navigates the intricate legal landscape surrounding data breaches, providing strategic counsel and vigorous advocacy to achieve favorable outcomes for his clients.



Mr. Williams received his J.D. from Charleston School of Law, where he was awarded CALI Awards on two occasions for the top grade in his class. He also worked alongside several South Carolina Pro Bono Services to ensure that competent legal representation was reaching the most at need populations in the area. Mr. Williams received his undergraduate degree from the University of South Carolina.

Jordan Underhill

Attorney

Prior to joining Siri & Glimstad, Jordan Underhill worked as an Assistant Attorney General for the Texas Office of Attorney General. While at the Texas OAG, he prosecuted multi-million-dollar civil fraud cases against pharmaceutical companies, hospital systems, and other entities accused of misappropriating taxpayer funds.



Mr. Underhill also worked for many years at a nonprofit organization where he provided free legal representation to low-income individuals. His work there covered a wide range of civil litigation, including housing/property law, family law, employment law, and criminal record sealing.

Mr. Underhill obtained his J.D. from the University of Colorado–Boulder, where he served as a student note editor for the Colorado Technology Law Journal and volunteered for the



Colorado Innocence Project. At Siri & Glimstad, he focuses on class actions involving data privacy issues.

Jack Spitz

Attorney

Jack R. Spitz is a graduate of Rutgers School of Law where he was a member of the Rutgers Law Record Journal and interned with the Essex County Public Defender's Office. Following law school, he served as Law Clerk for two judges at the Middlesex County Superior Court in New Brunswick, New Jersey. Subsequently, Mr. Spitz defended a wide variety of personal injury and property damage matters, as well as represented Plaintiffs in employment litigation matters. Prior to law school, Mr. Spitz graduated from Clemson University in South Carolina.



Sonal Jain

Attorney

Sonal Jain has experience in complex commercial litigations as well as class actions. Ms. Jain graduated from the New York University School of Law with an LLM in International Business Regulation, Litigation and Arbitration in 2020 where she gained experience with international dispute resolution. She received her first degree in law (B.A. LL.B.) from ILS Law College, Pune, a prime legal education institution in India. Prior to joining Siri & Glimstad, Ms. Jain held various internships with top-tier law firms in India where she specialized in complex dispute resolution ranging from consumer and corporate litigation to domestic arbitrations.



Gabrielle Williams

Attorney

Ms. Williams obtained her J.D. from the University of Maryland Francis King Carey School of Law. During her time in law school, she represented clients in state court through the Justice for Victims of Crime Clinical Law Program. She also served as an Associate Editor on the Journal of Healthcare Law and Policy, Executive Board Member of the Black Law Students Association, and Class Representative for the Student Bar Association. Prior to joining Siri and Glimstad, Ms. Williams served as a Judicial Law Clerk on the Appellate Court of Maryland.





Alyssa Tolentino

Attorney

Ms. Tolentino represents consumers in class actions involving data privacy issues. She received her J.D. from St. John’s University School of Law where she served as Editor-in-Chief of the New York International Law Review. During law school, Ms. Tolentino also represented low income New Yorkers in their housing, employment, and public benefits disputes through the Economic Justice Clinic.



Albert Asciutto

Attorney

Ms. Albert Asciutto is a skilled litigator with extensive experience in class and collective action matters. At Siri & Glimstad, Mr. Asciutto represents plaintiffs in privacy class action lawsuits, advocating for individuals harmed by negligent or unlawful data security and privacy practices.



Before joining Siri & Glimstad, Mr. Asciutto concentrated his practice on wage-and-hour litigation in state and federal courts nationwide, including claims involving unpaid “off-the-clock” work and negligent or fraudulent pay practices. Mr. Asciutto also worked to safeguard the rights of whistleblowers throughout the United States in qui tam actions brought under the False Claims Act, as well as advocated for employees in cases challenging employers’ unlawful practices affecting workplace benefits and retirement security under ERISA. Earlier in his career, Mr. Asciutto gained valuable experience litigating large-scale environmental contamination class actions and managing a wide range of pharmaceutical mass tort matters.

After obtaining his Bachelor of Arts degree from Western Michigan University with dual majors in creative writing and criminal justice, Mr. Asciutto received his Juris Doctor from Wayne State University Law School. Outside of the classroom, Mr. Asciutto served as Managing Editor of The Journal of Law in Society, President of the Medical and Health Law Society, and Vice President of Finance for the Entrepreneurship and Business Law Society. Additionally, Mr. Asciutto gained practical experience in the State of Michigan Appellate Defender Office preparing criminal appellate briefs for incarcerated clients, and as a student attorney in the Legal Advocacy for People with Cancer Clinic at the Barbara Ann Karmanos Cancer Institute. Mr. Asciutto also had the privilege of working as research assistant to late U.S. Senator Carl Levin, where he advocated for the reduction of barriers to treatment for those suffering from Opioid Use Disorder.



Tanner Hilton

Attorney

Tanner R. Hilton is an experienced class action litigator with a focus on data breach and privacy litigation. Mr. Hilton has held multiple leadership roles in data privacy cases in both federal and state courts nationwide and has played a key role in successfully managing numerous class actions from their inception through court-approved settlement. Before joining Siri & Glimstad, Mr. Hilton was an attorney at a class action law firm where he focused primarily on data privacy and securities litigation, while also representing plaintiffs in a variety of consumer protection matters.



Mr. Hilton earned his bachelor's degree in political science from Texas A&M University in 2019 and his JD from Oklahoma City University in 2022. During law school, Mr. Hilton competed on two national moot court teams, including the NALSA Moot Court Competition Team and the Hispanic National Bar Association Moot Court Competition Team. He also received the CALI Award for Secured Transactions and was inducted into the Order of the Barristers in 2022.

Kennedy Brian

Attorney

Ms. Kennedy Brian is an accomplished attorney in the data privacy litigation sector who practices in state and federal courts across the nation. She has played a pivotal role in obtaining favorable decisions for data breach victims throughout the United States. Ms. Brian has successfully worked on dozens of data privacy cases and has spoken on various data privacy topics at conferences across the nation.



During law school, Ms. Brian was a member of the American Indian Law Review, received awards for trial techniques and moot court, and was listed on the Dean's Honor Roll.



Notable Class Actions Handled By Siri & Glimstad LLP

Hefstetler, et al. v. Upstream Rehabilitation, Inc., et al.

Case No. 2024-902563.00 (AL Cir. Ct., Jefferson Cty.)

Final approval granted for a settlement involving roughly 545,000 class members and a \$4,304,898.50 non-reversionary settlement fund.

Reedy, et al. v. Everlywell, Inc., et al.

Case No. 1:24-cv-02713 (N.D. Ill.)

Final approval granted for a settlement involving 2 million class members and a \$5,000,000 non-reversionary settlement fund.

In re Retina Group of Washington Data Security Incident Litigation

Case No. 8:24-cv-00004 (D. Md.)

Final approval granted for a settlement involving 450,000 class members and a \$3.6 million non-reversionary settlement fund.

Terrance Rosa, et al. v. Brightline, Inc.

Case No. 24-md-03090 (S.D. Fla.)

Final approval granted for a settlement involving over 1 million class members and a \$7,000,000 non-reversionary settlement fund.

In re Berry, Dunn, McNeil & Parker Data Security Incident Litigation

Case No. 2:24-cv-00146 (D. Me.)

Final approval granted for a settlement involving 2 million class members and a \$7.25 million non-reversionary settlement fund.

Corona-Cantu v. Ingo Money, Inc.

Case No. 1:24-cv-03023 (N.D. Ga.)

Final approval granted for a settlement involving 27,000 class members and a \$1.5 million non-reversionary settlement fund.

Buchanan v. Sirius XM Radio, Inc.

Case No. 3:17-cv-00728 (N.D. Tex.)

Appointed co-lead class counsel in a case alleging violations of the TCPA, which resulted in a settlement of \$25,000,000, plus free satellite radio service, to a class of 14.4 million members.

Thomas v. Dun & Bradstreet Credibility Corp.

Case No. 15-cv-3194 (S.D. Cal.)

Appointed co-lead class counsel in a case alleging violations of the TCPA which resulted in a settlement of \$10,500,000.



Gatto v. Sentry Services, Inc., et al.

Case No. 13 CIV 05721 (S.D. N.Y.)

Appointed co-lead class counsel in a case involving ERISA claims relating to an ESOP which resulted in a settlement of \$11,138,938.

Kindle v. Dejana

Case No. 14-cv-06784 (E.D. N.Y.)

Appointed co-lead trial counsel for plaintiffs in an ERISA matter filed as a class action involving breaches of fiduciary duty related to the management and termination of an ESOP, which settled after the beginning of trial for \$1,080,000 for the class.

MacNaughton v. Young Living Essential Oils, LC,

67 F.4th 89 (2d Cir. 2023)

Successfully reversed motion to dismiss, creating a significant precedent regarding the definition of “puffery” in N.Y. false advertising cases.

MacNaughton v. Young Living Essential Oils, LC,

Case No. 24LA0329 (Cir. Ct. Ill.)

Received final approval of settlement in false advertising class action valued at \$10,000,000.

Carter, et al. v. Vivendi Ticketing US LLC d/b/a See Tickets

Case No. 8:22-cv-01981 (C.D. Cal.)

Final approval granted, appointing firm as sole class counsel, in a data breach class action settlement involving 437,310 class members and a \$3,000,000 non-reversionary settlement fund.

Medina v. Albertsons Companies, Inc.

Case No. 1:23-cv-00480 (D. Del.)

Obtained final approval of a class settlement involving 33,000 class members and a \$750,000 non-reversionary settlement fund.

In re Sovos Compliance Data Security Incident Litigation

Case No. 1:23-cv-12100-AK (D. Mass.)

Obtained final approval of a class settlement that includes a non-reversionary settlement fund of \$3,534,128.50 involving 490,000 individuals, and separate from the settlement fund, requires the defendant to pay for data security improvements.

Owens v. US Radiology Specialists, Inc.,

Case No. 22 CVS 17797 (N.C. Super. Ct.)

Received final approval for settlement in data breach involving 1,309,429 customer’s private health information, creating non-reversionary settlement fund of \$5,050,000 to compensate class members.



In re: Planet Home Lending, LLC Data Breach

Case No. 3:24-cv-127 (D. Conn.)

Final approval granted for data breach settlement affecting 285,000 individuals, which will create a non-reversionary settlement fund valued at \$ 2,425,000.

In re: Vivendi Ticketing US LLC, d/b/a See Tickets Data Security Incident

Case No. 2:23-cv-07498 (C.D. Cal.)

Final approval of settlement in second data breach affecting 323,498 individuals, where the settlement agreement calls for the creation of a non-reversionary settlement fund in the amount of \$3,250,000.

Fortra File Transfer Software Data Security Breach Litigation

Case No. 24-MD-03090-RAR (S.D. Fl.).

Appointed to leadership team in nationwide multi-district litigation concerning data breach affecting more than 4,000,000 individuals' personal and health information.

In re UNITE HERE Data Security Incident Litigation

Case No. 1:24-cv-01565-JSR (S.D.N.Y.)

Obtained final approval of data breach settlement affecting roughly 790,000 individuals, creating a non-reversionary settlement fund of \$6,000,000 to compensate class members.

CERTIFICATE OF SERVICE

I hereby certify that on this 23rd day of December, 2025, I caused a true and correct copy of the foregoing to be filed with the Clerk of the Court via the Court's CM/ECF system, which will cause a copy to be electronically served upon all counsel of record.

/s/ Daniel Srourian
Daniel Srourian