

IN THE COURT OF COMMON PLEAS OF MONTGOMERY COUNTY, PENNSYLVANIA

KIDWELL, PATRICIA

VS.

NO. 2024-15211

HYPERTENSION NEPHROLOGY ASSOCIATES PC

COVER SHEET OF MOVING PARTY

Date of Filing November 24 2025 Moving Party PATRICIA KIDWELL

Counsel for Moving Party JAMES PEPPER, ESQ., ID: 92614

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Document Filed (Specify) PLAINTIFF'S MOTION FOR AN AWARD OF ATTORNEYS' FEES, COSTS, AND EXPENSES, AND SERVICE AWARD

If a motion to compel discovery, state the Court-ordered Discovery Deadline: N/A
(failure to complete this space will result in the motion being stricken)

CERTIFICATIONS - Check ONLY if appropriate:

☒ Counsel certify that they have conferred in a good faith effort to resolve the subject discovery dispute. (Required by Local Rule 208.2(e) on motions relating to discovery.)

☐ Counsel for moving party certifies that the subject **civil motion** is **uncontested** by all parties involved in the case. (If checked, skip Rule to Show Cause section below.)

RULE TO SHOW CAUSE - Check ONE of the Choices Listed Below:

☐ Respondent is directed to show cause why the moving party is not entitled to the relief requested by filing an **answer** in the form of a **written response** at the **Office of the Prothonotary** on or before the _____ day of _____ 20__

☐ Respondent is directed to show cause, in the form of a **written response**, why the attached Family Court Discovery Motion is not entitled to the relief requested. Rule Returnable and Argument the _____ day of _____, 20__
at **1:00 p.m. at 321 Swede Street, Norristown, PA.**

☐ Respondent is directed to file a **written response** in conformity with the Pennsylvania Rules of Civil Procedure.

☐ Rule Returnable at time of trial.

By: _____

Court Administrator

**IN THE COURT OF COMMON PLEAS OF MONTGOMERY COUNTY,
PENNSYLVANIA**

PATRICIA KIDWELL, individually, and on
behalf of all others similarly situated,

Plaintiff,

v.

HYPERTENSION-NEPHROLOGY
ASSOCIATES, P.C.,

Defendant.

Case No. 2024-15211

**PLAINTIFF'S MOTION FOR AN AWARD OF
ATTORNEYS' FEES, COSTS, AND EXPENSES, AND SERVICE AWARD**

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Plaintiff Patricia Kidwell (“Plaintiff”) submits this Motion for an Award of Attorneys’ Fees, Costs and Expenses, and Service Award, in connection with the proposed settlement in the above-captioned class action. Plaintiff respectfully requests the Court enter an Order approving: (i) an award of attorneys’ fees in the amount of one-third of the Settlement Fund (\$208,333.33); (ii) expenses reimbursement in the amount of \$3,756.90 and (iii) a service award of \$2,500 to Plaintiff for her efforts on behalf of the Settlement Class.

HISTORY OF THE CASE

A. The Data Incident

This class action arose from a data security incident which occurred on and around January 20, 2024 (the “Data Incident”), in which cybercriminals obtained access to Defendant Hypertension-Nephrology Associates, P.C.’s (“HNA” or “Defendant”) computer systems and potentially accessed patient files containing personally identifying information, financial account information, and private health information (collectively, “Private Information”) belonging to HNA’s current and former patients. On May 17, 2024, HNA sent notice of the Data Incident to 39,491 individuals potentially affected by the Data Incident.

On June 7, 2024, Plaintiff filed this action in the Court of Common Pleas of Montgomery County, Pennsylvania. Shortly after Plaintiff initiated her action, the Parties began a months-long process of discussing resolution. Eventually, the Parties agreed to mediate the matter. On March 31, 2025, the Parties attended a full-day mediation before Judge Michael D. Mason (Ret.) of Mason ADR. At this mediation, the Parties were able to reach a Settlement. *See* Declaration of Nickolas J. Hagman in Support of Plaintiff’s Motion for Attorneys’ Fees and Payment of Expenses (“Hagman Decl.”), ¶¶ 7–13. On September 22, 2025, this Court granted preliminary approval to the Settlement, and Notice of the Settlement was disseminated to the Settlement Class.

B. Settlement Benefits

The Settlement will provide substantial relief for the Settlement Class, which is defined as “all residents of the United States who were sent notice that their personal information was potentially accessed, stolen, or compromised as a result of the Data Incident.” S.A. ¶ 1.36. The Settlement Class contains approximately 39,491 persons. S.A. ¶ 2.

(a) *Cash Award.* Settlement Class Members who submit a valid and timely Claim Form may elect to receive a payment (a “Cash Award”). The cash awards for all valid claimants shall be a *pro rata* share of the “Post Loss Payment Net Settlement Fund,” which is the remainder of the Settlement Fund after payment of the cost of notice and administration; any attorneys’ fees, expenses, and service awards approved by the Court; the cost of Credit Monitoring and Insurance claimed by Class Members; and approved Documented Loss Payments. S.A. ¶¶ 2.2(a), 2.4.

(b) *Documented Loss Payment.* In the alternative to the Cash Award, Settlement Class Members may submit a claim for a Settlement Payment of up to \$5,000 for reimbursement in the form of a Documented Loss Payment. To receive a Documented Loss Payment, a Settlement Class Member must submit an attestation regarding any actual and unreimbursed Documented Loss, and reasonable documentation that demonstrates the Documented Loss itself. S.A. ¶ 2.2(b).

(c) *Credit Monitoring and Insurance Services.* In addition to the monetary benefits, each Settlement Class Member who submits a valid and timely Claim Form may elect to receive two (2) years of Credit Monitoring and Insurance Services (“CMIS”). The CMIS will include the following services: (i) up to \$1 million dollars of identity theft insurance coverage; (ii) one bureau credit monitoring providing notice of changes to the Settlement Class Members’ credit profile; (iii) alerts for activity including new inquiries, new accounts created, change of address requests, changes to public records, postings of potentially negative information, and other leading

indicators of identity theft; (iv) customer care and dedicated fraud resolution agent; (v) comprehensive educational resources; and (vi) extended fraud resolution. S.A. ¶ 2.3.

C. The Notice and Claims Process

In its Order granting preliminary approval, the Court appointed EAG Gulf Coast, LLC (“EisnerAmper”) as the Settlement Administrator in this case. Plaintiff will submit a declaration from EisnerAmper detailing the notice and claims administration with their Motion for Final Approval of Class Action Settlement.

D. Fees, Costs and Service Awards

After agreeing to the terms of the Settlement on behalf of the Class, Settlement Class Counsel and Defendant negotiated Class Counsel’s fee request, and agreed to one-third of the Settlement Fund, *i.e.*, \$208,333.33, plus reasonable expenses incurred. S.A. ¶ 7.2. Settlement Class Counsels’ fees were not guaranteed—the retainer agreement counsel had with Plaintiff did not provide for fees apart from those earned on a contingent basis, and, in the case of class settlement, approved by the court. Hagman Decl. ¶ 30–31. The purely contingent basis upon which Settlement Class Counsel took the case meant they assumed significant risk. *Id.* Settlement Class Counsel spent time on this matter that could have otherwise been spent on other, fee-generating matters, and shouldered the risk of expending substantial costs and time without any monetary gain in the case of adverse judgment. *Id.* at ¶ 30.

The Settlement also provides for a reasonable service award for Plaintiff in the amount of \$2,500. S.A. ¶ 7.3. The service award is meant to compensate Plaintiff for her efforts on behalf of the Settlement Class, including maintaining contact with counsel, assisting in the investigation of the case, producing relevant documents, reviewing the Complaint, remaining available for consultation throughout negotiations, for answering counsels’ many questions, and for reviewing

the Settlement Agreement. Hagman Decl. ¶ 29.

Settlement Class Counsel respectfully request that the Court grant Plaintiff's Motion for an Award of Attorneys' Fees, Costs, and Expenses, and Service Award.

ARGUMENT

I. Settlement Class Counsel Are Permitted An Award Of Attorneys' Fees From The Common Fund Created By Their Efforts

The Supreme Court has long recognized that “a lawyer who recovers a common fund for the benefit of persons other than himself or his client is entitled to a reasonable attorney’s fee from the fund as a whole.” *Boeing Co. v. Van Gemert*, 444 U.S. 472, 478 (1980); *In re Cendant Corp. Sec. Litig.*, 404 F.3d 173, 205 (3d Cir. 2005) (“attorney[s] whose efforts create, discover, increase, or preserve a [common] fund are entitled to compensation”). Courts within Pennsylvania have consistently adhered to this rule. *See, e.g., In re Ikon Office Sols., Inc., Sec. Litig.*, 194 F.R.D. 166, 192-93 (E.D. Pa. 2000) (“[T]here is no doubt that attorneys may properly be given a portion of the settlement fund in recognition of the benefit they have bestowed on class members.”). Further, courts have emphasized that the award of attorneys’ fees from a common fund serves to encourage skilled counsel to represent classes of persons who otherwise may not be able to retain counsel to represent them in complex and risky litigation. *See Gunter v. RidgewoodEnergy Corp.*, 223 F.3d 190, 198 (3d Cir. 2000) (the goal of percentage fee awards is to “ensur[e] that competent counsel continue to be willing to undertake risky, complex, and novel litigation”).

II. The Requested Attorneys' Fees Are Reasonable and Merit Approval

Pennsylvania courts have used three methods to evaluate proposed awards of attorneys’ fees in class action settlements: the percentage of recovery method, the lodestar method, and the five-factor test under Pennsylvania Rule of Civil Procedure 1717 (“Rule 1717”). *Milkman v. Am. Travellers Life Ins. Co.*, No. 011925, 2002 WL 778272, at *24 (Pa. Com. Pl. Apr. 1, 2002).

Settlement Class Counsel's fee request is reasonable under each approach.

A. The Requested Attorneys' Fees Are Reasonable Applying the Percentage of Recovery Method

In *Blum v. Stenson*, the Supreme Court recognized that under the common fund doctrine a reasonable fee may be based “on a percentage of the fund bestowed on the class” 465 U.S. 886, 900 n.16 (1984). It is well settled that where a common fund has been created for the benefit of a class from counsel's efforts, the award of fees on a percentage-of-the fund basis is the preferred approach. *See, e.g., In re Prudential Ins. Co. Am. Sales Practices Litig.*, 148 F.3d 283, 333 (3d Cir. 1998) (“[t]he percentage-of-recovery method is generally favored in cases involving a common fund and is designed to allow courts to award fees from the fund ‘in a manner that rewards counsel for success and penalizes it for failure’”); *In re Intelligent Elecs., Inc. Sec. Litig.*, 1997 WL 786984, at *9 (E.D. Pa. Nov. 26, 1997) (“in ‘common fund’ cases, such as this, the preferred, if not mandated, method of calculating attorney fees is the percentage of recovery method”).

Indeed, in the Federal Third Circuit, the percentage-of-recovery method is “generally favored” in cases like this one, where a settlement creates a common fund. *See, e.g., Sullivan v. DB Invs. Inc.*, 667 F.3d 273, 330 (3d Cir. 2011) (favoring percentage-of-recovery method “because it allows courts to award fees from the [common] fund in a manner that rewards counsel for success and penalizes it for failure”); *In re CIGNA Corp. Sec. Litig.*, 2007 WL 2071898, at *4 (E.D. Pa. July 13, 2007) (“For many years, both the Supreme Court and Third Circuit have favored calculating attorneys' fees as a percentage of the class recovery.”).

Compensating counsel in common fund cases with a percentage of the fund their work creates is a sound rule, because it aligns the incentives of the class and its counsel. Specifically, both the class and counsel are incentivized to pursue the maximum reasonable recovery, and to do so in an efficient manner. *See, e.g., Charles Silver, Class Actions In The Gulf South Symposium,*

Due Process and the Lodestar Method: You Can't Get There From Here, 74 TUL. L. REV. 1809, 1819-20 (2000) (“The consensus that the contingent percentage approach creates a closer harmony of interests between class counsel and absent plaintiff’s than the lodestar method is strikingly broad. It includes leading academics, researchers at the RAND Institute for Civil Justice, and many judges Indeed, it is difficult to find anyone who contends otherwise”).

Further, the requested one-third fee here is well within the range of percentages typically awarded in other data breach or data privacy cases. “Courts using the percentage-of-recovery method to calculate attorneys’ fees generally approve fees ranging ‘from roughly 20–45%.’” *In re Philadelphia Inquirer Data Sec. Litig.*, 2025 WL 845118, at *12 (E.D. Pa. Mar. 18, 2025) (quoting *Marby v. Hildebrandt*, 2015 WL 5025810, at *4 (E.D. Pa. Aug. 24, 2015) (collecting cases)); *Barletti v. Connexin Software, Inc.*, 2024 WL 3564556 (E.D. Pa. July 24, 2024) (awarding 1/3 of settlement fund as attorneys’ fees and \$50,000 in expenses in data breach settlement); *In re Novant Health, Inc.*, 2024 WL 3028443, at *12 (M.D.N.C. June 17, 2024) (awarding 1/3 of the settlement fund); *In re Arby’s Rest. Grp., Inc. Data Sec. Litig.*, 2019 WL 2720818, at *4 (N.D. Ga. June 6, 2019) (same); *In re TikTok, Inc., Consumer Priv. Litig.*, 617 F. Supp. 3d 904, 940–41 (N.D. Ill. 2022); *In re Forefront Data Breach Litig.*, 2023 WL 6215366, at *10 (E.D. Wis. Mar. 22, 2023); *In re Ravisent Techs., Inc. Sec. Litig.*, 2005 WL 906361, at *11 (E.D. Pa. Apr. 18, 2005) (“courts within this Circuit have typically awarded attorneys’ fees of 30% to 35% of the recovery, plus expenses); *Rodriguez v. Fulton Bank, N.A.*, No. 1303748, 2016 WL 7163262 (Pa. Com. P1. Mar. 7, 2016) (approving a fee of 40% of the cash fund).

In sum, the amount of fees sought by Settlement Class Counsel—one-third of the Settlement Fund—is reasonable and within the range of percentage fees awarded in Pennsylvania courts and in connection with similar settlements.

B. A Lodestar Cross-Check Confirms the Reasonableness of the Request

“In common fund cases,” some courts also “cross-check the percentage award counsel asks for against the lodestar method of awarding fees,” in order to assess the reasonableness of the request. *Gunter*, 223 F.3d at 199; *Intelligent Elecs.*, 1997 WL 786984, at *9. This “cross-check . . . need not entail mathematical precision or bean-counting, and is not a full-blown lodestar inquiry.” *AT&T Corp.*, 455 F.3d at 169 n.6. Instead, the Court takes counsel’s base fee or “lodestar”—the hours expended on the case times the hourly rate—and then may make “[a]djustments to that fee” based on a number of factors. *Milkman*, 2002 WL 778272, at *26. In many jurisdictions, including Pennsylvania, a court may consider among things the “discretionary application of a fee enhancement to reflect the contingent risk of the particular . . . claim at issue.” *Id.*, at *27.

These adjustments or enhancements to the lodestar are common, and are referred to as a “multiplier.” For example, in *Milkman*, the Court of Common Pleas of Pennsylvania considered the degree of risk in the case and the fact that the case was brought on a contingency basis, as well as the relief obtained, in ultimately awarding a 3.0-multiplier on counsel’s lodestar—that is, to set the attorneys’ fee, the court multiplied their lodestar by 3.0. 2002 WL 778272, at *28 (stating that (“courts have often found a multiplier of three or higher to be reasonable in a class action setting”).

Courts across the country have frequently awarded fees that are multiples of counsels’ lodestar-calculated fees. *See, e.g., Prudential*, 148 F.3d at 341 (“[m]ultiples ranging from one to four are frequently awarded in common fund cases when the lodestar method is applied”); *Bredbenner v. Liberty Travel, Inc.*, 2011 WL 1344745, at *22 (D.N.J. Apr. 8, 2011) (“The Third Circuit has approved a cross-check multiplier of 3 in a relatively simple case”); *See also*, 5 Newberg On Class Actions § 14.03 (5th ed.) (“Multiples ranging from one to four are frequently awarded in common fund cases when the lodestar method is applied.”).

Here, the requested one-third fee would result in a multiplier well within, and indeed within the range that courts commonly award in similar cases. Settlement Class Counsel's collective lodestar is \$108,217.50. Hagman Decl. ¶¶ 21. Thus, the requested fee award results in a modest multiplier of 1.93.

Settlement Class Counsel expended 138.6 hours in the prosecution of this case. *See* Hagman Decl. ¶ 21. These hours were reasonably necessary to achieve the recovery here, which entailed substantial and complex work. In addition, Settlement Class Counsel's current hourly rates for the work performed here range from \$900 to \$1500 for partners and \$750 for associates. *See* Hagman Decl. ¶ 23. Settlement Class Counsel respectfully submit that the hourly rates used in their lodestar calculation are reasonable in light of prevailing market rates for lawyers with comparable levels of experience and expertise in complex class action litigation. Courts have found similar rates reasonable. *See* Hagman Decl. ¶¶ 26–28 (listing cases approving Class Counsel's rates); *see also, e.g., Fulton-Green v. Accolade, Inc.*, 2019 WL 4677954, at *12 (E.D. Pa. Sept. 24, 2019) (class counsel's rates were reasonable when they ranged from \$202 to \$975 per hour); *In re Suboxone (Buprenorphine Hydrochloride & Naloxone) Antitrust Litig.*, 2024 WL 815503, at *17 (E.D. Pa. Feb. 27, 2024) (class counsel's rates were within the reasonable range for their experience and for the region when "the highest rate was at \$1550 per hour"); *Se. Pa. Transp. Auth. v. Orrstown Fin. Servs., Inc., et al.*, No. 12-cv-00993 (M.D. Pa. May 19, 2023) (Doc. No. 304; Doc. No. 309) (granting final approval and award of attorneys' fees, approving hourly rates of up to \$1,100, where several attorneys' rates were at or above \$875).

Given the excellent recovery achieved, the substantial risks this litigation entailed and the fact that Settlement Class Counsel have proceeded on an entirely contingent basis without any fees or expenses received to date, the modest multiplier represented by Settlement Class Counsel's fee

request is reasonable.

C. The Requested Fees Are Reasonable Under the Rule 1717 Factors

In determining the reasonableness of a fee request, Pennsylvania courts may also consider the following five factors set forth in Rule 1717: 1) the time and effort reasonably expended by the attorney in the litigation; 2) the quality of the services rendered; 3) the results achieved and benefits conferred upon the class or upon the public; 4) the magnitude, complexity, and uniqueness of the litigation; and 5) whether the receipt of a fee was contingent on success. Pa. R. Civ. P. 1717; *Bridgeport Fire*, 8 A.3d at 1289 (setting forth the Rule 1717 factors); *Milkman*, 2002 WL 778272, at *24 (same). The Rule 1717 factors all support approval of the requested one-third fee.

1. The results achieved and benefits conferred upon the class or upon the public justifies the requested fee award.

“[T]he most critical factor is the degree of success obtained.” *Hensley v. Eckerhart*, 461 U.S. 424, 436 (1983); *see also In re ViroPharma, Inc. Sec. Litig.*, 2016 WL 312108, at *16 (E.D. Pa. Jan. 25, 2016). As described *supra*, the Settlement provides substantial relief to the nearly 40,000 members of the Settlement Class. The Settlement provides \$625,000 that will be used to provide a variety of benefits: 1) reimbursement for Documented Losses of up to \$5,000; 2) a *pro-rata* cash award; and 3) two-years of credit monitoring services. These benefits are comparable to, and in some cases superior to, those provided by other data breach settlements. *See, e.g., Barletti v. Connexin Software, Inc.*, 2024 WL 1096531, at *6 (E.D. Pa. Mar. 13, 2024) (approving a class data breach settlement that provided for credit monitoring services, out-of-pocket losses; or a cash payment); *In re Cap. One Consumer Data Sec. Breach Litig.*, 2022 WL 18107626, at *12 (E.D. Va. Sept. 13, 2022) (approving a class settlement that provided for out-of-pocket losses, lost time, and credit monitoring); *In re Wawa, Inc. Data Sec. Litig.*, No. 19-cv-06019-GEKP, ECF No. 181 (E.D. Pa. Feb. 19, 2021). This outcome can only be described as a success, and entirely consistent

with the outcomes in other data breach settlements. Thus, the fact that Settlement Class Counsel was able to achieve such an outcome justifies the requested fee award.

2. The magnitude, complexity, and uniqueness of the litigation justify the requested fee award.

Data privacy litigation is risky, complex, and rapidly evolving. While Plaintiff and Settlement Class Counsel believe they could prevail on their claims, they were also aware that they would likely face several strong legal defenses and difficulties in demonstrating causation and injury. Such defenses, if successful, could drastically decrease or eliminate any recovery the Settlement Class. Further, given the complexity of the issues and the amount in controversy, the defeated party would likely appeal any decision on either certification or merits. The general risks of litigation are further heightened in the data breach arena. Due at least in part to the cutting-edge nature of data protection technology and rapidly evolving law, data breach cases like this one are particularly complex and face substantial hurdles—even just to make it past the pleading stage. *See In re Sonic Corp. Customer Data Sec. Breach Litig.*, 2019 WL 3773737, at *6 (N.D. Ohio Aug. 12, 2019) (“The realm of data breach litigation is complex and largely undeveloped. It would present the parties and the Court with novel questions of law.”); *Hammond v. The Bank of N.Y. Mellon Corp.*, 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). Class certification is another hurdle that would have to be met—and one that has been denied in other data breach cases. *See, e.g., In re Hannaford Bros. Co. Customer Data Sec. Breach Litig.*, 293 F.R.D. 21 (D. Me. 2013). Thus, the difficult and complex nature of this action justifies the requested fee award.

3. The quality of services rendered by Settlement Class Counsel justifies the requested fee award.

The skill required to litigate data breach cases is great, in part due to the quickly evolving

nature of data breach and privacy law. *See Fox v. Iowa Health Sys.*, 2021 WL 826741, at *5 (W.D. Wis. Mar. 4, 2021) (“Data breach litigation is evolving; there is no guarantee of the ultimate result.”). The Parties would have faced significant risk and expenses to litigate the case. For example, the necessary expert analyses (and inevitable fight over *Daubert* challenges) to determine whether Defendant’s data security practices were unreasonable would have cost hundreds of thousands of dollars and months of litigation on their own. *See e.g., In re Yahoo! Inc. Customer Data Sec. Breach Litig.*, 2020 WL 4212811, at *9 (N.D. Cal. July 22, 2020) (listing “more discovery” as one of the significant expenses for continuing a data breach litigation); *In re Compact Disc Minimum Advertised Price Antitrust Litig.*, 216 F.R.D. 197, 212 (D. Me. 2003) (noting that, absent settlement, plaintiffs’ challenges would include “significant and expensive additional discovery” and “hiring more experts and opposing the defendants’ experts”).

In litigating this action, Settlement Class Counsel brought to bear decades of experience in class actions, including substantial experience in data privacy litigation. Indeed, it is noteworthy that Mr. Hagman and Cafferty Clobes Meriwether & Sprengel have been appointed lead counsel and class counsel in scores of class actions arising out of data breach incidents. *See, e.g., In re: Knight Barry Title, Inc. Data Incident Litigation*, No. 2:24-cv-00211-LA (E.D. Wis. May 5, 2018) (appointing Cafferty Clobes interim co-lead class counsel in an action concerning a breach of client data); *Wilkens v. Mulkay Cardiology Consultants, P.C.*, BER-L-6203-23 (N.J. Sup. Ct. Bergen Cnty. Jan. 19, 2024) (same); *In re Francesca’s Acquisition LLC Data Security Breach Litigation*, No. 4:23-cv-03881 (S.D. Tex. Jan. 17, 2024) (same); *Martemucci v. Peachtree Orthopaedic Clinic, P.A.*, No. 23-CV-1234-3 (Ga. Sup. Ct. Forsyth Cnty. Nov. 1, 2023) (same); *In re Kannact, Inc. Data Security Incident*, No. 6:23-cv-1132-AA (D. Or. Sept. 26, 2023) (appointing CCMS interim co-lead class counsel in an action concerning a breach of patient data); *Vickery v. Family Health*

Center, Inc., No. 2024-0404-NO (Mich. Cir. Ct. Kalamazoo Cnty. Sept. 16, 2024) (same); and *Hood v. Educational Computer Systems, Inc.*, No. 24-cv-00666 (W.D. Pa. July 19, 2024) (same); *In re Fairfield Memorial Hosp. Ass’n Data Security Litig.*, No. 2024 LA 11 (Ill. Cir. Ct. 2d Dist. Dec. 11, 2024) (same); *Woods, et al. v. Albany ENT & Allergy Servs.*, No. 904730-23 (Sup. Ct. N.Y. Albany Cnty. Oct. 11, 2024) (appointing Cafferty Clobes as Class Counsel and finally approving the class settlement). *See also* Hagman Decl., Exhibit 1 (CCMS Firm Resume). Settlement Class Counsel have an established track record and experience in successfully litigating complex data privacy actions. The significant experience and qualifications of Settlement Class Counsel easily justify the requested fee under Rule 1717.

4. The contingent nature of the representation justifies the requested fee award.

Settlement Class Counsel undertook the Action on a wholly contingent-fee basis. As such, they assumed significant risk of nonpayment or underpayment. Hagman Decl. ¶¶ 30–31. Settlement Class Counsel spent time on this matter that could have otherwise been spent on other, fee-generating matters, and shouldered the risk of expending substantial costs and time without any monetary gain in the case of adverse judgment. *Id.* Courts have consistently recognized that this risk is an important factor favoring an award of attorneys’ fees. *See, e.g., Milkman*, 2002 WL 778272, at *25 (“The risk to Class Counsel in this matter was great, as receiving attorneys’ fees was entirely contingent on a successful outcome of the litigation.”); *W. Palm Beach Police Pension Fund*, 2017 WL 4167440, at *8 (same). Settlement Class Counsel risked receiving no compensation for their efforts, and no expense reimbursement, during the course of this litigation. The contingent nature of this action therefore supports awarding Settlement Class Counsel attorneys’ fees in the amount of one-third of the Settlement Fund under Rule 1717.

5. Time And Effort Expended Justifies The Requested Fee Award.

Settlement Class Counsel expended significant resources in both time and effort on this litigation to achieve the significant benefits on behalf of the Settlement Class. The efforts undertaken by Settlement Class Counsel began from the day that Defendant publicly disclosed the Data Incident, and includes:

- investigating the factual circumstances of the Data Incident;
- speaking with victims of the Data Incident;
- researching causes of actions to assert on behalf of Plaintiff and the putative class;
- drafting the complaint;
- exchanging informal discovery to evaluate, *inter alia*, the strengths of Plaintiff's claims and to determine the status of Defendant;
- preparing for mediation by exchanging formal mediation briefs;
- attending a full-day mediation before the Hon. Michael D. Mason (Ret.) of Mason ADR;
- drafting the Settlement Agreement in coordination with Defendant;
- drafting the claim administration documents such as the long-form and short-form notices and claim form;
- drafting the motion for preliminary approval; and,
- supervising the claims administration process.

Hagman Decl. ¶¶ 24–25. Settlement Class Counsel anticipates spending significant additional time in taking this action through final approval, further supervising the claims administration process, assisting Settlement Class Members, and in distributing the Settlement proceeds. All told, Settlement Class Counsel have expended 138.6 hours prosecuting this action with a total lodestar value of \$108,217.50. Hagman Decl. ¶ 21. At all times, Settlement Class Counsel took care to be efficient and avoid duplication of efforts. *Id.* The substantial time and effort devoted to this case by Settlement Class Counsel was critical to obtaining the favorable result achieved by the Settlement. Accordingly, the time and effort that Settlement Class Counsel devoted to this action to achieve this substantial recovery justifies the requested fee award under Rule 1717.

In sum, the Rule 1717 factors accordingly strongly support the requested one-third fee.

III. Plaintiff's Counsel's Expenses Are Reasonable And Were Necessary

Courts also commonly award a payment of expenses that counsel reasonably incurred in the prosecution of a class action which results in the creation of a common fund. *W. Palm Beach Police Pension Fund*, 2017 WL 4167440, at *9; *ViroPharma*, 2016 WL 312108, at *18. The categories of expenses for which counsel seek payment here are the type of expenses routinely paid by fee paying clients in support of litigation, and so are of the type that courts commonly award. *Hall v. AT&TMobility LLC.*, No. 07-5325, 2010 WL 4053547, at *23 (D.N.J. Oct. 13, 2010) ("Courts have generally approved expenses arising from photocopying, use of the telephone and fax, postage, witness fees, and hiring of consultants."); *In re Philadelphia Inquirer Data Sec. Litig.*, No. 2025 WL 845118, at *15. Here, Settlement Class Counsel have incurred expenses in the aggregate amount of \$3,756.90, which were necessary to prosecute the Action and were of the type commonly incurred in similar litigation. Hagman Decl. ¶ 22. As such, the request for reimbursement of these expenses should be approved.

IV. Plaintiff's Request For A Service Award

Plaintiff seeks an award in the total amount of \$2,500 for the time and effort she dedicated to serving in that role and ensuring that the Settlement Class was adequately represented. Plaintiff was actively engaged in this litigation. Among other things, Plaintiff maintained contact with counsel, assisted in the investigation of the case, produced relevant documents, reviewed the Complaint, remained available for consultation throughout the litigation, answered counsel's many questions, and reviewed and approved the Settlement Agreement. Hagman Decl. ¶ 29.

Service awards to class representatives are appropriate and regularly awarded by courts in class action litigation. The award of \$2,500, provided in addition to any individual claims-based recovery, promote the public policy of encouraging individuals to undertake the responsibility of

representative lawsuits, and reward the class representatives for working to bring a benefit to a larger group of people. Indeed, Courts within Pennsylvania regularly grant awards in amounts similar to or greater than the request here. *See, e.g., Corra v. ACTS Ret. Servs., Inc.*, 2024 WL 22075, at *2 (E.D. Pa. Jan. 2, 2024) (approving \$2,500 service award in data breach settlement); *Currie v. Joy Cone Co.*, 2024 WL 3157870, at *4 (W.D. Pa. June 25, 2024) (same); *Dixon v. Lincoln Univ.*, 2025 WL 2677525, at *11 (E.D. Pa. Sept. 18, 2025) (same); *In re Brightview Holdings, Inc. Sec. Litig.*, No. 2019-07222, slip op. at 13 (Pa. Comm. P1. Dec. 17, 2020) (awarding payment to lead plaintiff in the amount of \$15,000); *Milkman*, 2002 WL 778272, at *31 (awarding payment to class representatives in the amounts of \$10,000, \$7,500, and \$5,000); Thus, the requested service award of \$2,500 is reasonable and should be approved.

CONCLUSION

Settlement Class Counsel, with the help of Plaintiff, have made significant benefits available to Class Members. In return, they seek reasonable fees, costs, and service awards well in line with those regularly approved. The fees, costs, and service awards are inherently reasonable, and as such Plaintiff respectfully requests the Court approve Settlement Class Counsels' request for \$208,333.33 in fees, \$3,756.90 in expenses, and \$2,500 service award for Plaintiff.

Dated: November 24, 2025

Respectfully submitted,

**CAFFERTY CLOBES MERIWETHER
& SPRENGEL LLP**

By: /s/ Nickolas J. Hagman
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Settlement Class Counsel

**IN THE COURT OF COMMON PLEAS OF MONTGOMERY COUNTY,
PENNSYLVANIA**

PATRICIA KIDWELL, individually, and on
behalf of all others similarly situated,

Plaintiff,

v.

HYPERTENSION-NEPHROLOGY
ASSOCIATES, P.C.,

Defendant.

Case No. 2024-15211

**DECLARATION OF NICKOLAS J. HAGMAN
IN SUPPORT OF PLAINTIFF'S MOTION FOR AN AWARD OF
ATTORNEYS' FEES, COSTS, AND EXPENSES, AND SERVICE AWARD**

I, Nickolas J. Hagman, being competent to testify, make the following declaration:

1. I am a partner in the law firm Cafferty Clobes Meriwether & Sprengel LLP ("CCMS") and am one of the attorneys for Plaintiff and the Settlement Class in this matter. CCMS has been appointed as Settlement Class Counsel in this action. I submit this declaration in support of Plaintiff's Motion for an Award of Attorneys' Fees, Costs, Expenses, and Service Award. Except as otherwise noted, I have personal knowledge of the facts set forth in this declaration and could testify competently to them if called upon to do so.

2. My experience, and that of my partners, is described in CCMS' Firm Resume, attached to this declaration as **Exhibit 1**.

3. I, as well as the other attorneys at CCMS have substantial experience leading, litigating, and successfully resolving class actions, including data breach actions. I and other CCMS attorneys have been appointed and served as lead counsel in scores of complex class actions

and worked to recover billions of dollars for millions of plaintiffs and class members in those cases, including actions arising out of data breaches.

4. CCMS has recently been appointed and actively serve as lead counsel in many major consumer class action matters, including data breach actions, including: *In re: Consumer Vehicle Driving Data Tracking Collection*, No. 1:24-MC3115-TWT, ECF 63 (N.D. Ga. Aug. 19, 2024) (appointing Cafferty Clobes as co-lead counsel in the multidistrict litigation); *Hood, et al. v. Educational Computer Systems, Inc.*, No. 24-cv-00666-CCW (W.D. Pa.) (appointing Nickolas J. Hagman as interim co-lead counsel); *Vickery v. Family Health Center, Inc.*, No. 2024-0404-NO (Cir. Ct. Kalamazoo Cnty., MI) (same); *In re Rockford Gastroenterology Associates, Ltd. Data Breach Litig.*, No. 2024-CH-0000120 (Ill. Winnebago Co. Cir. Ct. Jan. 3, 2025) (same); *Shelton, et al. v. Fairfield Memorial Hosp. Ass'n*, No. 2024 LA 11 (Ill. Wayne Co. Cir. Ct. Dec. 11, 2024) (same); *In re: Knight Barry Title, Inc. Data Incident Litigation*, No. 2:24-cv-00211-LA, (E.D. Wis. May 5, 2018) (appointing Cafferty Clobes interim co-lead class counsel in an action concerning a breach of client data); *Wilkins v. Mulkey Cardiology Consultants, P.CBER-L-6203-23* (N.J. Sup. Ct. Bergen Cnty. Jan. 19, 2024) (same); *Martemucci v. Peachtree Ortopaedic Clinic, P.A.*, No. 23-CV-1234-3 (Ga. Sup. Ct. Forsyth Cnty. Nov. 1, 2023) (same); *In re Kannact, Inc. Data Security Incident*, No. 6:23-cv-1132-AA (D. Or. Sept. 26, 2023) (appointing Cafferty Clobes interim co-lead class counsel in an action concerning a breach of patient data).

5. In the last few years alone, CCMS has led and settled multiple consumer class actions that provided consumers with substantial relief. *See, e.g., Barrett v. Apple Inc.*, No. 20-cv-04812-EJD, ECF 291 (N.D. Cal. Dec. 19, 2024) (appointing Mr. Hagman as co-lead counsel and granting final approval to a \$35 million class settlement on behalf of victims of gift card scams); *Nielsen v. Walt Disney Parks and Resorts, Inc.*, No. 21-cv-02055 (C.D. Cal. Mar. 4, 2023), ECF

No. 102 (appointing Cafferty Clobes co-lead Class Counsel granting final approval of the \$9.5 million class action settlement on behalf of individuals who purchased certain annual passes for Disney's California theme parks); *Rentschler, et al. v. Atlantic General Hospital Corp.*, No. 23-cv-1005 (D. Md. Sept. 5, 2024) (appointing Cafferty Clobes co-class counsel granting final approval to the \$2.25 millions class settlement); *Sharma v. Accutech Systems Corp.*, No. 18C02-2210-CT-000135 (Ind. Del. Co. Cir. Ct. Nov. 13, 2023) (appointing Cafferty Clobes as co-lead counsel and granting approval to the class settlement arising out of a data breach); *Hough v. Navistar, Inc.*, No. 2021L001161 (DuPage Cnty. Ill. May 16, 2022) (granting final approval to the \$1,250,000 class settlement on behalf of victims of a data breach).

6. Based on my experience, I believe that Plaintiff would ultimately prevail in the litigation. However, I am also aware that a successful outcome is uncertain and would be achieved, if at all, only after prolonged, arduous litigation with the attendant risk of drawn-out appeals. It is my opinion, based my substantial experience, the settlement provides significant relief to the Members of the Class and warrants the Court's approval.

A. The Action

7. On May 17, 2024, Defendant Hypertension Nephrology-Nephrology Associates, P.C. ("HNA") sent Notice of Data Security Incident letters to approximately 39,491 individuals, notifying them that HNA had suffered a data security incident on or around January 20, 2024 (the "Data Incident" or "Incident").

8. After learning of the Data Incident, Settlement Class Counsel began investigating the Incident by collecting available information from public sources and interviewing impacted individuals. The initial investigation into the facts and circumstances of the alleged Data Incident revealed that the Data Incident likely involved personally identifying information, financial

account information, and private health information (collectively “Private Information”) belonging to approximately 39,491 of HNA’s current and former patients.

9. On June 7, 2024, Plaintiff filed her putative class action complaint against HNA, asserting claims arising out of the Data Security Incident. Shortly after Plaintiff filed her Complaint, the parties agreed extensions for HNA’s response to the complaint, so that the parties could explore the possibility of early resolution.

10. Subsequently, Settlement Class Counsel and counsel for HNA began settlement discussions, which involved the exchange of informal discovery to determine the details and scope of the Data Incident. The Parties continued to exchange non-public documents and information regarding the Data Incident reach and the size of the class during the mediation and settlement negotiation process. The Parties’ use of informal discovery would ultimately save significant time and expense later in the litigation, and guarded against unnecessary depletion of Defendant’s funds that were available for the Settlement.

11. The Parties ultimately agreed to mediate the dispute and on March 31, 2025, attended a full-day mediation before Hon. Michael D. Mason (Ret.). The Parties reached a settlement at the mediation, then spent the ensuing months negotiating the finer points of the settlement and drafting the Settlement Agreement and accompanying notice documents and exhibits.

12. While negotiations were always collegial and professional between the Parties, there is no doubt that the negotiations were also adversarial in nature, with both Parties strongly advocating their respective client’s positions.

13. Ultimately, after extensive negotiations, the Settlement Agreement with its various exhibits was finalized and executed on July 28, 2025.

B. The Settlement Benefits

14. The Settlement provides Settlement Class Members with significant benefits that would not otherwise be available to them unless a settlement was reached.

15. The Settlement negotiated on behalf of the Class provides a \$625,000 non-reversionary Settlement Fund, from which Settlement Class Members may make a claim for the following benefits.

16. Cash Award. Class Members who submit a valid and timely Claim Form may elect to receive a payment (a “Cash Award”). The cash awards for all valid claimants shall be a *pro rata* share of the “Post Loss Payment Net Settlement Fund,” which is the remainder of the Settlement Fund after payment of the cost of notice and administration; any attorneys’ fees, expenses, and service awards approved by the Court; the cost of Credit Monitoring and Insurance claimed by Class Members; and approved Documented Loss Payments. S.A. ¶¶ 2.2(a), 2.4.

17. Documented Loss Payment. In the alternative to the Cash Award, Settlement Class Members may submit a claim for a Settlement Payment of up to \$5,000 for reimbursement in the form of a Documented Loss Payment. To receive a Documented Loss Payment, a Settlement Class Member must submit an attestation regarding any actual and unreimbursed Documented Loss, and reasonable documentation that demonstrates the Documented Loss itself. S.A. ¶ 2.2(b).

18. Credit Monitoring and Insurance Services. In addition to the monetary benefits, each Settlement Class Member who submits a valid and timely Claim Form may elect to receive two (2) years of Credit Monitoring and Insurance Services (“CMIS”). The CMIS will include the following services to be provided to each Settlement Class Member who submits a valid and timely Claim Form and elects the CMIS: (i) up to \$1 million dollars of identity theft insurance coverage; (ii) one bureau credit monitoring providing notice of changes to the Settlement Class Members’

credit profile; (iii) alerts for activity including new inquiries, new accounts created, change of address requests, changes to public records, postings of potentially negative information, and other leading indicators of identity theft; (iv) customer care and dedicated fraud resolution agent; (v) comprehensive educational resources; and (vi) extended fraud resolution. S.A. ¶ 2.3.

19. HNA also agreed to implement additional reasonable steps to adequately secure its systems and environments presently and in the future. S.A. ¶ 2.5.

C. Attorneys' Fees, Expenses, and Service Awards

20. The Settlement Agreement provides that Defendant will pay Settlement Class Counsels' fees and expenses in an amount no greater than \$208,333.33 (representing one-third of the Settlement Fund), subject to Court approval.

21. During the litigation, all counsel and staff participating in the litigation were required to maintain contemporaneous, detailed time records. The result is a total number of hours of 138.6 hours and total lodestar of \$108,217.50.¹ The time spent by each of the timekeepers that performed work for this case, along with their respective billable rates was kept contemporaneously as the work was performed, and effort and care were taken to prevent duplication of efforts. At the request of the Court, Settlement Class Counsel can and will produce detailed time records supporting the time set out above.

22. Due to the early stage of litigation, costs incurred by Plaintiff are low. Plaintiff's current costs are \$3,756.90 and include filing fees.² These expenses are reasonable, and necessary for the litigation. These expenses include mediator fees, filing fees, and fees associated with *pro hac vice* admissions. These costs are reasonable and necessary for the litigation, and are modest in

¹ These hours and costs include those incurred by Settlement Class Counsel's local counsel in this matter: The Pepper Law Firm, LLC.

² These expenses include those incurred by Settlement Class Counsel's local counsel in this matter.

comparison to the enormous costs that likely would have been incurred if litigation had continued. Due to the forthcoming motion for final approval, attending the Final Fairness Hearing, and the remainder of the claims administration process, the amount of out-of-pocket case expenses will increase prior to Final Approval.

23. The rates that Settlement Class Counsel charge for their time are also commensurate with hourly rates charged by contemporaries around the country, including those rates charged by lawyers with similar level of experience who practice in the area of data breach class litigation across the nation.

Class Counsel's Hourly Rates	
Partners	\$800 – \$1200
Associates	\$525 – \$750
Assistants/Staff	\$425

24. The attorneys' fees and costs that Settlement Class Counsel are submitting for the Court's consideration include time devoted to:

- a. investigating the factual circumstances of the Data Incident;
- b. speaking with victims of the Data Incident;
- c. researching causes of actions to assert on behalf of Plaintiff and the putative class;
- d. drafting the complaint;
- e. exchanging informal discovery to evaluate, *inter alia*, the strengths of Plaintiff's claims and to determine the status of Defendant;
- f. preparing for mediation by exchanging formal mediation briefs;
- g. attending a full-day mediation before the Hon. Michael D. Mason (Ret.) of Mason ADR;
- h. drafting the Settlement Agreement in coordination with Defendant;
- i. drafting the claim administration documents such as the long-form and short-form notices and claim form;
- j. drafting the motion for preliminary approval; and,
- k. supervising the claims administration process.

25. In addition to these tasks and the attendant resources already committed to them, Settlement Class Counsel will need to devote additional time and resources to this case, including:

- a. Preparing for and attending the Final Approval hearing, including the research and drafting of the reply papers and responses to any objections;
- b. Continuing to respond to myriad inquiries from Settlement Class Members;
- c. Overseeing the Settlement through final approval of distribution of the common fund;
- d. Overseeing the claims administration process, including addressing any claim review issues and ensuring the offered benefits reach Settlement Class Members; and
- e. Litigating any appeals.

26. Settlement Class Counsel's hourly rates are reasonable and have been approved by numerous courts across the country in similar matters. *See, e.g., In re TikTok Consumer Privacy Litig.*, No. 20-cv-4699 (N.D. Ill.), ECF No. 261 at 71-72 (opinion and order finally approving settlement and awarding attorneys' fees and expenses approving of Cafferty Clobes' rates); *Balfour et al. v. iFit Health and Fitness, Inc.*, No. 23-cv-67-CFC (D. Del.) (granting final approval to the class settlement on behalf of nearly 2.5 million class members, and approving Cafferty Clobes' hourly rates); *Woods et al v. Albany ENT & Allergy Services, Inc.*, No. 904730-23 (N.Y. Sup. Ct. Albany Cnty.) (grating final approval to the class settlement on behalf of victims of the data breach, appointing Cafferty Clobes co-lead class counsel, and awarding attorneys' fees and costs); *Hough v. Navistar, Inc.*, No. 2021L001161 (DuPage County Cir. Ct. May 16, 2022) (appointing Cafferty Clobes as Lead Counsel and awarding attorneys' fees and costs).

27. Settlement Class Counsel's hourly rates are also comparable with the Laffey Matrix, <http://www.laffeymatrix.com/see.html>, which has been utilized by some courts in assessing the reasonableness of hourly rates.

28. Settlement Class Counsel's hourly rates are also in line with the non-contingent market rates charged by attorneys of reasonably comparable experience, skill, and reputation for reasonably comparable services and supported by surveys of legal rates.

29. The Settlement Agreement also provides for a reasonable service award to Plaintiff in the amount of \$2,500. This service award is meant to compensate Plaintiff for her effort which included maintaining contact with counsel, assisting in the investigation of the case, producing relevant documents, reviewing the Complaint, remaining available for consultation throughout mediation, answering counsel's many questions, and reviewing and approving the Settlement Agreement.

30. CCMS took on this case on a purely contingent basis. As such, the firm assumed a significant risk of nonpayment or underpayment. This matter has required Class Counsel to spend time on this litigation that could have been spent on other matters. At various times during the litigation of this class action, this lawsuit has consumed significant amounts of our time. Such time could otherwise have been spent on other fee-generating work. Because CCMS undertook representation of this matter on a contingency-fee basis, we shouldered the risk of expending substantial costs and time in litigating the action without any monetary gain in the event of an adverse judgment.

31. Litigation is inherently unpredictable and therefore risky. Here, that risk was very real, due to the rapidly evolving nature of case law pertaining to data breach litigation.

32. Settlement Class Counsels' fees were not guaranteed in this matter—the retainer agreement counsel had with Plaintiff did not provide for fees apart from those earned on a contingent basis, and, in the case of class settlement, approved by the court.

D. Opinions of Settlement Class Counsel

33. I strongly believe that the Settlement Agreement is favorable for the Settlement Class. It is, in the opinion of Settlement Class Counsel, fair, reasonable, adequate, and worthy of final approval.

34. Although Plaintiff and Settlement Class Counsel believe in the merits of Plaintiff's claims, this litigation is inherently risky and complex. The claims involve the intricacies of data breach litigation (a fast-developing area in the law), and Plaintiff would face risks at each stage of litigation. Against these risks, it was through the hard-fought negotiations and the skill and hard work of Settlement Counsel and Plaintiff that the Settlement was achieved for the benefit of the Settlement Class.

35. In contrast to the risks, the Settlement provides certain and substantial compensation to the Settlement Class Members.

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

Dated: November 24, 2025

Respectfully Submitted,

/s/ Nickolas J. Hagman

Nickolas J. Hagman (*admitted pro hac vice*)

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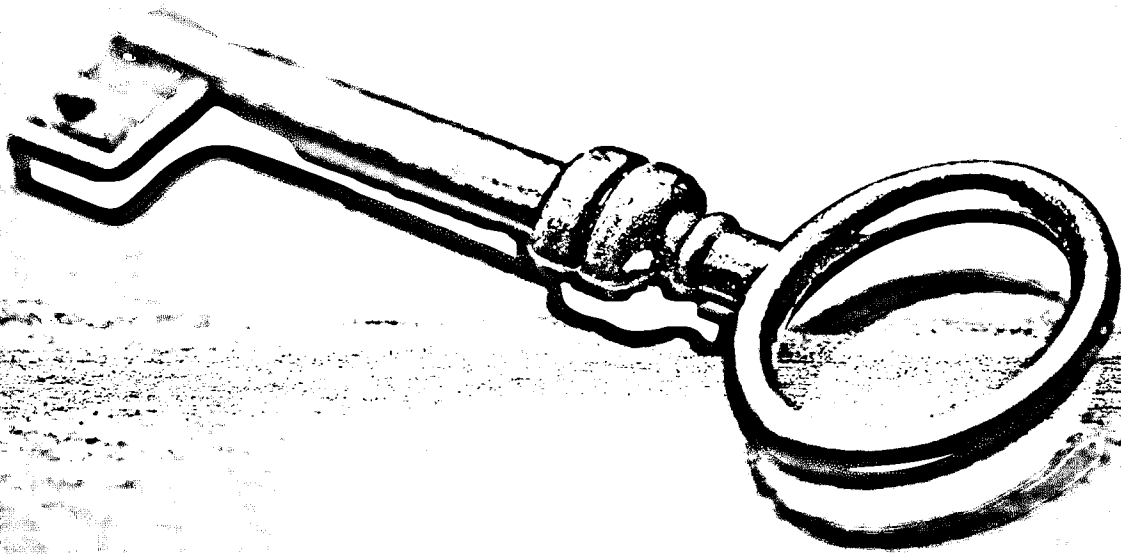
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Cafferty Clobes Meriwether & Sprengel^{LLP}



Successful Solutions for Complex Litigation



Firm Overview

Cafferty Clobes Meriwether & Sprengel LLP combines the talents of attorneys with a wide range of experience in complex civil litigation. The skill and experience of CCMS attorneys has been recognized on repeated occasions by courts that have appointed these attorneys to major positions in complex multidistrict or consolidated litigation. As the representative sampling of cases listed below demonstrates, these attorneys have taken a leading role in numerous important actions on behalf of investors, employees, consumers, businesses and others. In addition, CCMS attorneys are currently involved in a number of pending class actions, as described on the Firm's web page.

Data Privacy Class Actions

- ***Hough v. Navistar, Inc., No. 21L1161 (Circ. Ct. DuPage Cnty., IL)***
CCMS served as co-lead counsel in action arising out of a data breach of Navistar's computer systems that resulted in a settlement that provided \$1.25 million to affected current and former employees, as well as significant non-monetary compensation.
- ***Rentschler et al. v. Atlantic General Hospital (D. Md.)***
CCMS appointed co-lead in class action rising out of a data breach at the Atlantic General Hospital which compromised private information belonging to 136,981 individuals. CCMS and co-lead counsel successfully negotiated a settlement that provided \$2.25 million in monetary compensation for damages, identity theft protection services, and defendant's promise to implement cybersecurity changes.
- ***In re Kannact, Inc. Data Security Incident (D. Or.)***
CCMS appointed co-lead in class action arising out of a data breach incident at Kannact, Inc. which compromised private information belonging to 109,210 individuals. CCMS and co-lead successfully negotiated a \$700,000 settlement that provided monetary compensation to victims, identity theft protection services, and guarantees of cybersecurity changes at Kannact.

- ***Mikulecky et al. v. Lutheran Social Services* (Cir. Ct. Cook Cty., IL)**
CCMS worked as plaintiffs' counsel in class action arising from a data breach at Lutheran Social Services of Illinois, involving 184,183 victims, that was resolved through a \$1.35 million settlement that provided monetary compensation to victims.
- ***Cornell v. Michigan Avenue Immediate Care* (N.D. Ill.)**
CCMS served as plaintiffs' counsel in class action arising out of a data breach incident at Michigan Avenue Immediate Care, which involved 144,104 victims, and successfully negotiated a settlement that provided \$850,000 in compensation to the victims.
- ***Sherma et al. v. Accutech Systems Corp.* (Cir. Ct. Delaware Cty., IN)**
CCMS appointed co-lead counsel in class action arising out of a data breach incident at Accutech in which the private information of 106,078 individuals was exposed. CCMS and co-lead successfully negotiated a settlement through which Accutech agreed to compensate victims for up to \$5,000 in losses resulting from the data breach and provide credit monitoring and identity theft services alongside implementing more robust cybersecurity measures.
- ***Woods et al. v. Albany ENT & Allergy Servs.* (Sup. Ct. Albany Cty, N.Y.)**
CCMS appointed co-lead counsel in action arising out of breach of Albany ENT's computer systems in which the private information of 224,486 individuals was exposed. CCMS and co-lead successfully negotiated a settlement through which Albany ENT agreed to compensate victims for up to \$7,500 in losses resulting from the data breach and provide credit monitoring and identity theft services alongside instituting more stringent cybersecurity measures.
- ***In re California Pizza Kitchen Data Breach* (C.D. Cal.)**
CCMS appointed co-lead counsel in action arising out of cybersecurity incident at the California Pizza Kitchen in which the private information of 103,767 individuals was exposed. CCMS and co-lead successfully negotiated a settlement through which California Pizza Kitchen agreed to compensate victims for up to \$5,000 in losses resulting from the data breach and provide credit monitoring and identity theft services as well as implementing major improvements to its cybersecurity measures.



- ***Smith et al v. Hawaii Federal Credit Union* (1st Cir. Ct., HI)**
CCMS appointed co-lead counsel in action arising out of cybersecurity incident at the Hawaii Federal Credit Union in which the private information of 21,411 individuals was exposed. CCMS and co-lead successfully negotiated a settlement through which the Hawaii Federal Credit Union agreed to compensate victims for up to \$4,000 in losses resulting from the data breach and provide credit monitoring and identity theft services.
- ***Spencer et al v. Aloha Nursing Rehab Centre* (1st Cir. Ct., HI)**
CCMS appointed co-lead counsel in action arising out of cybersecurity incident at the Aloha Nursing Rehab Center in which the private information of 20,599 individuals was exposed. CCMS and co-lead successfully negotiated a settlement through which Defendant agreed to compensate victims for up to \$2,000 in losses resulting from the data breach and provide credit monitoring and identity theft services.
- ***Gates v. Western Washington Medical Group* (Dist. Ct. Snohomish Cty., WA)**
CCMS appointed co-lead in class action arising out of data breach at the Western Washington Medical Group.
- ***Wilkins et al v. Mulkey Cardiology Consults.* (Sup. Ct. Bergen Cty., NJ)**
CCMS appointed co-lead in class action arising out of data breach at Mulkey Cardiology Consultants.
- ***In Re Francesca's Acquisition LLC Data Security Breach Litigation* (S.D. Tex.)**
CCMS appointed co-lead in class action arising out of data breach incident at Francesca's Acquisition LLC.
- ***Martemucci et al v. Peachtree Orthopaedic Clinic* (Sup. Ct. Forsyth Cty., GA)**
CCMS appointed co-lead in class action arising out of data breach incident at the Peachtree Orthopaedic Clinic.
- ***In re Movelt Customer Data Security Breach Litigation* (MDL 3083) (D. Mass.)**
CCMS representing plaintiffs in the *Movelt* MDL, which has been described as the largest data breach in history.



- ***Israel v. Medical Management Resource Group* (D. Ariz.)**
CCMS representing plaintiff in class action arising from data breach incident at the Medical Management Resource Group.
- ***Bracy et al v. Americold Logistics, LLC* (D. Georgia)**
CCMS representing plaintiff in class action arising from data breach incident at Americold Logistics, LLC.
- ***Clauson et al v. Arrowhead Regional Computing Consortium* (D. Minn.)**
CCMS representing plaintiff in class action arising from data breach incident at the Arrowhead Regional Computing Consortium.
- ***Quaife et al v. Brady, Martz, & Associates, P.C.* (D. N.D.)**
CCMS representing plaintiff in class action arising from data breach incident at Brady, Martz, and Associates.
- ***Stroup et al v. Cardiovascular Consultants* (Sup. Ct. Maricopa Cty., AZ)**
CCMS representing plaintiffs in class action arising from data breach incident at the Cardiovascular Consultants.
- ***Cahill et al v. Memorial Heart Institute, LLC* (E.D. Tenn.)**
CCMS representing plaintiff in class action arising from data breach incident at the Memorial Heart Institute.
- ***In re: Clarke County Hospital* (Dist. Ct. Clarke Cty., IA)**
CCMS representing plaintiffs in class action arising from data breach incident at the Clarke County Hospital.
- ***Francis v. Continuum Health Alliance* (D. N.J.)**
CCMS representing plaintiff in class action arising from data breach incident at Continuum Health Alliance.
- ***Cortrecht v. DePauw University* (Cir. Ct. Putnam Cty., IN)**
CCMS representing plaintiffs in class action arising from data breach incident at DePauw University.
- ***Rogers et al v. Des Moines Orthopaedic Surgeons* (Dist. Ct. Dallas City., IA)**
CCMS representing plaintiff in class action arising from data breach incident at the Des Moines Orthopaedic Surgeons.



- ***Powers et al. Eastern Radiologists, Inc. (E.D.N.C.)***
CCMS representing plaintiff in class action arising from data breach incident at Eastern Radiologists.
- ***In re Emmanuel College Data Security Incident (D. Mass.)***
CCMS representing plaintiff in class action arising from data breach incident at Emmanuel College.
- ***Martinez v. Earnest Health, Inc. (N.D. Tex.)***
CCMS representing plaintiff in class action arising from data breach incident at Earnest Health.
- ***Jenich et al v. Group Health Cooperative of South Central Wisconsin (W.D. Wis.)***
CCMS representing plaintiffs in class action arising from data breach incident at the Group Health Cooperative of South Central Wisconsin.
- ***Hood v. Educational Computer Systems, Inc. (W.D. Penn.)***
CCMS representing plaintiff in class action arising from data breach incident at the Educational Computer Systems, Inc.
- ***Matney v. Kansas Joint & Spine Specialists (D. Kan.)***
CCMS representing plaintiff in class action arising from data breach incident at Kansas Joint & Spine Specialists.
- ***In re Keenan & Associates Data Breach (C.D. Cal.)***
CCMS representing plaintiff in class action arising from data breach incident at Keenan & Associates.
- ***Unsworth v. Lewis and Clark College (D. Or.)***
CCMS representing plaintiff in class action arising from data breach incident at Lewis & Clark College.
- ***In re McPherson Hospital Data Security Litigation (Dist. Ct. McPherson Cty., KS)***
CCMS representing plaintiffs in class action arising from data breach incident at the McPherson Hospital.



- ***In re Purfoods, Inc. Data Security Litigation* (S.D. Iowa)**
CCMS representing plaintiffs in class action arising from data breach incident at Purfoods/Mom's Meals.
- ***In re Morrison Community Hospital Data Breach* (Cir. Ct. Whiteside Cty., IL)**
CCMS representing plaintiffs in class action arising from data breach incident at the Morrison Community Hospital.
- ***In re Mount Desert Island Hospital Data Security Incident Litigation* (Cumberland Cty. Sta. Ct., ME)**
CCMS representing plaintiff in class action arising from data breach incident at the Mount Desert Island Hospital.
- ***Oche v. National Math and Science Initiative* (Sup. Ct. Kings Cty., NY)**
CCMS representing plaintiff in class action arising from data breach incident at the National Math and Science Center.
- ***Corbett v. Northeast Orthopedics and Sports Medicine* (Sup. Ct. Rockland Cty., NY)**
CCMS representing plaintiffs in class action arising from data breach incident at Northeast Orthopedics and Sports Medicine.
- ***Salerno v. OrthoConnecticut* (Sup. Ct. Fairfield Dist., CT)**
CCMS representing plaintiff in class action arising from data breach incident at OrthoConnecticut.
- ***Fields v. Otolaryngology Associates* (Cir. Ct. Hamilton Cty., IN)**
CCMS representing plaintiff in class action arising from data breach incident at Otolaryngology Associates.
- ***Hardy v. Pacific Guardian Life Insurance Co.* (D. Haw.)**
CCMS representing plaintiff in class action arising from data breach incident at the Pacific Guardian Life Insurance Company.
- ***Henderson et al v. Reventics et al* (D. Colo.)**
CCMS representing plaintiff in class action arising from data breach incident at Reventics.

Antitrust Class Actions and Commodities Litigation

- ***In re Cattle Antitrust Litig.*, No. 19-cv-01222 (D. Minn.)**
CCMS is serving as Co-Lead counsel on behalf of a proposed class of cattle ranchers and industry trade groups alleging that some of the country's largest meatpacking companies, including Tyson, Cargill, JBS, and National Beef, have colluded to suppress the prices paid for cattle used in beef production. As discussed in a recent National Law Journal article, a successful outcome in this matter would ensure that cattle ranchers are paid what they deserve for their labor in raising live-fed cattle and bringing them to market. CCMS and its co-counsel recently settled the class's claims against the JBS defendants for \$83.5 million and meaningful cooperation in plaintiffs' ongoing litigation against the remaining defendants—Cargill, National Beef and Tyson.
- ***In re Deutsche Bank Spoofing Litig.*, No. 20-cv-03638 (N.D. Ill.)**
CCMS serves on the executive committee in this case involving alleged manipulation through spoofing of Treasury and Eurodollar Futures.
- ***In re Libor-Based Financial Instruments*, No. 11-md-2262 (S.D.N.Y)**
CCMS served as class counsel for exchange trader plaintiffs in claims involving manipulation in violation of the Commodity Exchange Act against many of the world's largest financial institutions.
- ***Hershey/Kohen v. Pacific Investment Management Co. LLC*, No. 05 C 4681 (N.D. Ill.)**
As liaison and class counsel in action arising from PIMCO's manipulation of 10-year treasury notes futures traded on the Chicago Board of Trade, CCMS helped secure a \$118 million settlement for the class.
- ***In re Crude Oil Commodity Futures Litig.*, No. 11-cv-03600 (S.D.N.Y.)**
As class counsel in action arising from manipulation of NYMEX West Texas Intermediate grade crude oil futures contracts, CCMS expended significant resources assisting the class with investigation and discovery. The collective efforts resulted in a \$16.5 million settlement for the class.
- ***In re Foreign Exchange Benchmark Rates Antitrust Litig.*, 13-cv-7789 (S.D.N.Y.)**



As class counsel in this action arising from manipulation of foreign exchange rates by international banks and others, CCMS has devoted significant resources toward investigation, discovery, and allocation of more than \$2 billion in settlements for the class.

- ***In re Sumitomo Copper Litig.*, 96 Civ. 4584(MP) (S.D.N.Y.)**
As class counsel in action arising out of manipulation of the world copper market, CCMS helped achieve settlements aggregating \$134.6 million. In awarding attorneys' fees, Judge Milton Pollack noted that it was "the largest class action recovery in the 75 plus year history of the Commodity Exchange Act." 74 F. Supp. 2d 393 (S.D.N.Y. Nov. 15, 1999).
- ***In re Soybean Futures Litig.*, No. 89 C 7009 (N.D. Ill.)**
As class counsel in this action against Ferruzzi Finanziaria SpA and related companies for unlawfully manipulating the soybean futures market, CCMS helped recover a \$21.5 million settlement.
- ***Lawrence E. Jaffe Pension Plan v. Household International, Inc.*, No. 1:02-cv-05893 (N.D. Ill.)**
Securities fraud class action. CCMS served as local counsel and helped recover a settlement of approximately \$1.6 billion.
- ***Danis v. USN Communications, Inc.*, No. 98 C 7482 (N.D. Ill.)**
Securities fraud class action arising out of the collapse and eventual bankruptcy of USN Communications, Inc. On May 7, 2001, the court approved a \$44.7 million settlement with certain control persons and underwriters. Reported decisions: 73 F. Supp. 2d 923 (N.D. Ill. 1999); 189 F.R.D. 391 (N.D. Ill. 1999); 121 F. Supp. 2d 1183 (N.D. Ill. 2000).
- ***In re Insurance Brokerage Antitrust Litig.*, MDL No. 1663 (D.N.J.)**
CCMS served as Co-Lead Counsel for plaintiffs in this class case alleging that insurance brokers and insurers conspired to allocate customers in a complicated scheme to maximize their own revenues at the expense of class members. The litigation concluded in 2013 with final approval of the last of five separate settlements that, in total, exceeded \$270 million. Judge Cecchi observed that "Class counsel include notably skilled attorneys with experience in antitrust, class actions and RICO litigation." *In re Insurance Brokerage Antitrust Litig.*, 297 F.R.D. 136, 153 (D.N.J. 2013); *see also In re Insurance Brokerage Antitrust Litig.*, MDL No. 1663, 2007 WL 1652303, at *6 (D.N.J. June 5, 2007).



- ***VisaCheck/MasterMoney Antitrust Litig., Master File No. 96-5238 (E.D.N.Y.)***
 CCMS's client, Burlington Coat Factory Warehouse, and the other plaintiffs, alleged that Visa and MasterCard violated the antitrust laws by forcing retailers to accept all of their branded cards as a condition of acceptance of their credit cards. The parties entered into settlement agreements that collectively provided for the payment of over \$3.3 billion, plus widespread reforms and injunctive relief.
- ***In Re VisaCheck/MasterMoney Antitrust Litig., Master File No. 96-5238 (E.D.N.Y.)***
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- ***In re National Collegiate Athletic Association Athletic Grant-in-Aid Cap Antitrust Litig., No. 4:14-md-02541 (N.D. Cal.)***
 CCMS represented a former Division 1 college basketball player in this antitrust litigation challenging the cap imposed by the NCAA on grant-in-aid packages. The efforts of the firm and its co-counsel resulted in certification of an injunctive class and a settlement of \$209 million.
- ***Kamakahi v. American Society for Reproductive Medicine, No. 3:11-cv-01781 (N.D. Cal.)***
 CCMS served as Co-Lead Counsel in a cutting edge antitrust case challenging the legality of ethical guidelines promulgated by two professional associations that limited the compensation members were permitted to pay to women providing donor services for in-vitro fertilization. Without the benefit of a parallel government case or investigation, CCMS achieved a groundbreaking settlement that required defendants to eliminate the compensation caps and to refrain from imposing similar caps in the future.
- ***In re New Motor Vehicles Canadian Export Antitrust Litig., MDL No. 1532 (D. Me.)***
 CCMS served as Class Counsel in multidistrict litigation alleging that automobile manufacturers and other parties conspired to prevent lower

priced new motor vehicles from entering the American market thereby artificially inflating prices. The court approved a \$37 million settlement with Toyota and the Canadian Automobile Dealers' Association.

- ***In re TriCor Indirect Purchaser Antitrust Litig., No. 05-360 (D. Del)***
 CCMS served as Lead Counsel for consumer and third-party payor plaintiffs who alleged that defendants engaged in unlawful monopolization in the market for fenofibrate products, which are used to treat high cholesterol and high triglyceride levels. The court approved to a \$65.7 million settlement (an amount that excludes an initial payment to opt-out insurance companies).
- ***In re Prandin Direct Purchaser Antitrust Litig., Civ. No. 10-12141 (E.D. Mich.)***
 CCMS served as Co-Lead counsel for a plaintiff class of direct purchasers of the prescription drug repaglinide, which is manufactured and marketed by Novo Nordisk under the brand-name Prandin. Plaintiffs alleged that Novo Nordisk blocked FDA approval of generic versions of the drug by wrongfully manipulating the language of the "use code" filed with the FDA in connection with a method of use patent. The court approved a \$19 million settlement.
- ***In re Disposable Contact Lens Antitrust Litigation, MDL No. 2626 (M.D. Fla.)***
 CCMS served on the Defendant Discovery Committee, which was tasked with overseeing all aspects of discovery pertaining to Defendants, who are alleged to have conspired to implement retail price maintenance agreements intended to inflate the prices of disposable contact lenses to supracompetitive levels. The district court certified several horizontal and vertical nationwide antitrust classes, and settlements recovering \$118 million for consumers were reached.
- ***In re Automotive Parts Antitrust Litig., MDL No. 2311 (E.D. Mich.)***
 CCMS has served as a member of Plaintiffs' Executive Committee representing the end-payor class in one of the largest civil antitrust actions in US history. As a member of the Executive Committee, CCMS has played an important role in this groundbreaking litigation in which plaintiffs have recovered over \$1 billion on behalf of end-payor consumers and businesses who allege they purchased or leased new automobiles at prices that were

artificially inflated as a result of automotive component manufacturers' anticompetitive conduct.

- ***Nichols v. SmithKline Beecham Corp.*, No. Civ.A.00-6222 (E.D. Pa.)**
CCMS served as Co-Lead Counsel for consumers and third-party payors who alleged that the manufacturer of the brand-name antidepressant Paxil misled the U.S. Patent Office into issuing patents that protected Paxil from competition from generic substitutes. The court approved a \$65 million class action settlement for the benefit of consumers and third-party payors who paid for Paxil.
- ***In re Relafen Antitrust Litig.* No. 01-12239 (D. Mass.)**
The court approved a \$75 million class action settlement for the benefit of consumers and third-party payors who paid for branded and generic versions of the arthritis medication Relafen. In certifying an exemplar class of end-payors, the court singled out our Firm as experienced and vigorous advocates. See *In re Relafen Antitrust Litig.*, 221 F.R.D. 260, 273 (D. Mass. 2004). In the opinion granting final approval to the settlement, the court commented that "Class counsel here exceeded my expectations in these respects [*i.e.*, experience, competence, and vigor] in every way." *In re Relafen Antitrust Litig.*, 231 F.R.D. 52, 85 (D. Mass. 2005); see also *id.* at 80 ("The Court has consistently noted the exceptional efforts of class counsel.").
- ***In re Warfarin Sodium Antitrust Litig.*, MDL 98-1232 (D. Del.)**
Multidistrict class action on behalf of purchasers of Coumadin, the brand-name warfarin sodium manufactured and marketed by DuPont Pharmaceutical Company. Plaintiffs alleged that the defendant engaged in anticompetitive conduct that wrongfully suppressed competition from generic warfarin sodium. The Court approved a \$44.5 million settlement.
- ***In re Cardizem CD Antitrust Litig.*, MDL No. 1278 (E.D. Mich.)**
Multidistrict class action on behalf of purchasers of Cardizem CD, a brand-name heart medication. Plaintiffs alleged that an agreement between the brand manufacturer and a generic manufacturer unlawfully stalled generic competition. The court approved an \$80 million settlement for the benefit of consumers, third-party payors and state attorneys general.

- ***In re Synthroid Marketing Litig.*, MDL No. 1182 (N.D. III)**
This multidistrict action arose out of alleged unlawful activities with respect to the marketing of Synthroid, a levothyroxine product used to treat thyroid disorders. The court approved a consumer settlement in the amount of \$87.4 million.

Consumer Class Actions

- ***Nielsen v. Walt Disney Parks and Resorts, Inc.*, No. 21-cv-2055 (C.D. Cal.)**
CCMS served appointed as co-lead Class Counsel in an action brought on behalf of consumers who purchased certain annual passes for Disney's California theme parks, but were not able to use the passes as advertised. The efforts of the firm and co-lead counsel resulted in a \$9.5 million settlement to reimburse individuals who purchased the passes.
- ***Skeen v. BMW of N. Amer., LLC*, No. 13-cv-1531 (D.N.J.)**
CCMS served as co-lead counsel in an action brought on behalf of owners of certain MINI Cooper vehicles that contained a latent defect in the engine that caused premature failure. Following discovery and mediation, the parties reached a settlement on behalf of vehicle owners nationwide. The efforts of the firm and co-lead counsel resulted in a settlement to significantly extend warranties, and reimburse vehicle owners for tens of millions of dollars in out-of-pocket expenses for repair and/or replacement.
- ***Ponzo v. Watts Regulator Company*, No. 1:14-cv-14080 (D. Mass.);
Klug v. Watts Regulator Company, No. 15-cv-00061 (D. Neb.)**
These consumer class cases, first brought by CCMS (D. Mass.) addressed defective water heater and "Floodsafe" branded connectors. Plaintiffs alleged that the water heater connectors were made of a material that would break down during regular use, causing leaks and ruptures that flooded class members' homes. The efforts of the firm and its co-lead counsel resulted in a settlement that provides \$14 million to affected homeowners.
- ***Barrett v. Apple Inc., et al.*, No. 5:20-cv-04812 (N.D. Cal.)**
CCMS investigated, originated and filed the first consumer class action seeking a remedy for consumers who were tricked by scammers into purchasing Apple gift cards. The firm and its co-lead counsel resulted in a \$35 million settlement for victims of these scams.



- ***Bromley v. SXSW LLC, No. 20-cv-439 (W.D. Tex.)***
CCMS served as co-lead counsel, and secured an uncapped settlement entitling class members to refunds in connection with a canceled festival.
- ***Traxler v. PPG Industries, Inc., No. 15-cv-00912 (N.D. Ohio)***
CCMS served as lead counsel in this action challenging defective deck resurfacing products, that peeled, cracked, and damaged the surfaces to which they were applied. The parties reached a settlement on behalf of a nationwide class that provides \$6.5 million to homeowners.
- ***In re Apple iPhone/iPod Warranty Litig., No. 3:10-cv-01610 (N.D. Cal.)***
Challenging Apple's policy of denying warranty claims based on liquid contact indicators located in headphone jacks and dock connector ports of iPhones and iPod touches. Similar class actions were subsequently filed in federal courts on behalf of Apple consumers. CCMS helped negotiate and achieve a \$53 million settlement of the state and federal cases.
- ***In re Volkswagen "Clean Diesel" Marketing, Sales Practices and Prod. Liability Litig., MDL No. 2672 (N.D. Cal.)***
CCMS worked closely with lead counsel and other class counsel in this class case challenging unlawful actions by the manufacturer defendants to mask the actual diesel emission levels in various vehicle makes and models. Judge Breyer approved a class settlement with defendants worth billions of dollars.
- ***In re Takata Airbag Prod. Liability Litig., MDL No. 2599 (S.D. Fla.)***
CCMS represents six named Class Plaintiffs and has been and continues to work closely with lead counsel on this multi-billion dollar case involving defective airbags installed in tens of millions of affected vehicles manufactured by most major manufacturers. Class settlements with Honda and BMW providing class members with hundreds of millions of dollars and substantial programmatic relief have been finally approved and are the subject of pending appeals.
- ***In re General Motors Corp. Air Conditioning Marketing and Sales Practices Litig., MDL No. 2818 (E.D. Mich.)***
CCMS filed the first class action seeking relief on behalf of owners of GM vehicles suffering from a defect in the air conditioning system results in total system failure, necessitating significant repairs. On April 11, 2018, the Court appointed CCMS co-lead counsel.



- ***Squires et al., v. Toyota Motor Corp., et al.*, No. 18-cv-00138 (E.D. Tex.)**
CCMS investigated, originated and filed the first and only consumer class action brought on behalf of owners of multi-model year Toyota Prius vehicles that suffer from a defect that causes windshields to crack and fail in ordinary and foreseeable driving conditions.
- ***Gonzalez, et al., v. Mazda Motor Corp., et al.*, No. 16-cv-2087 (N.D. Cal.)**
CCMS is lead counsel in a consumer class action brought on behalf of owners of Model Year 2010-15 Mazda3 vehicles with defective clutch assemblies that cause them to prematurely fail. Plaintiffs allege that Defendants have breached express and implied warranties, and have violated the consumer protection statutes of various states.
- ***Albright v. The Sherwin-Williams Co.*, No. 17-cv-02513 (N.D. Ohio)**
CCMS is serving as Co-Lead Counsel in this class action concerning deck resurfacing products sold under the Duckback and SuperDeck brand names. Plaintiffs allege defendants have breached express and implied warranties, and violated the consumer protection statutes of various states.
- ***Anderson v. Behr Process Corp.*, No. 1:17-cv-08735 (N.D. Ill.)**
CCMS is serving as Co-Lead Counsel in this class action brought on behalf of purchasers of various deck coating products from 2012 through the present. After months of mediation and negotiations, and successfully opposing efforts by other plaintiffs and firms to have the JPML centralize pending cases, the parties have agreed to a proposed Class settlement which will provide substantial valuable monetary relief to Class members to refund the cost of product purchased as well as compensate them for damage to their decks and the costs of restoring and repairing the same.
- ***Bergman v. DAP Products, Inc.*, No. 14-cv-03205 (D. Md.)**
CCMS served as lead counsel in this class action on behalf of consumers who purchased various models of “XHose” garden hoses, which were flexible outdoor hoses that were predisposed to leaking, bursting, seeping, and dripping due to design defects. The court approved a nationwide settlement providing hundreds of thousands of consumer class members with the opportunity to recover a substantial portion of their damages.



- ***In re Midway Moving & Storage, Inc.'s Charges to Residential Customers*, No. 03 CH 16091 (Cir. Ct. Cook Cty., Ill.)**
A class action on behalf of customers of Illinois' largest moving company. A litigation class was certified and upheld on appeal. *Ramirez v. Midway Moving and Storage, Inc.*, 880 N.E.2d 653 (Ill. App. 2007). The case settled on a class-wide basis. The court stated that CCMS is "highly experienced in complex and class action litigation, vigorously prosecuted the Class' claims, and achieved an excellent Settlement for the Class under which Class members will receive 100% of their alleged damages."
- ***Walter Cwietniewicz d/b/a Ellis Pharmacy, et al. v. Aetna U.S. Healthcare*, June Term, 1998, No. 423 (Pa. Common Pleas)**
On May 25, 2006, the court granted final approval to a settlement of a class action brought on behalf of pharmacies that participated in U.S. Healthcare's capitation program seeking to recover certain required semi-annual payments. At the final approval hearing, the court found that "this particular case was as hard-fought as any that I have participated in" and with respect to the Class's reaction to the settlement achieved as a result of our firm's work: ". . . a good job, and the reason there should be no objection, they should be very very happy with what you have done."
- ***Davitt v. American Honda Motor Co., Inc.*, No. 13-cv-381 (D.N.J.)**
CCMS served as plaintiffs' counsel in a class action on behalf of owners of 2007-09 Honda CRV vehicles that suffered from a defect that predisposed the door-locking mechanisms to premature failure. Following extensive dismissal briefing, discovery and mediation, the parties reached a global settlement that provided class members with extended warranty coverage and reimbursement of out-of-pocket expenses.
- ***Sabol v. Ford Motor Company*, No. 2:14-cv-06654 (E.D. Pa.)**
CCMS served as Lead Counsel in this class case on behalf of owners of various model 2010-2015 Ford, Volvo and Land Rover vehicles allegedly including a defect in certain Ecoboost engines. Defendant claimed it addressed and repaired the problem through a series of recalls and repairs. After briefing summary judgment and class certification, and several years of hard fought litigation, including substantial discovery, the parties entered into a settlement providing substantial monetary and other relief.



- ***Lax v. Toyota Motor Corp., No. 14-cv-1490 (N.D. Cal.)***
CCMS served as class counsel in an action brought on behalf of owners of certain Toyota-brand vehicles that contained a defect that caused vehicles to consume oil at accelerated rates, often resulting in catastrophic engine failure. Following extensive discovery and mediation, the parties reached a private settlement following Toyota's implementation of an extended warranty and reimbursement program for affected vehicles. ECF No. 82.

Individual Biographies

PARTNERS



PATRICK E. CAFFERTY graduated from the University of Michigan, with distinction, in 1980 and obtained his J.D., *cum laude*, from Michigan State University College of Law in 1983. From 1983 to 1985, he served as a prehearing attorney at the Michigan Court of Appeals and as a Clerk to Judge Glenn S. Allen, Jr. of that Court. Mr. Cafferty is an experienced litigator in matters involving antitrust, securities, commodities, and the pharmaceutical industry. In 2002, Mr. Cafferty was a speaker at a forum in Washington

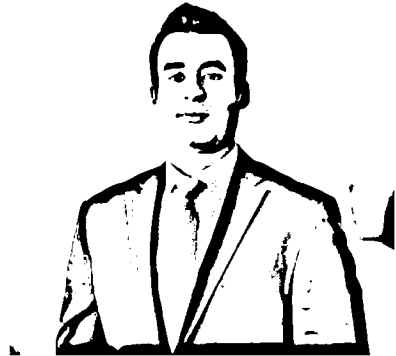
D.C. sponsored by Families USA and Blue Cross/Blue Shield styled “Making the Drug Industry Play Fair.” At the Health Action 2003 Conference in Washington D.C., Mr. Cafferty was a presenter at a workshop titled “Consumers’ Access to Generic Drugs: How Brand Manufacturers Can Derail Generic Drugs and How to Make Them Stay on Track.” In 2010, Mr. Cafferty made a presentation on indirect purchaser class actions at the American Antitrust Institute’s annual antitrust enforcement conference. See *Indirect Class Action Settlements* (Am. Antitrust Inst., Working Paper No. 10-03, 2010). Mr. Cafferty is admitted to the state bars of Michigan and Illinois, and holds several federal district and appellate court admissions. Mr. Cafferty has attained the highest rating, AV®, from Martindale-Hubbell and is a top rated SuperLawyer®.



BRYAN L. CLOBES is a 1988 graduate of the Villanova University School of Law and received his undergraduate degree from the University of Maryland. Mr. Clobes clerked for Judge Arlin M. Adams of the United States Court of Appeals for the Third Circuit, Judge Mitchell H. Cohen of the United States District Court for the District of New Jersey, and Judge Joseph Kaplan of the Maryland Circuit Court in Baltimore. From 1989 through June, 1992, Mr. Clobes served as

Trial Counsel to the Commodity Futures Trading Commission in Washington, D.C. Mr. Clobes has served as lead counsel in many of the firm’s class cases covering all areas of the firm’s practice, and is widely recognized as an expert in class action litigation. Mr. Clobes has authored briefs filed with the Supreme Court in

a number of class cases, served as a panelist for class action, consumer and antitrust CLE programs, has sustained and maintained the highest rating, AV®, from Martindale-Hubbell, and has been named a “Super Lawyer” for the past twelve years. Mr. Clobes is admitted to the bar in New Jersey and Pennsylvania, and admitted to practice in several federal district and appellate court admissions.



DANIEL O. HERRERA received his law degree, *magna cum laude*, and his MBA, with a concentration in finance, from the University of Illinois at Urbana-Champaign in 2008. Mr. Herrera received his bachelor's degree in economics from Northwestern University in 2004. Mr. Herrera joined CCMS as an associate in 2011 and is resident in its Chicago, Illinois Office. Since joining CCMS, Mr. Herrera has successfully prosecuted a wide range of antitrust, consumer and commodities class action. Mr. Herrera

leads the firm's Consumer Class Action and Data Privacy practices, but also is active in the firm's antitrust matters, leading its ongoing efforts in *In re Cattle and Beef Antitrust Litigation* and *In re Apartment Rental Software Antitrust Litig. No. 23-md-3071 (M.D. Tenn.)*. Prior to joining CCMS, Mr. Herrera was an associate in the trial practice of Mayer Brown LLP, a Chicago-based national law firm, where he defended corporations in securities and antitrust class actions, as well as SEC and DOJ investigations and enforcement actions. Mr. Herrera, a first generation Cuban-American, is licensed to practice in Illinois, holds several federal district and appellate court admissions, and is an active member of the Hispanic Bar Association.



ELLEN MERIWETHER received her law degree from George Washington University, *magna cum laude*, in 1985. She was a member of the *George Washington Law Review* and was elected to the Order of the Coif. Ms. Meriwether received a B.A. degree, *with highest honors*, from LaSalle University in 1981. Ms. Meriwether is on the Board of Directors of the American Antitrust Institute (AAI), is Editorial Board Co-Chair of ANTITRUST, a publication by the section of Antitrust Law of the American Bar Association and serves as

Vice-Chair of the Board of Directors of the Public Interest Law Center, in Philadelphia. Since 2010, Ms. Meriwether has been included in the US News and World Report Publication of “Best Lawyers in America” in the field of Antitrust.

She has been named a "Pennsylvania Super Lawyer" since 2005 and has attained the highest rating, "AV", from Martindale-Hubbell. She is a frequent presenter on topics relating to complex, class action and antitrust litigation and has published a number of articles on subjects relating to class actions and antitrust litigation, including, among others: "The Fiftieth Anniversary of Rule 23: Are Class Actions on the Precipice?," *Antitrust*, (Vol. 30, No. 2, Spring 2016); "Motorola Mobility and the FTAIA: If Not Here, Then Where?," *Antitrust*, Vo. 29, No.2 Spring 2015); "*Comcast Corp. v. Behrend*: Game Changing or Business as Usual?," *Antitrust*, (Vol. 27, No. 3, Summer 2013). Links to these articles and others authored by Ms. Meriwether can be found on the firm's website. Ms. Meriwether is admitted to the bar of Supreme Court of Pennsylvania and is admitted in a number of federal district court and appellate court jurisdictions.



NYRAN ROSE RASCHE received her undergraduate degree *cum laude* from Illinois Wesleyan University in 1995, was awarded a graduate teaching fellowship for law school, and earned her law degree from the University of Oregon School of Law in 1999. Following law school, Ms. Rasche served as a law clerk to the Honorable George A. Van Hoomissen of the Oregon Supreme Court. She is the author of *Protecting Agricultural Lands: An Assessment of the Exclusive Farm Use Zone System*, 77 Oregon Law

Review 993 (1998) and *Market Allocation through Contingent Commission Agreements: Strategy and Results in In re Insurance Brokerage Antitrust Litigation* (with Ellen Meriwether), *The Exchange: Insurance and Financial Services Developments* (Spring 2015). Since joining CCMS, Ms. Rasche has successfully prosecuted a wide range of antitrust, consumer class, securities and commodities class actions. Ms. Rasche has been admitted to practice in the state courts of Oregon and Illinois, as well as the United States District Courts for the Northern District of Illinois, the Southern District of Illinois, and the District of Colorado. She is also a member of the American and Chicago Bar Associations.



JENNIFER WINTER SPRENGEL received her law degree from DePaul University College of Law, where she was a member of the DePaul University Law Review. Her undergraduate degree was conferred by Purdue University. Ms. Sprengel is an experienced litigator in matters involving commodities, antitrust, insurance and the financial industries. In addition, Ms. Sprengel is a committee member of the Seventh Circuit Electronic eDiscovery Pilot Program and is a frequent speaker regarding issues of discovery. Links to some

of her presentations and articles can be found on the firm's website. She also serves as co-chair of the Antitrust Law subcommittee of the ABA Class Action and Derivative Suits committee. She is admitted to practice law in Illinois, holds several federal district and appellate court admissions, and has attained the highest rating, AV®, from Martindale-Hubbell. Ms. Sprengel serves as the managing partner of the Firm.



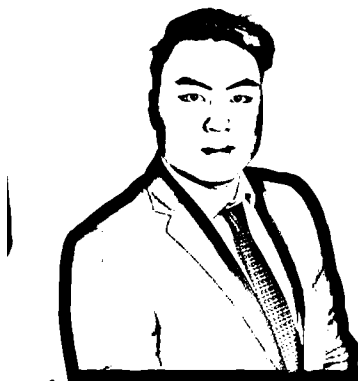
NICKOLAS J. HAGMAN received his undergraduate degree, *magna cum laude*, from the University of Minnesota in 2008. Mr. Hagman earned his law degree from Marquette University Law School, *cum laude*, in 2013, with a Certificate in Litigation. During law school, Mr. Hagman served as an associate editor of the Marquette Law Review, was a member of the Pro Bono Society, and worked as an intern for the late Wisconsin Supreme Court Justice N. Patrick Crooks, and current Wisconsin Supreme Court

Justice Rebecca Dallet. Following law school, Mr. Hagman served as a judicial clerk in the Milwaukee County Circuit Court for two years. Prior to joining CCMS in 2019, Mr. Hagman was an associate at a plaintiff-side consumer class action firm for five years. Mr. Hagman is licensed to practice in Illinois and Wisconsin, and before the United State District Courts for the Northern District of Illinois, the Eastern District of Wisconsin, and the District of Colorado. Mr. Hagman authored the 2024 Edition of the IICLE Class Actions handbook chapter: *Settlement Procedures, Negotiations, and Agreements Under State and Federal Rules*, CLASS ACTIONS (IICLE, 2024). He is also a member of the Wisconsin Bar Association and Chicago Bar Association, where he is a member of the Class Action and Consumer Committees.

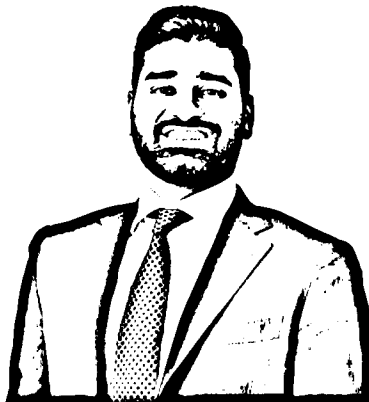
ASSOCIATES



KAITLIN NAUGHTON received her law degree from the George Washington University Law School in 2019, where she served as managing editor for the *George Washington Journal of Energy & Environmental Law*. Ms. Naughton earned her bachelor's degree in political science and sociology with distinction from Purdue University in 2015. Ms. Naughton joined CCMS in 2019 and is resident in its Chicago, Illinois office. She is licensed to practice in Illinois and before the United State District Court for the Northern District of Illinois.



ALEX LEE graduated *cum laude* from the University of Illinois College of Law in 2020. While at law school, he was a staff writer for the *Illinois Business Law Journal* and served in the Illinois Innocence Project where he worked to investigate and exonerate wrongfully convicted individuals in Illinois. Mr. Lee received his BA in political science from Boston College in 2017. While at university, Mr. Lee worked in special needs education for three years. Alex Lee joined Cafferty Clobes Meriwether Sprengel's Chicago office as an associate attorney in 2023. Prior to joining Cafferty Clobes, Mr. Lee worked at several law firms in Chicago and Champaign and worked on cases in consumer law, employment law, civil rights, commercial litigation, and complex litigation.

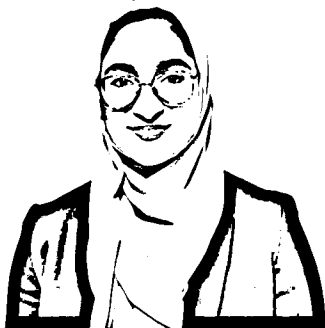


Mohammed A. Rathur is an Associate at Cafferty Clobes Meriwether & Sprengel LLP's Chicago office. Prior to joining Cafferty Clobes, Mr. Rathur worked at a boutique class action law firm specializing in employment and data privacy rights. Mr. Rathur's prior experience includes serving as a judicial law clerk in the Chancery Division of the Circuit Court of Cook County for two years. Mr. Rathur earned his law degree from the American University Washington College of Law in 2019,

where he served as a Student Attorney for the International Human Rights Law Clinic. Mr. Rathur graduated from Michigan State University with a B.A. in International Relations.



KRISHNA MOTTA is an Associate at Cafferty Clobes Meriwether & Sprengel LLP. Mr. Motta joined Cafferty Clobes after earning his J.D. from the University of Pennsylvania Law School in 2024, where he served as a Certified Legal Intern for the Civil Practice Clinic. Mr. Motta graduated from the University of Michigan in with a B.A. in Political Science.



NABIHAH MAQBOOL is an Associate at Cafferty Clobes Meriwether & Sprengel LLP. Ms. Maqbool has experience leading matters in state and federal courts at every stage of litigation. Prior to joining Cafferty Clobes she was an associate at boutique litigation firms in Washington D.C. and Chicago, with cases ranging from complex commercial and arbitral matters, civil rights, plaintiff-side employment disputes, to serving as outside counsel for non -profit organizations. Ms. Maqbool began her career as a litigation fellow and as

a staff attorney at national impact litigation organizations focused on vindicating plaintiffs' constitutional rights. Ms. Maqbool earned her law degree from the University of Chicago in 2018, where she received the Thomas R. Mulroy Prize for Excellence in Appellate Advocacy and Oral Argument, the Edwin F. Mandel Award for Exceptional Contributions to the Law School Clinical Education Program, and with pro bono honors. Ms. Maqbool graduated from the University of Missouri Honors College with a Bachelor of Science in Biological Sciences, a Bachelor of Arts in Political Science, and a Master of Public Health with Delta Omega Honors. Ms. Maqbool is licensed to practice in New York, and before the United States District Courts for the Northern, Central, and Southern Districts of Illinois.

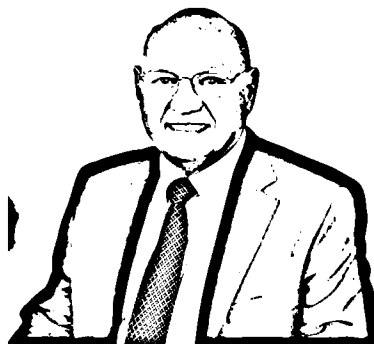
Of Counsel



CHRISTOPHER P. DOLOTOSKY joined Cafferty Clobes Meriwether & Sprengel LLP as Of Counsel in 2024. He is a commercial litigation attorney with 20 years' experience in working on a variety of complex legal cases. He has participated in trials and conducted depositions in several cases. He is involved with the firm's antitrust practice. Prior to joining to our firm, he worked for several law firms and boutique firms in the Philadelphia area. Mr. Dolotosky received his law degree from the Villanova University School of Law in

2001 where he was a Board Member of the *Villanova Law Review*. He obtained his bachelor's degree in political science from the University of Delaware in 1998 where he was a member of *Phi Beta Kappa*. Mr. Dolotosky is licensed to practice in Pennsylvania and New Jersey. He is admitted to practice before the U.S. District Courts for the Eastern District of Pennsylvania and the District of New Jersey.

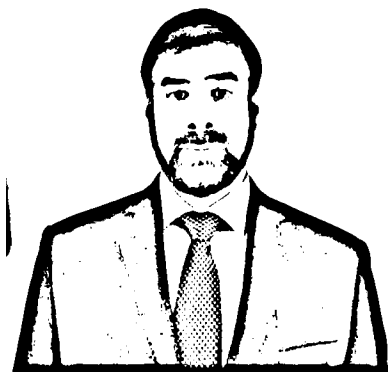
SENIOR COUNSEL



DOM J. RIZZI received his B.S. degree from DePaul University in 1957 and his J.D. from DePaul University School of Law in 1961, where he was a member of the *DePaul University Law Review*. From 1961 through 1977, Judge Rizzi practiced law, tried at least 39 cases, and briefed and argued more than 100 appeals. On August 1, 1977, Judge Rizzi was appointed to the Circuit Court of Cook County by the Illinois Supreme Court. After serving as circuit court judge for approximately one year, Judge Rizzi was elevated to

the Appellate Court of Illinois, First District, where he served from 1978 to 1996. Judge Rizzi became counsel to the firm in October 1996.

Staff Attorney



Andrew Morris joined Cafferty Clobes Meriwether & Sprengel LLP in 2021. His experience includes a broad range of litigation matters. He graduated from Widener University School of Law in Delaware, cum laude in 2006. Mr. Morris is admitted to practice in Pennsylvania.