

**IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
COUNTY DEPARTMENT, CHANCERY DIVISION**

MATTHEW WILLIAMS, individually and :
on behalf of all others similarly situated, :
 :
Plaintiff, :
v. : Case No. 2024CH09830
 :
CARL BUDDIG AND COMPANY, :
 :
Defendant. .

**PLAINTIFF'S UNOPPOSED MOTION AND MEMORANDUM OF LAW IN SUPPORT
OF ATTORNEYS' FEES AND COSTS AND PLAINTIFF SERVICE AWARD**

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I. Introduction

The Class Action Settlement¹ that Class Counsel has achieved in this case is an excellent result for Settlement Class Members as it will provide them with substantial individual relief. After extensive arms-length negotiations, the Parties have agreed to a cash, non-reversionary Settlement Fund of \$850,000.00 to provide each Settlement Class Member who files a valid, timely claim with access to monetary relief and credit monitoring services to compensate for the vulnerability of their Personally Identifiable Information (“PII”) as a result of Defendant’s allegedly negligent business practices. In addition to the substantial benefit to the Settlement Class Members, the Settlement also provides considerable non-monetary relief designed to enhance data security measures and to prevent the recurrence of unauthorized access of Defendant’s systems in the future.

The Court preliminarily approved the Settlement on January 10, 2025. Direct notice of the Settlement commenced on January 31, 2025. To date, no Settlement Class Member has objected to the Settlement and no Settlement Class Member has requested exclusion.

For common fund class settlements like this one presented in this case, courts typically and appropriately award a fee based on a percentage of the fund. Here, Class Counsel is requesting a fee of 38% of the total Settlement Fund, inclusive of their litigation costs, amounting to \$323,000.00. This percentage is appropriate, and should be awarded here, because it is consistent with Illinois Law and the amount typically awarded to class counsel for their work in achieving similar class settlements.

¹ Unless otherwise indicated, capitalized terms have the same meaning as those terms are used in the Settlement Agreement (“Agreement”), which is attached to Plaintiff’s Motion for Preliminary Approval dated November 27, 2024.

As explained in detail below, the attorneys fee requested is also justified by several other important factors, including the excellent relief provided under the Settlement, the risk, time, and resources Class Counsel have committed to resolving this litigation for the benefit of the Settlement Class Members, and the anticipated lack of objection by any Class Members after receiving notice of the fee amount Class Counsel is requesting.

Plaintiff and Class Counsel respectfully request that the Court approve attorneys' fees and costs in the amount of \$323,000.00 and the agreed-upon Service Award of \$5,000.00 for Plaintiff as Class Representative.

II. Background

A. Plaintiff's Allegations and Procedural History

On or about April 17, 2024, Defendant sent letters to putative class members disclosing that between April 10, 2023 and May 29, 2023, an unauthorized user gained access to the personal information of current and former employees, including their name, Social Security number, and medical information ("Data Breach"). On July 24, 2024, Plaintiff Matthew Williams initially filed a putative class action against Carl Buddig and Company ("Carl Buddig") in the Circuit Court of Cook County Illinois relating to the Data Breach and alleging that criminal actors were able to gain PII of Plaintiff and Class Members as a result of Defendant's failure to adequately safeguard their data.

On August 26, 2024, Defendant removed the action to the U.S. District Court for the Northern District of Illinois. The Parties fully briefed the jurisdictional issue of the appropriate forum for this class action. On October 28, 2024, after protracted and continuous settlement negotiations, the Parties executed a binding term sheet setting forth the essential terms of their settlement.

On or about October 30, 2024, because of questions regarding federal jurisdiction, in an abundance of caution, Plaintiff re-filed the Action in the Circuit Court of Cook County, Illinois and dismissed the federal court action. On November 27, 2024, Plaintiff moved for preliminary approval of the Settlement Agreement which was granted on January 10, 2025.

Class Counsel are experienced data breach litigators. *See* Declaration of Rachel Dapeer, attached hereto as Exhibit 1 (“Dapeer Decl.”), ¶¶ 3-5. Collectively, Dapeer Law, P.A. and co-counsel Hammervold Law LLC have successfully litigated dozens of class actions. *Id.* The Parties engaged in months of hard-fought, arm’s-length negotiations, which included the exchange of informal discovery from Carl Buddig, including information regarding how the Data Breach occurred, Carl Buddig’s response to the Data Breach, information relating to the PII impacted in the Data Breach, and information on Settlement Class Members. Dapeer Decl. ¶ 6. The Parties negotiated and reached an agreement regarding attorneys’ fees only after reaching agreement on all other material terms of this Settlement. *Id.* ¶ 7.

B. The Settlement

Class Counsel’s diligent prosecution of this litigation has culminated in a class-wide Settlement that provides Class Members with exceptional benefits and adequate notice. The Settlement establishes an \$850,000 non-reversionary Settlement Fund. After submitting an approved claim form, and subject to a \$15,000 per individual maximum settlement relief cap, each class member may receive reimbursement of out of-pocket expenses, reimbursement for up to 20 hours of Attested Time at a rate of \$25 per hour, *pro rata* cash payments to participating Settlement Class members of up to \$2,500, and credit monitoring and identity restoration services for up to two years. In addition to the relief to the Settlement Members, the Defendant has agreed to modify its business practices for seven years to implement additional measures that will make it less

susceptible to data breaches in the future. The agreed business practice changes include: enhanced password protocols and multi-factor authentication; enhanced restrictions on access to sensitive information; enhanced vulnerability monitoring and response capabilities; enhanced employee cybersecurity training and awareness; and enhanced company-wide policies, procedures, and protocols related to data security and maintenance of sensitive information.

The Settlement Agreement likewise provides Class Members adequate notice. Under the Settlement Agreement's Notice Plan, which has already gone into effect, direct notice has been provided to the Settlement Class Members via U.S. Mail. Dapeer Decl ¶12. Moreover, the Settlement Website is operational and makes available the detailed Long Form Notice and all relevant case information to Settlement Class Members. *Id.* To date, no Class Members have opted out or objected to the Settlement. *Id.*

III. Argument

A. The Court Should Award Class Counsel's Requested Attorneys' Fees

Pursuant to the Settlement, Class Counsel seeks attorneys' fees, inclusive of costs, in the amount of \$323,000, or 38% of the Settlement Fund. (Agreement, § XVI). Such a request is within the range of fees approved in other class actions and is fair and reasonable in light of the work performed by Class Counsel and the outstanding recovery secured on behalf of the Settlement Class Members. It is well settled that attorneys who, by their efforts, create a common fund for the benefit of a class are entitled to reasonable compensation for their services. *See Wendling v. S. Ill. Hosp. Servs.*, 242 Ill. 2d 261, 265 (2011) (citing *Boeing Co. v. Van Gemert*, 444 U.S. 472, 478 (1980) ("a litigant or a lawyer who recovers a common fund for the benefit of persons other than himself or his client is entitled to a reasonable attorney's fee from the fund as a whole."); *see also*

Waterhouse v. Robinson, 2017 IL App (4th) 160433, ¶ 18, 412 Ill. Dec. 227, 233, 74 N.E.3d 1150, 1156 (2017) (using “common fund” and “settlement fund” interchangeably).

In cases where, as here, a class action settlement results in the creation of a settlement fund, “[t]he Illinois Supreme Court has adopted the approach taken by the majority of Federal courts on the issue of attorney fees[.]” *Baksinski v. Northwestern Univ.*, 231 Ill. App. 3d 7, 13 (1st Dist. 1992) (citing *Fiorito v. Jones*, 72 Ill.2d 73 (1978)). That is, where “an equitable fund has been created, attorneys for the successful plaintiff may directly petition the court for the reasonable value of those of their services which benefited the class.” *Id.* at 14 (citing *Fiorito*, 72 Ill.2d 73). This rule “is based on the equitable notion that those who have benefited from litigation should share in its costs.” *Sutton v. Bernard*, 504 F.3d 688, 691 (7th Cir. 2007) (citing *Skelton v. Gen. Motors Corp.*, 860 F.2d 250, 252 (7th Cir. 1988)).

In cases where, as here, a class action settlement results in the creation of a settlement fund, circuit courts almost universally award a fee based on percentage of the fund.² The Illinois Supreme Court has expressly approved this approach, explaining: “[a]warding attorney fees to plaintiffs’ counsel based on a percentage of the fund held by the court is, overall, a fair and expeditious method that reflects the economics of legal practice and equitably compensates counsel for the time, effort, and risks associated with representing the plaintiff class.” *Brundidge v. Glendale Federal Bank, F.S.B.*, 168 Ill. 2d 235, 243–44 (1995); see *Shaun Fauley, Sabon, Inc. v. Metro. Life Ins. Co.*, 2016 IL App (2d) 150236, ¶ 58 (affirming trial court’s fee award to class counsel based on percentage of the fund method).

² Class Counsel is not aware of any other Illinois information privacy class action (Data Breach, BIPA, GIPA, etc.) where the percentage of the fund method was not used. See, e.g., *Sekura v. L.A. Tan Enters.*, 2015 CH 1664; *Zepeda v. Kimpton Hotel & Rest.*, 2018 CH 02140 (Cir. Ct. Cook Cty. Dec. 5, 2018); *Taylor v. Sunrise Senior Living Mgmt., Inc.*, 2017-CH-15152 (Cir. Ct. Cook Cty. Feb. 14, 2018); Svagdis, 2017 CH 12566; *Gordon v. IFCO Sys. US LLC*, 2019 L 144 (Will Cty. Cir. Ct.); *Lloyd v. Xanitos*, 18 CH 15351 (Cook Cty. Cir. Ct.); *Dixon v. Smith Senior Living*, 17-cv-08033 (N.D. Ill. 2017); *Thome, et al. v. Novatime Technology, Inc.*, No. 19-cv-06256 (N.D. Ill. Mar. 8, 2021); *Kusinski, et al. v. ADP LLC*, No. 17 CH 12364 (Cir. Ct. Cook Cty. Feb. 10, 2021).

It is settled law in Illinois that the Court need not employ the lodestar method³ in assessing a fee petition. *Shaun Fauley, Sabon, Inc.*, 2016 IL App (2d) 150236, ¶ 59. This is because the lodestar method is disfavored, as it not only adds needless work for the Court and its staff,⁴ it misaligns the interests of Class Counsel and the Settlement Class Members. 5 Newberg on Class Actions § 15:65 (5th ed.) (“Under the percentage method, counsel have an interest in generating as large a recovery for the class as possible, as their fee increases with the class’s take. By contrast, when class counsel’s fee is set by an hourly rate, the lawyers have an incentive to run up as many hours as possible in the litigation so as to ensure a hefty fee, even if the additional hours are not serving the clients’ interests in any way”).

The lodestar method has been long criticized by various federal courts as “increas[ing] the workload of an already overtaxed judicial system . . . creat[ing] a sense of mathematical precision that is unwarranted in terms of the realities of the practice of law . . . le[ading] to abuses such as lawyers billing excessive hours . . . not provid[ing] the trial court with enough flexibility to reward or deter lawyers so that desirable objectives will be fostered . . . [and being] confusing and unpredictable in its administration.” *Ryan v. City of Chicago*, 274 Ill. App. 3d 913, 923 (1st Dist. 1995)(quoting *Court Awarded Attorney Fees, Report of the Third Circuit Task Force*, 108 F.R.D. 237, 255–56 (3d. Cir. 1985).

Conversely, the use of the percentage-of-the-recovery approach in common fund class settlements flows from, and is supported by, the fact that the percentage-of-the-recovery approach promotes early resolution of the matter and disincentivizes protracted litigation driven solely by

³ The lodestar approach awards fees based on the reasonable value of the services rendered and increasing that amount by a “weighted multiplier” determined by a multitude of factors, such as the complexity of litigation, contingency, and benefit conferred upon class members. *Brundidge*, 168 Ill. 2d at 239-240.

⁴ See *Langendorf v. Irving Trust Co.*, 244 Ill. App. 3d 70, 80 (1st Dist. 1992), abrogated on other grounds by 168 Ill. 2d 235.

counsel's efforts to increase their lodestar. *Brundidge*, 168 Ill.2d at 242. For this reason, a percentage-of-the-recovery method best aligns the interests of the class and its counsel, as class counsel are encouraged to seek the greatest amount of relief possible for the class in the most efficient timeframe practicable rather than simply seeking the greatest possible amount of attorney time regardless of the ultimate recovery obtained for the class. Applying a percentage-of-the-recovery approach is also generally more appropriate in cases like this one because it best reflects the fair market price for the legal services provided by the class counsel. *See Ryan*, 274 Ill. App. 3d at 923 (“a percentage fee was the best determinant of the reasonable value of services rendered by counsel in common fund cases”) (citing *Court Awarded Attorney Fees, Report of the Third Circuit Task Force*, 108 F.R.D. 237, 255–56 (3d. Cir. 1985)).

Accordingly, the Court should adopt and apply the percentage-of-the-recovery approach here. Under this approach, as set forth more fully below, Class Counsel's requested attorneys' fees are eminently reasonable.

B. Class Counsel's Requested Fees are Reasonable Under the Percentage-of-the-Recovery Method of Calculating Attorneys' Fees

When assessing a fee request under the percentage-of-the-recovery method, courts often consider the magnitude of the recovery achieved for the Settlement Class Members and the risk of non-payment in bringing the litigation. *See Ryan*, 274 Ill. App. 3d at 924 (affirming district court's attorney fee award due to the contingency risk of pursuing the litigation, and the “hard cash benefit” obtained). As set forth below, this Settlement provides excellent relief for the Settlement Class Members. *See Dapeer Decl.* ¶¶8-11. In the context of such an excellent result and considering the risk of continuing, protracted, and uncertain litigation, Class Counsel's fee request is fair.

- i. The requested fee award is 38% percent of the settlement fund—a percentage within the range found reasonable in similar cases**

The requested fee award of 38% of the Settlement Fund is within the range of attorneys' fee awards that Cook County circuit courts have found reasonable in other class action settlements. In fact, fee awards of up to 40% have been awarded in numerous separate class action settlements in the Circuit Court of Cook County and other Illinois courts. *See, e.g., Knobloch v. ABC Financial Services, LLC*, No. 2017-CH-12266 (Ill. Cir. Ct., Cook Cnty. June 25, 2021) (Loftus, J.) (40% fee award based on percentage-of-the-fund); *Zepeda v. Intercontinental Hotels Grp, Inc.*, 2018-CH-02140 (Cir. Ct. Cook Cnty., Ill. 2018)(same); *Svagdis v. Alro Steel Corp.*, 2017-CH-12566 (Cir. Ct Cook Cnty., 2018) (same); *Willis v. iHeartMedia Inc.*, No. 16-CH-02455, Aug. 11, 2016 Final Judgment and Order of Dismissal at 5 (awarding attorneys' fees and costs of 40% of an \$8,500,000 common fund); *Retsky Family Ltd. P'ship v. Price Waterhouse LLP*, Case No. 97 C 7694, 2001 U.S. Dist. Lexis 20397, at *10 (N.D. Ill. Dec. 6, 2001) (noting a "customary contingency fee would range from 33 1/3% to 40% of the amount recovered") (citation omitted). *Svagdis v. Alro Steel Corp.*, No. 2017-CH-12566 (Ill. Cir. Ct., Cook Cnty. 2018) (Larsen, J.) (same); *Zhirovetskiy v. Zayo Group, LLC*, No. 2017-CH-09323 (Ill. Cir. Ct., Cook Cnty. Apr. 8, 2019) (Flynn, J.) (same); *McGee v. LSC Commc'ns, Inc.*, No. 2017-CH-12818 (Ill. Cir. Ct., Cook Cnty. Nov. 11, 2019) (Atkins, J.) (same); *Smith v. Pineapple Hospitality Grp.*, No. 2018-CH06589 (Ill. Cir. Ct., Cook Cnty. Jan. 22, 2020) (Moreland, J.) (same); *Prelipceanu v. Jumio Corp.*, No. 2018-CH-15883 (Ill. Cir. Ct., Cook Cnty. July 21, 2020) (Mullen, J.) (same); *Williams v. Swissport USA, Inc.*, No. 2019-CH-00973 (Ill. Cir. Ct., Cook Cnty. Nov. 12, 2020) (Moreland, J.) (same); *Glynn v. eDriving, LLC*, No. 2019-CH-08517 (Ill. Cir. Ct., Cook Cnty. Dec. 14, 2020) FILED DATE: 8/1/2023 5:17 PM 2022CH06616 (Walker, J.) (same); *Fick v. Timeclock Plus, LLC*, No. 2019-CH-12769 (Ill. Cir. Ct., Cook Cnty. Apr. 8, 2021) (Hall, J.) (same); *Freeman-McKee v. Alliance Ground Int'l, LLC*, No. 2017-CH13636 (Ill. Cir. Ct., Cook Cnty. June 15, 2021) (Demacopoulos, J.) (same); *Knobloch v.*

ABC Financial Services, LLC, No. 2017-CH-12266 (Ill. Cir. Ct., Cook Cnty. June 25, 2021) (Loftus, J.) (same); *Willoughby v. Lincoln Insurance Agency, Inc.*, No. 2022-CH-01917 (Ill. Cir. Ct., Cook Cnty. Oct. 4, 2022) (Cohen, J.) (same); *Sekura v. L.A. Tan Enters., Inc.*, No. 2015-CH-16694 (Ill. Cir. Ct., Cook Cnty. Dec. 1, 2016) (Garcia, J.) (40% fee award based on percentage-of-the-fund).

Thus, Plaintiff's request of 38% of the Settlement Fund is reasonable and consistent with fees recently approved by courts in this Circuit in other class action settlements.

ii. Settlement Class Members Will Receive Notice of this Request.

The Class Notice approved by this Court, and sent to the Class, advised Settlement Class Members that Class Counsel would ask the Court for 38% of the Fund. Class Notice at 7. This Court set the deadline for Class Counsel's fee petition to be twenty-one days before Class Settlement Members deadline to object or opt-out of the Class Settlement, so any Settlement Class Member could have an opportunity to be heard on this petition if any objected. Once this petition is filed, it will be uploaded to the Settlement Class Website for Settlement Class Members to review.

iii. The requested attorneys' fees are appropriate given the significant risks involved in continued litigation

This Settlement represents an excellent result for the Settlement Class, especially given that Defendant has denied Plaintiff's material allegations and intended to raise several legal and factual defenses to Plaintiff's claims. If any of Defendant's defenses were successful, they would likely result in Plaintiff and the Settlement Class receiving no payment whatsoever. In the face of these obstacles and unknowns, Class Counsel succeeded in negotiating and securing a settlement on behalf of the Settlement Class which creates a \$850,000.00 non-reversionary Settlement Fund, provides nonmonetary relief, and modifies Defendant's business practices for seven years. The

Settlement's provision of excellent relief to each Settlement Class Member now, as opposed to years from now, or perhaps never, represents a truly excellent result.

iv. The substantial relief obtained on behalf of the Settlement Class Members further justifies the requested percentage of attorneys' fees

Despite the significant risks inherent in any litigation, and the particular risks presented in this litigation, Class Counsel were able to obtain an outstanding result for the Settlement Class. As stated above, the Settlement Agreement provides for the creation of an \$850,000.00 Settlement Fund, which could provide individual Class Members up to \$15,000 of relief.

Moreover, under the terms of the Settlement Agreement, Defendant agreed to implement enhanced data protection protocol for at least seven years going forward, a significant benefit to the Class. Additionally, the Settlement Fund will allow Class Members to retain credit monitoring services for two years. (Agreement, §§ V, VIII). It is noteworthy that the benefit of the credit monitoring holds an estimated retail value of \$10 per month or \$120 per year per claimant to protect Class Members' private information. *See* Dapeer Decl. ¶13. This non-monetary injunctive relief and credit monitoring services obtained by Class Counsel further justifies the reasonableness of the attorneys' fees being sought here. *See Spano v. Boeing Co.*, No. 06-cv-743, 2016 WL 3791123, at *1 (S.D. Ill. Mar. 31, 2016) ("A court must also consider the overall benefit to the Class, including non-monetary benefits, when evaluating the fee request. . . . This is important so as to encourage attorneys to obtain meaningful affirmative relief") (citing *Beesley v. Int'l Paper Co.*, No. 06-cv-703, 2014 U.S. Dist. LEXIS 12037, at *5 (S.D. Ill. Jan 31, 2014)); *Manual for Complex Litigation*, Fourth, § 21.71, at 337 (2004)); *see also Hall v. Cole*, 412 U.S. 1, 5 n.7 (1973) (awarding attorneys' fees when relief is obtained for the class "must logically extend, not only to litigation that confers a monetary benefit to others, but also litigation which corrects or prevents an abuse which would be prejudicial to the rights and interests of those others.").

Given the significant monetary compensation obtained for the Settlement Class Members as well as the non-monetary benefits, an attorneys' fee award of 38% of the Settlement Fund inclusive of expenses is reasonable and fair compensation—particularly, as discussed above, in light of the uncertainty and fluid nature of the relevant law, the “substantial risk in prosecuting this case under a contingency fee agreement” and the “defenses asserted by [Defendant].” *Shaun Fauley, Sabon, Inc.*, 2016 IL App (2d) 150236, ¶ 59.

C. The Requested Class Representative Service Award is Merited, Reasonable, and should be approved

The requested \$5,000.00 Service Award for Plaintiff is reasonable compared to other awards granted to class representatives in similar class actions. Because a named plaintiff is essential to any class action, “[i]ncentive awards are justified when necessary to induce individuals to become named representatives.” *Spano v. Boeing Co.*, No. 06-cv-743, 2016 WL 3791123, at *4 (S.D. Ill. Mar. 31, 2016) (approving awards of \$25,000 and \$10,000 for class representatives) (internal citation omitted); *GMAC Mortg. Corp. of Pa. v. Stapleton*, 236 Ill. App. 3d 486, 497 (1st Dist. 1992) (noting that incentive awards “are not atypical in class action cases . . . and serve to encourage the filing of class actions suits.”).

Here, Plaintiff’s efforts and participation in prosecuting this case justify the \$5,000.00 Service Award sought for him. Even though no award of any sort was promised to Plaintiff prior to the commencement of the litigation or any time thereafter, Plaintiff nonetheless contributed his time and effort in pursuing his claims and in serving as a representative on behalf of the Settlement Class Members—exhibiting a willingness to participate and undertake the responsibilities and risks attendant with bringing a representative action. (Dapeer Decl., ¶¶ 14-15).

Plaintiff participated in the initial investigation of his claim and provided documents and information to Class Counsel to aid in preparing the initial pleadings, reviewed the pleadings prior

to filing, consulted with Class Counsel on numerous occasions, and provided feedback on a number of other filings including, most importantly, the Settlement Agreement. (*Id.*).

Further, agreeing to serve as a Class Representative meant that Plaintiff publicly placed his name on this suit's caption and opened himself up to "scrutiny and attention" which, in and of itself, "is certainly worthy of some type of remuneration," particularly against his former employer. *See Schulte v. Fifth Third Bank*, 805 F. Supp. 2d 560, 600–01 (N.D. Ill. 2011). Were it not for Plaintiff's willingness to pursue this action on a class-wide basis, his efforts and contributions to the litigation by assisting Class Counsel with their investigation and prosecution of this suit, and his continued participation and monitoring of the case up through settlement, the substantial benefit to the Settlement Class Members afforded under the Settlement Agreement would simply not exist. (Dapeer Decl., ¶15).

The requested \$5,000.00 Service Award for Plaintiff is well in line with the average service award granted in class actions. Indeed, many courts that have granted final approval in class action settlements have granted higher class representative awards than the payment sought here. *See, e.g., Shaun Fauley, Sabon, Inc.*, 2016 IL App. (2d) 150236, ¶ 15 (affirming trial court's approval of settlement which included incentive awards of \$15,000 to the class representatives); *Aranda v. Caribbean Cruise Lince, Inc.*, No. 12 C 4069, 2017 U.S. Dist. LEXIS 54080, at *3 (N.D. Ill. Apr. 10, 2017) (awarding \$10,000 to each of the class representatives). Compensating Plaintiff for the risks and effort he undertook to benefit the Settlement Class Members is reasonable under the circumstances of this case, especially in light of the exceptional results obtained. As shown above, courts have regularly approved awards in class action litigation of at least \$10,000.00. Moreover, no objection to the Service Award has been raised to date. Accordingly, a \$5,000.00 Service Award

to the Plaintiff is reasonable, justified by Plaintiff's time and effort in this case, and should be approved.

IV. Conclusion

For the foregoing reasons, Plaintiff and Class Counsel respectfully request that the Court enter an Order: (1) approving an award of attorneys' fees, inclusive of costs in the amount of \$323,000; and (ii) approving a Service Award of \$5,000 for Plaintiff in recognition of his significant efforts on behalf of the Settlement Class.

Dated: February 19, 2025

Respectfully submitted,

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⁵ Ms. Dapeer filed a Rule 707 statement on November 7, 2024.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on February 19, 2025, a true and correct copy of this pleading was filed via *Odyssey eFileIL* e-filings portal and was sent via email to all counsel of record.

/s/Mark Hammervold

Exhibit 1

**IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
COUNTY DEPARTMENT, CHANCERY DIVISION**

MATTHEW WILLIAMS, individually and on behalf of all others similarly situated,	:	
	:	
Plaintiff,	:	
v.	:	Case No. 2024CH09830
	:	
CARL BUDDIG AND COMPANY,	:	Judge: William B. Sullivan
	:	
Defendant.	.	

**DECLARATION OF RACHEL DAPEER IN SUPPORT OF PLAINTIFF’S UNOPPOSED
MOTION AND MEMORANDUM OF LAW IN SUPPORT OF ATTORNEYS’ FEES AND
COSTS AND PLAINTIFF’S SERVICE AWARD**

I, Rachel Dapeer, hereby declare the following is true and accurate and based on my personal knowledge:

1. I am an adult, I have personal knowledge of the facts stated herein, and I am competent to so testify.

2. I am the Founding Partner of Dapeer Law, P.A. (“Dapeer Law”). I am counsel for Plaintiff and the proposed Settlement Class. I submit this declaration in support of Plaintiff’s Unopposed Motion for Attorneys’ Fees and Costs, and Plaintiff’s 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.

3. I have extensive experience since 2011 in complex commercial litigation and class actions nationwide. My credentials and experience are briefly detailed in the Resume attached as Exhibit A.

4. Additionally, Dapeer Law and I have expanding experience litigating data breach class actions, including currently litigating numerous data breach cases nationwide as lead and co-

counsel for tens of thousands of data breach victims. I have also successfully obtained monetary and nonmonetary settlement relief on behalf of data breach victims in multiple class actions nationwide including: *Fabregas v. Lifeworks Wellness Center*, 23-CA-014579 (Fla. Cir. Ct. 2023) (class action settlement), *Guarnaschelli et al. v. East River Medical Imaging, PC*, 656099/2023 (N.Y. Sup. Ct. 2023) (pending final approval) and *Krant v. UnitedLex Corp.*, 24-2443 (D. Kan. 2024) (class action settlement).

5. My co-counsel, Mark Hammervold, also has robust experience settling class actions in federal courts nationwide, and specifically in Illinois state court. Mr. Hammervold's credentials and experience are briefly detailed in the Resume attached as Exhibit B.

6. Proposed Class Counsel's experience on the forefront of litigating and resolving data breach cases was brought to bear on the approach to prosecuting and settling the claims presented in this case. The Parties engaged in months of hard-fought, arm's-length negotiations, which included the exchange of informal discovery from Defendant Carl Buddig and Company ("Carl Buddig"), including information regarding how the Data Breach occurred, Carl Buddig's response to the Data Breach, information relating to the Personally Identifiable Information ("PII") impacted in the Data Breach, and information on Settlement Class Members.

7. The Parties negotiated and reached an agreement regarding attorneys' fees only after reaching agreement on all other material terms of this Settlement.

8. Based on Class Counsels' experience, it is our view that the Settlement presented here is an excellent result for the Settlement Class, as it both offers to make Settlement Class Members whole for costs already incurred in remedying the breach, and includes significant payments for Attested Time as well as comprehensive prospective relief to prevent future harm that could result from the misuse of their stolen personal information.

9. Based on our independent investigation of the relevant facts and applicable law, we believe that the Settlement is fair, reasonable, adequate, and in the best interest of the Settlement Class. On a per class member basis, the relief made available here meets or exceeds each of the above-referenced settlements.

10. The costs, risks, and delay of trial and appeal also weigh in favor of settlement approval. Although Proposed Class Counsel are confident in the merits of Plaintiff's claims, the risks involved in prosecuting a class action through trial cannot be disregarded. Plaintiff's claims would still need to survive likely motions practice and succeed at class certification. Through the Settlement, Settlement Class Members gain significant benefits without having to face further risk.

11. All Settlement Class Members will have the same opportunity to seek reimbursement for Out-of-Pocket Costs and Attested Time, which means that monetary compensation will be apportioned in accordance with each Settlement Class Member's Claim. Additionally, all Settlement Class Members are eligible for additional cash payments to be split *pro rata*, regardless of what other relief they seek under the Settlement. Other than what is reflected in the Settlement Agreement, there is no separate agreement between the parties.

12. Under the Settlement Agreement's Notice Plan, which has already gone into effect, direct notice has been provided to the Settlement Class Members via U.S. Mail. Moreover, the Settlement Website is operational and makes available the detailed Long Form Notice and all relevant case information to Settlement Class Members. To date, no Class Members have opted out or objected to the Settlement.

13. The credit monitoring services provides for necessary and identity-theft protection services (with an estimated retail value of \$10 per month or \$120 per year per claimant)¹

¹ https://buy.aura.com/aura-vscompetition?mktp=google&c1=19851773271&c2=166308233754&utm_gateway=idt&utm_sour

14. Even though no award of any sort was promised to Plaintiff prior to the commencement of the litigation or any time thereafter, Plaintiff nonetheless contributed his time and effort in pursuing his claims and in serving as a representative on behalf of the Settlement Class Members—exhibiting a willingness to participate and undertake the responsibilities and risks attendant with bringing a representative action.

15. Were it not for Plaintiff’s willingness to pursue this action on a class-wide basis, his efforts and contributions to the litigation by assisting Class Counsel with their investigation and prosecution of this suit, and his continued participation and monitoring of the case up through settlement, the substantial benefit to the Settlement Class Members afforded under the Settlement Agreement would simply not exist.

I declare under penalty of perjury under the laws of the states of Florida, Illinois, and the United States of America that the foregoing is true and correct.

EXECUTED this 19 February 2025.

/s/ Rachel Dapeer

Rachel Dapeer, Esq.

Exhibit A

DAPEER LAW

520 South Dixie Hwy, # 240 - Hallandale Beach, Florida 30090 - 786.963.5165 - Rachel@Dapeer.com

The Firm

Dapeer Law, P.A. is a class action law firm with offices in New York, New Jersey and Florida. Dapeer Law attorneys have deep experience with a broad range of disputes involving insurance policies, fraudulent business practices, labeling claims, and other consumer and commercial matters, including within the insurance, automotive, banking, real estate and retail industries. Dapeer Law attorneys have been appointed lead class counsel in numerous class action lawsuits across the nation.

Rachel Dapeer is the founding partner of Dapeer Law, P.A. Dapeer earned a Bachelor of Business at the University of North Carolina at Chapel Hill and obtained a Juris Doctorate degree from Cardozo Law School. Dapeer practiced in New York City at Windels, Marx, Lane & Mittendorf, LLP, representing lenders, financial institutions, and servicers with complex tax lien and mortgage foreclosure proceedings. Prior to founding Dapeer Law, Dapeer practiced at Greenspoon Marder, LLP for five years where she represented businesses and individuals in a variety of disputes involving commercial transactions, fraud, business torts, deceptive and unfair trade practices, tax lien and real estate litigation.

Class Action Settlements

- *Davis, et. al. v. Geico Casualty Company, et. al.*, Case No. 2:19-cv-02477-GCS-EPD (S.D. Ohio 2019) (\$19,850,000.00 Class Settlement)
- *Gaudreau v. MyPillow, et. al.*, No. 6:21-cv-01899 (9th Judicial Circuit, Orange County 2023) (\$10,008,775.00 Class Settlement)
- *Ostendorf v. Grange Indemnity Insurance Company*, No. 2:19-CV-01147 (S.D. Ohio 2020) (\$12,000,000.00 Class Settlement)
- *Hinds-Thomas et al. v. LM General Insurance Company, et. al.*, Case No. 22SL-CC04131 (St Louis County, MO 2023) (\$8,669,083.00 Class Settlement)
- *Jacques, et. al. v. Security National Insurance Company*, No. CACE-19-002236 (17th Judicial Circuit, Broward County) (\$6,000,000.00 Class Settlement)
- *Cathy Goodman, et. al. v. Intervet Inc.*, No. 2:22-cv-02926-WJM-CLW (United States District Court, District of New Jersey) (\$3,500,000.00 Class Settlement)
- *Rawlins v. Esurance Property and Casualty Insurance Company*, Case No. 22SL-CC03468 (St. Louis County, MO 2023) (\$3,215,859.27 Class Settlement)
- *Beau v. Ocean Harbor Casualty Insurance Co.*, No. CACE18029268 (Fla. 17th Cir. Ct.) (\$4,500,000.00 Class Settlement)
- *Deleon III, et. al. v. Direct General Insurance Company, et. al.*, No. 19-CA-1636 (9th Judicial Circuit, Osceola County) (\$2,450,000.00 Class Settlement)

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- *Levy v. Dollar General Corp.*, No. 3:20-cv-1037 (M.D. Florida 2021) (\$1,800,000.00 Class Settlement)
- *McGowan v. First Acceptance Insurance Company, Inc.*, No. 21-CA-004864 (Fla. 9th Cir. Ct.) (\$2,200,000.00 Class Settlement)
- *Hindes v. Ohio Mutual Insurance Company*, No. 20CV007627 (Franklin County, OH) (\$1,875,000.00 Class Settlement)
- *Krant v. UnitedLex Corporation*, No. 23-2443-DDC-TJJ (United States District Court, District of Kansas) (\$1,300,000.00 Class Settlement)
- *Otis Winslow, et. al. v. Mullins Food Products, Inc.*, No. 2023-CH-07953 (19th Judicial Circuit, Cook County) (\$1,000,000.00 Class Settlement)
- *Tanya Fabregas v. Lifeworks Wellness Center, LLC*, No. 23-CA-014579 (13th Judicial Circuit, Hillsborough County) (\$975,000.00 Class Settlement)
- *Smart v. Auto Club Insurance Company of Florida, et. al.*, No. 19-CA-005580 (13th Judicial Circuit, Hillsborough County) (\$780,000.00 Class Settlement)
- *Bracero, et. al., v. Mendota Insurance Company*, No. 19-CA-015886 (11th Judicial Circuit, Miami-Dade County) (\$790,000.00 Class Settlement)
- *Yevonne Batey v. Northland Restaurant Group, LLC*, No. 2023-LA-21 (9th Judicial Circuit, Nox County) (\$603,200.00 Class Settlement)
- *George v. Peachtree Cas. Ins. Co.*, No. CA-19-674 (Fla. 7th Cir. Ct.) (Smith, J.) (\$580,000.00 Class Settlement)
- *Locke v. Nationwide Insurance Company of America*, No. 19-12148 CIDL (Fla. 7th Cir. Ct.) (\$540,000.00 Class Settlement)
- *Tiana Cruz-Santiago v. Amica Mutual Insurance Company*, No. 19-CA-006930 (13th Judicial Circuit, Hillsborough County) (\$464,168.00 Class Settlement)
- *Dakota Marti v. Peoria Hospitals Mobile Medical Services*, No. 2023-LA-00058 (13th Judicial Circuit, LaSalle County) (\$482,080.00 Class Settlement)
- *Nicklas Nas v. AptarGroup Inc.*, No. 2023-LA-000172 (22nd Judicial Circuit, McHenry County) (\$303,450.00 Class Settlement)
- *Elizabeth Bonnot, et. al. v. L.I. Adventureland, Inc.*, No. 602326/2024 (Supreme Court of New York, Nassau County) (\$359,900.58 Class Settlement)
- *Suarez v. MAPFRE Insurance Company of Florida*, No. 19-02729-CA-01 (11th Judicial Circuit, Miami-Dade County) (\$633,525.25 Class Settlement)

Exhibit B

Hammervold Law

Mark Hammervold focuses his practice on complex, high stakes cases and primarily represents plaintiffs in class action, employment, information privacy, and consumer cases. Hammervold has been appointed class counsel in numerous class action lawsuits. He also has an extensive appellate practice and has represented clients in appeals before the U.S. Court of Appeals for the Second, Third, Fifth, and Sixth Circuits, as well as the Tennessee Court of Appeals.

Hammervold attended Vanderbilt University Law School on academic scholarship. Mark completed his undergraduate education at Northwestern University, where he attended on a merit scholarship for policy debate and graduated with honors. Prior to founding Hammervold Law in 2015, Hammervold practiced at Gideon, Cooper, & Essary, where he primarily defended health care providers and companies in complex litigation across the country, including *e.g.*, representing the Tennessee healthcare provider defendants in *In Re: New England Compounding Pharmacy, Inc., Products Liability Litigation*, MDL No. 2419 (D. Mass), who ultimately settled for approximately \$200 million.

Hammervold has been continuously licensed to practice law in Tennessee since 2012, in Florida since 2013 and in Illinois since 2015, and remains in good standing in each of those states. He is also admitted in the federal district courts for the Middle District of Florida, Southern District of Florida, Northern District of Illinois, Middle District of Tennessee, Eastern District of Texas, Northern District of Texas, and Western District of Wisconsin.

Recent Experience as Class Counsel (2024-2025)

Christy Palmer, et al. v. Cognizant Technology Sols., et al., No. 17-6848-DMG (PLAx) (C.D. Cal.) (obtained class certification over Defendants' objection and prevailed on behalf of class of 2,600+ in Phase I *Teamsters* trial in September 2024, where the class' total damages is estimated to exceed \$600 million)

Anthony Ladd, et al. v. Nashville Booting, No. 3:20-cv-00626 (M.D. Tenn.) (obtained class certification over Defendants' objection, and obtained \$1,000,000 judgment on November 14, 2024 for class of between 2,000 to 5,000 vehicle owners)

Ricardo Galan v. Mullens Food Products, Inc., No. 2021-CH-00898 (Cook Co., Illinois) (final approval of \$1,000,000 class settlement granted Sept. 30, 2024)

Yevonne Batey v. Northland Restaurant Group, LLC d/b/a Hardee's, No. 2023-LA-2021 (Knox Co., Illinois) (final approval of \$603,200 settlement granted Oct. 7, 2024)

Dakota Marti v. Peoria Hospitals Mobile Medical Services d/b/a Advanced Medical Transport of Central Illinois, et al., No. 2023-LA-00058 (LaSalle Co., Illinois) (final approval of \$482,080 class settlement granted Oct. 22, 2024)

Jason Newhalfen v. Upstaging, Inc., No. 2023-LA-00077 (DeKalb Co., Illinois) (final approval of \$500,000 class settlement on Mar. 20, 2024)

Heather Hughes-Richmond v. Waldom Electronics Corp., No. 2023-LA-370 (Winnebago Co., Illinois) (final approval of \$158,500 class settlement on Sept. 4, 2024)

Michael Bennett v. Plant Site Logistics, No. 2023-LA-068 (Rock Island Co, Illinois) (appointing Hammervold as class counsel and granting preliminary approval of \$120,000 class settlement on Oct. 31, 2024)

Brian Duncan v. Optimas OE Solutions, LLC, No. 2024-LA-883 (DuPage Co., Illinois) (appointing Hammervold as class counsel and granting preliminary approval of \$198,660 class settlement on Dec. 16, 2024)