

STATE OF NORTH CAROLINA  
COUNTY OF GUILFORD

IN THE GENERAL COURT OF  
JUSTICE  
SUPERIOR COURT DIVISION  
24-CVS-4890-400

ALBERTA STEWART, CRYSTAL  
ADKINS-PENNIZ, and ABIGAIL )  
HEDGECOCK, individually and on )  
behalf of themselves and all others )  
similarly situated, )

Plaintiffs )

v. )

GREENSBORO COLLEGE, INC., )

Defendant. )

**JOINT DECLARATION OF CLASS  
COUNSEL IN SUPPORT OF  
PLAINTIFFS' MOTION FOR  
ATTORNEYS' FEES, EXPENSES,  
AND SERVICE AWARDS**

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1. We are counsel for Plaintiffs and the Settlement Class in the above-captioned matter.

2. Our credentials and those of our law firms were previously outlined for this Court in our declaration submitted in connection with the Unopposed Motion for Preliminary Approval. We and our law firms have been appointed class counsel in this matter. We submit this declaration in support of Plaintiffs' Motion for Attorneys' Fees, Expenses, and Service Awards. Except as otherwise noted, we have personal knowledge of the facts set forth in this declaration and could and would competently testify to them if called upon to do so.

3. Our work in this matter, and the work of others in our law firms involved investigating the cause and effects of the Greensboro College, Inc. ("Defendant") Data Incident; evaluating the potential class representatives, contributing to the evaluation of the merits of the case before filing the Complaints; conducting legal research; conducting extensive research into data security incidents and their causes

and effects; drafting and filing the Complaints in federal court; re-filing the combined case on behalf of all Plaintiffs before this Court; engaging in extensive settlement negotiations with Defendant via mediation and over the course of many weeks afterward; drafting the settlement agreement, the relevant notices of settlement, the Unopposed Motion for Preliminary Approval, and this instant motion for attorneys' fees; working with the Court to schedule the final approval hearing; communicating with defense counsel; updating and handling questions from our class representatives; overseeing the launching of the notice program with substantial interaction with the Settlement Administrator; and overseeing the claims process.

4. Continuing through to today, we and our law firms have continued to work with Defendant and the Settlement Administrator regarding claims administration and processing as well as answering class members questions about the settlement and the process.

5. Based on our past experience, we expect to spend another 30-40 hours seeking final approval, defending the Settlement from and potential objections, and supervising claims administration and the distribution of proceeds.

6. As of the date of filing, we have received no objections to the Settlement Agreement in general, and no objections to the proposed attorneys' fees, costs (the amount of which was made known to the Class via the Court-approved notice program) in particular. It is our understanding that Verita, the Settlement Administrator, has received one (1) opt-out (request for exclusion) and no objections. Plaintiffs will submit a declaration from Verita detailing the notice and claims

administration with the forthcoming Memorandum in Support of Motion for Final Approval.

### **The Contingent Nature of the Case**

7. Our firms prosecuted this case on a purely contingent basis. As such, our firms assumed a significant risk of nonpayment or underpayment.

8. This matter has required me, and other attorneys of our firms, 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 and our firms' time.

9. Such time could otherwise have been spent on other fee-generating work. Because our firms 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.

10. If not devoted to litigating this action, from which any remuneration is wholly contingent on a successful outcome, the time our firms spent working on this case could and would have been spent pursuing other potentially fee-generating matters.

11. 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, and the state of data privacy law. Therefore, despite our firms' devotion to the case and our confidence in the claims alleged against Defendant, there have been many factors beyond our control that posed significant risks.

12. The fees contemplated under Class Counsel’s representation agreements for cases in this District and elsewhere generally fall within the one-third to 40% range. Class Counsel’s fees were not guaranteed—the retainer agreements counsel had with Plaintiffs did not provide for fees apart from those earned on a contingent basis, and, in the case of class settlement, approved by the court.

### **The Costs and Fees Incurred**

13. Our law firms have currently accrued a total lodestar of \$183,572.80 under the standard rate and \$155,067.10 under the adjusted North Carolina rate (representing 279.4 hours) in reasonable attorneys’ fees through February 25, 2025. The hours Class Counsel spent litigating this matter reflect the reasonable and necessary effort required to achieve such a satisfactory result.

14. The chart below summarizes the hours worked by each attorney and staff member, along with their standard hourly rate and the adjusted North Carolina rate<sup>1</sup>, reflecting their contribution to the total lodestar:

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<sup>1</sup> The Adjusted North Carolina hourly rates in this motion reflect the 3.7% cost-of-living increase for Management, Professional, and Related occupations for the 12 months ending December 2024, per the U.S. Bureau of Labor Statistics. See *Employment Cost Index Summary*, U.S. Bureau of Labor Statistics, <https://www.bls.gov/news.release/eci.t08.htm>. These rates, based on *McManus v. Gerald O. Dry, P.A.*, remain aligned with North Carolina precedent. Courts recognize inflation-based adjustments as appropriate. See *In re Equifax Inc. Customer Data Security Breach Litigation*, 999 F.3d 1247, 1281 (11th Cir. 2021); N.C. State Bar, RPC 166 (1994). This 3.7% adjustment for 2024–2025 ensures fees remain reasonable and consistent with market standards.

<b>Billor</b>	<b>Position</b>	<b>Standard Hourly Rate</b>	<b>Adjusted NC Rate</b>	<b>Time Spent</b>	<b>Lodestar (Standard Rate)</b>	<b>Lodestar (NC Rate)</b>
<b>Milberg Coleman Bryson Phillips Grossman, PLLC</b>						
David Lietz	Senior Partner	\$1,057/\$1,141	\$753	39.8	\$42,177.80	\$29,969.40
Scott C. Harris	Senior Partner	\$878/\$948	\$753	33.5	\$29,518.00	\$25,225.50
Dean Meyer	Associate	\$437	\$376	5.8	\$2,534.60	\$2,180.80
Mariya Weekes	Senior Counsel	\$878	\$619	2.0	\$1756.00	\$1238.00
John Nelson	Associate	\$538	\$376	2.0	\$1,076.00	\$750.00
Scott E. Heldman	Paralegal	\$239	\$240	8.5	\$2,031.50	\$2,031.50
Sandra Passanisi	Paralegal	\$239	\$240	5.1	\$1,218.90	\$1,218.90
Heather Sheflin	Paralegal	\$239	\$240	6.9	\$1,649.10	\$1649.10
Ashley Tyrrell	Paralegal	\$239	\$240	1.5	\$358.50	\$358.50
Michelle Benvenuto	Paralegal	\$239	\$240	2.4	\$573.60	\$573.60
Kerry Brennan	Paralegal	\$239	\$240	0.2	\$47.80	\$47.80
			<b>Total:</b>	<b>107.7</b>	<b>\$82,941.80</b>	<b>\$65,269.70</b>
<b>Strauss Borrelli, PLLC</b>						
Raina C. Borrelli	Senior Partner	\$700	\$700	10.8	\$7,560.00	\$7,560.00
Cassandra Miller	Senior Partner	\$700	\$700	30.2	\$21,140.00	\$21,140.00
Samuel Strauss	Senior Partner	\$700	\$700	17.2	\$12,040.00	\$12,040.00
Sarah Soleiman	Associate	\$400	\$376	18.2	\$7,280.00	\$6,843.20

Zog Begolli	Associate (former)	\$425	\$376	.9	\$382.50	\$338.40
			<b>Total:</b>	<b>88.1</b>	<b>\$55,962.50</b>	<b>\$47,921.60</b>
<b>Chestnut Cambronne PA</b>						
Philip J. Kreski	Partner	\$625-695	\$619	49.20	\$31,121.00	\$30,454.80
Gary K. Luloff	Partner	\$625	\$619	.6	\$375.00	\$371.40
Elizabeth A. Orrick	Associate	\$475	\$376	9.0	\$4,275.00	\$3,384.00
Allison E. Cole	Associate	\$475	\$376	12.6	\$5,985.00	\$4,737.60
Heather Crawford	Paralegal	\$195	\$240	2.5	\$487.50	\$600.00
Evan Robert	Law Clerk	\$250	\$240	9.7	\$2,425.00	\$2,328.00
			<b>Total:</b>	<b>83.6</b>	<b>\$44,668.50</b>	<b>\$41,875.80</b>

15. Milberg’s hourly rates are drawn from the Laffey Matrix without any deviation. The graduation years and law schools of the Milberg attorneys who worked on this matter are as follows:

David Lietz, Senior Partner (JD Georgetown 1991)

Scott Harris, Senior Partner (JD Wake Forest 2006)

Mariya Weekes, Senior Counsel (JD Nova Southeastern 2008)

John Nelson, Associate (JD San Diego 2017)

Dean Meyer, Associate (JD Northwestern 2021)

16. In 2023, in a case involving Milberg attorneys and paralegal, this Court previously approved North Carolina hourly rates of \$700 per hour for senior partners, \$575 per hour for other experienced partners/attorneys, and \$350 for associates. This

Court also previously approved paralegal hourly rates of \$225 per hour. *See McManus v. Gerald O. Dry, P.A.*, Case No. 22 CVS 1776, Order on Plaintiffs' Motion for Attorneys' Fees, Expenses, and Service Awards, May 5, 2023 (Bledsoe, C.J.) at page 12.

17. The graduation years and law schools of the current Strauss Borrelli attorneys who worked on this matter are as follows:

Raina Borrelli, Senior Partner (JD University of Minnesota Law School 2011)

Samuel Strauss (JD University of Washington Law School 2013)

Cassandra Miller (JD University of Illinois Chicago School of Law 2006)

Sarah Soleiman (JD University of Illinois College of Law 2021)

18. Chestnut Cambronne's hourly rates are drawn from nationwide class action hourly rates and based on expertise and experience. The graduation years and law schools of Chestnut Cambronne attorneys who worked on this matter are as follows:

Philip J. Krzeski, Partner (JD The Ohio State University Moritz College of Law 2016)

Gary K. Luloff, Partner (JD William Mitchell Law School 2008)

Elizabeth A. Orrick, Associate (JD Mitchell Hamline Law School 2021)

Allison E. Cole, Associate (JD University of St. Thomas School of Law 2021)

19. The hourly rates for attorneys and staff at each of our firms are commensurate with those of that level of experience and with hourly rates charged by our contemporaries around the country.

20. Prior to submitting the Motion for Attorneys' Fees, Costs, and Service Awards, we compared and confirmed our hourly rate with lawyers at other law firms whose practice is focused on data breach class litigation. Moreover, we routinely survey hourly rates charged by lawyers around the country in published surveys, and review continuously as part of my continuing education opinions rendered by courts on attorneys' fee requests. Again, based upon our research, our rates are within the range of lawyers with my level of experience, practicing in this area of law.

21. Additional time will be spent drafting the final approval motion, preparing for and attending the Final Approval Hearing, defending any appeals taken from the final judgment approving Settlement, and ensuring that the claims process and distribution of Settlement proceeds to Class Members is done in a timely manner in accordance with the terms of the Settlement. Based upon our past experience, we estimate that another 30-40 hours of attorney time will be reasonably expended on this matter through final approval and the subsequent distribution of the settlement funds to Class Members. We assert that the attorneys' fees sought in the Motion for Attorneys' Fees, Costs, and Service Awards are reasonable and seek fair and reasonable compensation for undertaking this case on a contingency basis, and for obtaining the relief for Plaintiffs and the Class. As set forth in the Settlement Agreement, the attorneys' fees and expenses sought in this Motion will not reduce the benefits payable to the Class.

22. Where possible, Class Counsel made efforts to carefully assign work so as to avoid duplication of efforts and have the work completed by the appropriate level of attorney.



23. Upon request, we can provide detailed contemporaneous records to the Court for review.

24. All books and records in this case regarding costs expended were maintained in the ordinary course of business, from expense vouchers and check records. I have reviewed the records of costs expended in this matter.

25. Our firms have also accrued \$4,899.25 in out-of-pocket expenses pertaining to this litigation; including:

<b>Expense</b>	<b>Amount</b>
Court Fees	\$2,836.00
Mediation Fees	\$1,787.50
Service of Process Fees	\$275.75
<b>TOTAL</b>	<b>\$4,899.25</b>

26. These costs are reasonable, and necessary for the litigation, and are modest in comparison to the enormous costs that likely would have been incurred if litigation had continued. Reimbursement of these costs is sought in addition to the \$183,333.33 in attorney fees requested. Based upon our past experience, the amount of out-of-pocket case expenses will increase prior to Final Approval, and will include additional travel expenses to appear at the Final Approval Hearing.

27. The Settlement Agreement calls for a reasonable service awards to each Plaintiff in the amount of \$3,000, subject to approval of the Court, in addition to any benefits provided to Settlement Class Members and the costs of notice and settlement administration and separate from any award of attorneys' fees and costs. The Service

Award is meant to recognize Plaintiffs for their efforts on behalf of the Class, including assisting in the investigation of the case, maintaining contact with counsel, reviewing the pleadings, answering counsel's many questions, communicating with counsel during the settlement negotiations, and reviewing the terms of the Settlement Agreement. Plaintiffs also put their reputation at risk and put themselves forward for public scrutiny. Plaintiffs were not promised a service award, nor did they condition their representation on the expectation of an incentive award. The Service Awards will not diminish the recovery to the Settlement Class Members in any way.

28. We strongly believe that the Settlement Agreement is favorable for the Settlement Class. The Settlement addresses the type of injury and repercussions sustained by Settlement Class Members in the wake of the Data Incident. In the opinion of the undersigned, the settlement is fair, reasonable, adequate, as are the attorneys' fees, expenses, and service awards requested here.

29. Although Plaintiffs believe in the merits of their claims, this litigation was inherently risky and complex. The claims involve the intricacies of data breach litigation (a fast-developing area in the law), and the Plaintiffs 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 Class Counsel and the Class Representatives that the Settlement was achieved for the benefit of the Settlement Class.

30. In contrast to the risks, the Settlement provides certain and substantial compensation to the Settlement Class Members. The result achieved in this Settlement is notable because the parties were able, through capable and experienced

counsel, to reach a negotiated Settlement without involvement of the Court in managing this litigation or discovery disputes.

31. The settlement provides for a \$550,000 non-reversionary common fund from which cash benefits and valuable credit monitoring are made available to Settlement Class Members.

32. The Settlement Class will also benefit from the substantial business practice changes confirmed by Defendant. Even though the exact value of the security upgrades is not available, the upgrades are believed to cost Defendant more than \$30,000 on an annual basis.

33. Another benefit to the Settlement Class is the cost of notice and administration. The costs of notice and administration will be paid for by Defendant separately from the Class Relief.

34. Class Counsel worked on behalf of the Settlement Class to obtain information from Defendant regarding the Data Incident and used that information (along with their experience and the knowledge gained from other data breach class actions) to negotiate the Settlement.

35. The Settlement reached here is notable for the simplicity of the claims process; relief that addresses the type of injury and repercussions sustained by consumers in the wake of a Data Incident of the type here; the speed with which counsel was able to secure a favorable settlement; and the cooperation of Defendant's counsel.

\* \* \* \* \*

We declare under penalty of perjury under the laws of the State of North Carolina that that foregoing is true and correct.

Executed on February 25, 2025

/s/ David K. Lietz

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