

**IN THE CIRCUIT COURT OF THE THIRTEENTH JUDICIAL CIRCUIT
IN AND FOR HILLSBOROUGH COUNTY, FLORIDA**

**MARY JANE WHALEN and CHRISTINE
V. RONA**, individually and on behalf of all
others similarly situated,

Plaintiffs,

v.

**GUNSTER, YOAKLEY &
STEWART, PA**

Defendant.

Case No. 25-CA-000550

**PLAINTIFFS' UNOPPOSED MOTION FOR ATTORNEYS' FEES, COSTS, AND
SERVICE AWARD AND MEMORANDUM IN SUPPORT**

Plaintiffs Mary Jane Whalen and Christine V. Rona, individually, and on behalf of the Settlement Class, respectfully move this Court to approve counsel fees, costs and service awards. This Motion is made pursuant to Florida Rule of Civil Procedure 1.220(e) and is based on the accompanying Memorandum of Law and authorities cited therein and the Declaration of John Yanchunis, attached as *Exhibit A*, and all files, records, and proceedings in this matter.

The Court previously granted preliminary approval to the Settlement on March 6, 2025. The significant benefits achieved for the Settlement Class support Class Counsel's request for attorneys' fees of \$2,550,000 (30% of the Settlement Fund, costs of \$17,252.78, and service awards of \$2,500 to each Plaintiff. Thus, Plaintiffs' unopposed motion for attorneys' fees, costs, and service awards should be granted.

BACKGROUND

This case arises from a Data Breach that Plaintiffs allege compromised the security of their and other Settlement Class Members' Personal Information, including, but not limited to, data that Gunster acquired from current and former employees, clients, and other persons during the

ordinary course of its practice, and which Plaintiffs allege Gunster was duty bound to protect from unauthorized persons, including cyber criminals. The Personal Information affected by the Data Breach included a wide variety of information, including name, address, date of birth, Social Security Number, medical or health insurance information, and other sensitive information, which in the hands of cyber criminals can result in identity theft.

On or around November 27, 2022, Gunster determined that third-party cybercriminals had gained access to Gunster's systems (i.e., the "Data Breach"). Defendant notified impacted individuals of the Data Breach beginning on or around August 2023. On May 13, 2024, Mary Jane Whalen filed a putative class action complaint against Gunster in the United States District Court for the Southern District of Florida, asserting claims arising out of the Data Breach (the "Federal Action"). On August 15, 2024, Gunster moved to dismiss Whalen's complaint for failure to state a claim. On September 17, 2024, Plaintiff Whalen filed her amended complaint, which, among other changes, added an additional Plaintiff, Christine V. Rona. On October 1, 2024, the Parties engaged in a full-day, in-person mediation session before former United States Magistrate Judge, Diane M. Welsh (ret.), a nationally recognized and experienced mediator with expertise in data breach class actions. Over the course of the day, the Parties engaged in arm's length, hard-fought negotiations, and with the assistance of Judge Welsh, the Parties reached an agreement in principle, the terms of which were later finalized by way of the Settlement Agreement and its attached exhibits, which were filed in the Federal Action. On January 24, 2025, the Parties filed a joint stipulation of dismissal without prejudice in the Federal Action, which terminated the Federal Action. Out of concern that the federal court lacked subject matter jurisdiction, the Parties decided that dismissal of the Federal Action was warranted, and that the case should be refiled in a Florida state court which would have jurisdiction, without question, over the Parties and the

subject matter of the claims presented in this case. Accordingly, on January 24, 2025, Plaintiffs Whalen and Rona filed a putative class action complaint (i.e., the “Complaint”) against Gunster in this Court, asserting claims arising out of the Data Breach. The Settlement Agreement was then re-executed, subject to preliminary and final approval by the Court.

This Court granted preliminary approval of the Settlement Agreement on March 6, 2025. Plaintiffs now move for approval of counsel’s fees, costs and service awards.

ARGUMENT

A. Plaintiffs’ requested Service Awards are justified and should be approved.

Plaintiffs request approval of modest Service Awards in the amount of \$2,500 for their role as Class Representatives. Plaintiffs have served as the Class Representatives in this case from inception to the present.

In 1980, the Florida Rules of Civil Procedure were amended to bring them in line with the federal class action rules. *Cheatwood v. Barry University, Inc.*, 2001 WL 1769914, n.14 (Fla. Cir. Ct. Dec. 26, 2001), *citing Lance v. Wade*, 457 So.2d 1008, 1009 n.2 (Fla. 1984). As such, “federal cases are persuasive authority for interpretation of [R]ule 1.220.” *Toledo v. Hillsborough County Hosp. Auth.*, 747 So.2d 958, 960 n.1 (Fla. 2d DCA 1997).

Service awards to class representatives may be given to “to compensate class representatives for work done on behalf of the class, to make up for financial or reputational risk undertaken in bringing the action, . . . to recognize their willingness to act as a private attorney general.” *Florida Education Association v. Department of Education*, 447 F. Supp. 3d 1269, 1279 (N.D. Fla. March 21, 2020) (awarding service awards of \$10,000), quoting *Muransky v. Godiva Chocolatier, Inc.*, 905 F.3d 1200, 1219 (11th Cir. 2018) (approving service awards of \$10,000). “[C]ourts consistently approve incentive awards in class action lawsuits to compensate named

plaintiffs for the services they provide and burdens they shoulder during litigation.” *Camp v. Progressive Corp.*, No. Civ. A. 01-2680, Civ. A. 03-2507, 2004 WL 2149079, at *8 (E.D. La. Sept. 23, 2004) (internal citations omitted); *see also*; *Carrabba v. Randalls Food Markets, Inc.*, 191 F. Supp. 2d 815, 835 (N.D. Tex. 2002) (recognizing practice of awarding incentive awards). The amount requested by Plaintiffs is consistent with or below the amounts typically awarded in similar litigation. *See, e.g., Camp*, 2004 WL 2149079, at *7 (awarding up to \$10,000 to each named plaintiff as incentive awards, for a total payment of \$102,000); *In re Lease Oil Antitrust Litigation* (No. II), 186 F.R.D. 403,449 (S.D. Tex. 1999) (awarding named plaintiffs up to \$10,000 each for participating in lawsuit); *Purdie v. Ace Cash Express, Inc.*, No. Civ. A. 301CV1754, 2003 WL 22976611, at *7 (N.D. Tex. Dec. 1, 2003) (awarding the three named plaintiffs a combined incentive award of \$16,665; *In re Catfish Antitrust Litig.*, 939 F. Supp. 493, 504 (N.D. Miss 1996) (awarding each of four named plaintiffs a \$10,000 incentive award).

Plaintiffs actively followed this litigation from the inception and made significant efforts on behalf of the Class, including maintaining contact with counsel, participating in client interviews, providing relevant documents, assisting in the investigation of the case, remaining available for consultation throughout settlement negotiations, reviewing relevant pleadings and the settlement agreement, and for answering counsel’s many questions. Yanchunis Decl. at ¶ 23. The Service Awards requested are justified in light of Plaintiffs’ willingness to devote their time and energy to prosecuting a representative action, is reasonable in consideration of the overall benefit conferred on the Settlement Class and should be approved.

B. The requested attorneys’ fees are appropriate and should be approved.

Pursuant to the Settlement Agreement, the Parties agreed that Class Counsel would request attorneys’ fees of \$2,550,000 (or 30% of the \$8,500,000 Settlement Fund) and reimbursement of

litigation costs of \$17,252.78. This amount is consistent with amounts approved in similar cases, as well as with the terms of the client agreements entered into between Class Counsel and Class Representatives. Thus, the fees and costs and litigation expenses sought are based on contract.

Rule 4-1.5 of the Rules of Professional Conduct sets forth the following factors to be used as an initial basis for determining reasonable attorneys' fees. *Kuhnlein v. Department of Revenue*, 662 So.2d 309, 312 (Fla. 2019). These factors include:

- (A) the time and labor required, the novelty, complexity, and difficulty of the questions involved, and the skill requisite to perform the legal service properly;
- (B) the likelihood that the acceptance of the particular employment will preclude other employment by the lawyer;
- (C) the fee, or rate of fee, customarily charged in the locality for legal services of a comparable or similar nature;
- (D) the significance of, or amount involved in, the subject matter of the representation, the responsibility involved in the representation, and the results obtained;
- (E) the time limitations imposed by the client or by the circumstances and, as between attorney and client, any additional or special time demands or requests of the attorney by the client;
- (F) the nature and length of the professional relationship with the client;
- (G) the experience, reputation, diligence, and ability of the lawyer or lawyers performing the service and the skill, expertise, or efficiency of effort reflected in the actual providing of such services; and

- (H) whether the fee is fixed or contingent, and, if fixed as to amount or rate, then whether the client's ability to pay rested to any significant degree on the outcome of the representation.

Fla. State Bar Rule 4-1.5.

1. *The novelty, complexity, and difficulty of the questions presented support Class Counsel's request for fees.*

The novelty and difficulty of the questions presented by suits pertaining to data breaches is high and weighs in favor of granting the request for attorneys' fees. 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 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). Data privacy law is unsettled, and the magnitude and complexity of legal issues involved in this case demonstrates the heightened risk Class Counsel undertook in this matter and reinforces the reasonableness of the requested fee.

2. *The skill required to properly litigate this matter, and the experience, reputation, and ability of Class Counsel weigh in favor of approving the requested fees.*

In light of the novelty, difficulty, and constantly evolving nature of questions related to data privacy, the skill required to advocate for victims of data breaches is high. Class Counsel here have substantial experience in class action litigation, and have extensive experience in data breach and privacy litigation in particular, as outlined in the declaration of counsel filed as an exhibit to Plaintiff's Motion for Preliminary Approval of Class Action Settlement. Class Counsel's

experience here is indisputable, and in this case, they were able to use that extensive experience to inform negotiations and drive this case to an excellent resolution. As such, this factor weighs in favor of approval of the fee request. Yanchunis Decl. at ¶¶ 1-14.

3. *In litigating the present case, Class Counsel was precluded from spending time on other potentially fee-generating projects.*

Class Counsel took on this case on a purely contingent basis. Yanchunis Decl. at ¶ 15. As such, Class Counsel assumed a significant risk of nonpayment or underpayment. *Id.* The case required Class Counsel to spend time and resources on this litigation that could have been spent on other matters. *Id.* ¶ 16. Because Class Counsel undertook representation of this matter on a contingency-fee basis, they shouldered the risk of expending substantial costs and time in litigating the action without any monetary gain in the event of an adverse judgment. *Id.* ¶ 16; *see also Almanzar v. Select Portfolio Servicing, Inc.*, No. 1:14-cv-22586, 2016 WL 1169198, at *4 (S.D. Fla. March 25, 2016) (stating that economic risks of pursuing class action litigation are particularly relevant “when the law firms prosecuting the case are of small size, as they are here, and thus the time devoted to the class action precludes other employment”). As such, this factor weighs in favor of approving the requested fees.

4. *The fee requested by Class Counsel is within the range of awards in similar cases and is customary for services performed in this type of case.*

The amount sought by Class Counsel is consistent with the fees charged by other similarly experienced lawyers performing similar, nationwide class action services, as well as with the terms of the client agreements entered into between Class Counsel and Class Representatives. Yanchunis Decl. at ¶ 15. While there is a maximum that each individual Class Member can claim, the cash component alone of the Settlement is \$8,500,000. This means that the requested fee of \$2,550,000 represents only 30% of the cash benefit (i.e., not taking into account the credit monitoring

component) to the Class—an amount well below the benchmark for acceptable fees in the Eleventh Circuit, and consistent with the client agreements entered into among Class Counsel and the Class Representatives in this case. *See e.g. Camden I Condominium Association v. Dunkle*, 946 F.2d 768, 774 (11th Cir. 1991) (noting “[t]he majority of common fund fee awards fall between 20% to 30% of the fund,” although “an upper limit of 50% of the fund may be stated as a general rule”); *see also Dasher v. RBC Bank U.S. (In re Checking Account Overdraft Litig.)*, No. 09-MD-02036, 2020 U.S. Dist. LEXIS 142012, 2020 WL 4586398, at *51 (S.D. Fla. Aug. 10, 2020) (Approving thirty-five percent of a \$7,500,000 settlement fund plus costs for Class Counsels efforts in achieving a resolution). As such, this factor also weighs in favor of approval.

The hours spent here by Class Counsel were on numerous issues, including investigating the potential claim and relevant legal and factual issues, drafting the Complaint, researching legal issues, discovery-related issues, data analysis, and mediation session. The fee request is reasonable based on the results obtained. *See Swift v. BancorpSouth Bank*, No. 10-cv-00090-GRJ (N.D. Fla., July 15, 2016) (awarding \$8.4 million in fees—35%—of \$24 million class settlement); *see also Johns Manville v. Tennessee Valley Auth.*, No. 99-2294 (N.D. Ala. Aug. 20, 2007) (awarding \$6.3 million in fees—35%—of \$18 million class settlement); *Neal v. Chase Manhattan Bank, U.S.A., N.A.*, No. 06-00049 (S.D. Ala. May 30, 2006) (awarding \$1 million in fees and expenses—37%—of \$2.7 million class settlement); *see also* Stuart J. Logan et al., *Attorney Fee Awards in Common Fund Class Actions*, 24 Class Action Rep. 169 (Mar.-Apr. 2003) (listing numerous fee awards above 35% between 1973 and 2003); *Blanco v. Xtreme Drilling & Coil Services, Inc.*, 2020 U.S. Dist. LEXIS 126155, 2020 WL 4041456, at *5 (D. Colo. July 17, 2020) (awarding 38% fee of \$850,000 settlement because it was in “line with the customary fees and awards in similar cases”); *Candelaria v. Health Care Serv. Corp.*, No. 2:17-cv-404-KG-SMV, 2020 U.S. Dist. LEXIS

202390, at *17-18 (D.N.M. Oct. 30, 2020) (“I find that the requested attorneys' fee award of 35% of the gross settlement fund is reasonable and in line with similar awards.”); *Blanco v. Xtreme Drilling & Coil Servs.*, Civil Action No. 16-cv-00249-PAB-SKC, 2020 U.S. Dist. LEXIS 126155, at *15 (D. Colo. July 17, 2020) (“Plaintiff's counsel in this case seeks \$323,000 in attorney's fees and costs, or 38% of the total settlement amount. The Court finds this amount to be in line with the customary fees and awards in similar cases.”); *In re Thornburg Mortg., Inc. Sec. Litig.*, 912 F. Supp. 2d 1178, 1257 (D.N.M. 2012) (“Fees in the range of 30-40% of any amount recovered are common in complex and other cases taken on a contingency fee basis.”); *Cook v. Rockwell Int'l Corp.*, 2017 U.S. Dist. LEXIS 181814, 2017 WL 5076498, at *1-2 (D. Colo. Apr. 28, 2017) (explaining forty percent fee falls within acceptable range); *Cimarron Pipeline Construction, Inc. v. National Council on Compensation Insurance*, 1993 U.S. Dist. LEXIS 19969, 1993 WL 355466 at *2 (W.D. Okla. June 8, 1993) (“Fees in the range of 30-40% of any amount recovered are common in complex and other cases taken on a contingent fee basis.”); *Shaw v. Interthinx, Inc.*, No. 13-CV-01229-REB-NYW, 2015 WL 1867861, at *6 (D. Colo. Apr. 22, 2015) (awarding one-third of a \$6 million common fund, and noting that “[t]his is well within the percentage range approved in similar cases,” and that “the ‘customary fee’ factor supports the requested fee award”); *Robles v. Brake Masters Sys., Inc.*, No. CIV 10-0135 JB/WPL, 2011 WL 9717448, at *19 (D.N.M. Jan. 31, 2011) (“Fees in the range of 30–40% of any amount recovered are common in complex and other cases taken on a contingent fee basis.”) (quoting *Cimarron Pipeline Const., Inc. v. Nat'l Council on Comp. Ins.*, No. CIV 89-1186-T, 1993 WL 355466, at *2 (W.D. Okla. June 8, 1993)).

5. *Class Counsel obtained substantial relief for Class Members.*

Class Counsel achieved an excellent result on behalf of Plaintiffs and the Class, negotiating benefits that include:

- Compensation for ordinary out-of-pocket losses and ordinary attested time up to \$2,500
- A sizeable, \$35,000 cap on Ordinary Out-of-Pocket Losses, Ordinary Attested Time, Extraordinary Losses and Extraordinary Attested Time, in the aggregate.
- Compensation for up to 10 hours of Ordinary and Extraordinary Attested Time, in the aggregate.
- Three years of three-bureau identity theft protection and credit monitoring services available to all Settlement Class Members regardless of whether they make a claim for reimbursement.
- *Pro rata* cash payments from the remainder of the Settlement Fund to all Settlement Class Members that file a claim, through two rounds of distributions, if economically feasible.
- Information Security Practice commitments that are narrowly tailored to further enhance Defendant's cybersecurity posture. Yanchunis Decl. at ¶ 18.

The benefits negotiated by Class Counsel are significant and ensure that Class Members have the ability to be compensated for any losses already suffered, are protected from the potential future negative effects of the breach, and that their personal information is better protected by Defendant in the future.

6. There were no time limitations imposed, and Class Counsel's relationship with Plaintiffs does not raise questions regarding the request for fees.

While no time limitations were imposed by Plaintiffs, Counsel took on this case with the understanding that due to the nature of the alleged data breach, the sooner the class received relief—the better. Accordingly, this factor is neutral and does not weigh against the requested fees.

Similarly, Class Counsel's relationship with Plaintiffs does not give rise to concerns weighing either for or against fee request.

CONCLUSION

For all these reasons, the Court should approve the requested attorneys' fees, costs and service awards.

Date: June 12, 2025

Respectfully Submitted,

/s/ John A. Yanchunis

JOHN A. YANCHUNIS

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CERTIFICATE OF CONFERRAL PURSUANT TO FLA.R.CIV.P 1.202

I certify that prior to filing this motion, I discussed the relief requested in this motion via email with the opposing party and Defense counsel represented that they have no objection to the relief sought herein.

Date: June 12, 2025

Respectfully Submitted,

/s/ John A. Yanchunis

JOHN A. YANCHUNIS

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CERTIFICATE OF SERVICE

I HEREBY CERTIFY on June 12, 2025, a true and correct copy of the foregoing has been furnished via email through the Florida Court E-Filing Portal to all counsel of record.

/s/ John A. Yanchunis

JOHN A. YANCHUNIS

EXHIBIT A

**IN THE CIRCUIT COURT OF THE THIRTEENTH JUDICIAL CIRCUIT
IN AND FOR HILLSBOROUGH COUNTY, FLORIDA**

MARY JANE WHALEN and CHRISTINE

V. RONA, individually and on behalf of all
others similarly situated,

Plaintiffs,

v.

**GUNSTER, YOAKLEY &
STEWART, PA**

Defendant.

Case No. 25-CA-000550

**DECLARATION OF JOHN YANCHUNIS IN SUPPORT OF MOTION FOR
AN AWARD OF ATTORNEYS' FEES, COSTS AND EXPENSES AND PLAINTIFFS'
SERVICE AWARDS**

I, John A. Yanchunis, being duly sworn, hereby depose and say as follows:

Class Counsel's Background

1. I lead the National Consumer Class Action section of Morgan & Morgan's Complex Litigation Group. Morgan & Morgan is the largest exclusively plaintiffs law firm in the United States, employing over 1,000 lawyers and over 3,000 support staff, who serve consumers in offices throughout the United States. Among its lawyers are former state attorneys general and present and former members of various state legislatures.

2. Morgan & Morgan has a dedicated Complex Litigation Group staffed with lawyers, paralegals, and retired FBI agents serving as investigators committed to representing

consumers in complex litigation, MDL proceedings and class action cases throughout the country. It has achieved many remarkable results in class litigation, including the settlement of *In re Black Farmers Discrimination Litigation*, no. 08-0511 (D.C. Oct. 27, 2017), where one of its partners served as co-lead. The case resulted in a settlement with the United States Government in the amount of \$1.2 billion for African American farmers who had been systematically discriminated against on the basis of race, in violation of the Fifth Amendment to the United States Constitution, the Equal Credit Opportunity Act, Title VI of the Civil Rights Act, and the Administrative Procedure Act. The Class Action section is a part of Morgan & Morgan's Complex Litigation group and has assembled a talented, ethnically diverse team of lawyers. Aside from the lawyers listed below, its team of lawyers is assisted by 75 lawyers in the shared legal services section of the Complex Litigation Group. These lawyers are dedicated to document review, deposition preparations and deposition summaries. It is also assisted by a separate section of 8 lawyers, comprised of former federal law clerks at the District and Circuit level, who assist the Class Action section with research and writing support.

3. I lead the class action section of the law firm. My practice—which began after completing a two-year clerkship with United States District Judge Carl O. Bue, Jr., S. D. Tex.—has concentrated on complex litigation and spans over 43 years, including consumer class actions for more than two-thirds of that time. As a result of my extensive experience in class litigation, including privacy and data-breach litigation, I regularly lecture nationally and internationally at seminars and symposiums regarding class litigation and privacy litigation. I am a member of The State Bar of Texas and The Florida Bar.

4. I have served as lead, co-lead, and class counsel in numerous national class actions, including multi-district litigation, involving a wide range of subjects affecting

consumers, including antitrust, defective products, life insurance, annuities, and deceptive and unfair acts and practices. In 2014, I was recognized by the National Law Journal as a trailblazer in the area of privacy litigation, and in 2019, 2020 and 2023, I was recognized by LAW 360 as one of a very small number of MVPs in the United States in the area of privacy and cyber security litigation. For my work in the area of privacy litigation, I was awarded lawyer of the year in the state of Florida by The Daily Business Review. In 2023, I was also recognized by LAW 360 as a Titan of the Plaintiffs' Bar.

5. As a result of my experience in insurance and complex litigation, beginning in 2005, I was selected by Tom Gallagher, the Chief Financial Officer for the state of Florida and a member of the Florida Cabinet, to serve as lead counsel for the Florida Department of Financial Services and the Florida Department of Insurance Regulation (the insurance regulators of Florida) in their investigations of the insurance industry on issues concerning possible antitrust activity and other possible unlawful activities regarding the payment of undisclosed compensation to insurance brokers. I served as lead regulator counsel and worked with a core group of state Attorneys General from the National Association of Attorneys General, which were selected to conduct the investigations. The insurance regulator for Florida was the only insurance regulator in the group. The litigation that was filed and the related investigations netted millions of dollars in restitution for Florida consumers and resulted in significant changes in the way commercial insurance is sold in Florida and across the country.

6. During my career, I have tried numerous cases in state and federal courts, including one of the largest and longest insurance coverage cases in U.S. history, which was filed in 1991 by the Celotex Corporation and its subsidiary, Carey Canada, Inc. During the seventeen years the case pended, I served as lead counsel for several insurance companies, regarding

coverage for asbestos and environmental claims. The case was tried in three phases over several years beginning in 1992. I was also lead counsel for these parties in the subsequent appeals that followed a judgment in favor of my clients.

7. I began my work in privacy litigation in 1999 with the filing of *In re Doubleclick Inc. Privacy Litigation*, 154 F. Supp. 2d 497 (S.D.N.Y. 2001), alleging privacy violations based on the placement of cookies on hard drives of internet users. Beginning in 2003, I served as co-Lead Counsel in the successful prosecution and settlement of privacy class action cases involving the protection of privacy rights of more than 200 million consumers under the Driver's Protection Privacy Act (DPPA) against the world's largest data and information brokers, including Experian, R.L. Polk, Acxiom, and Reed Elsevier (which owns Lexis/Nexis). See *Fresco v. Automotive Directions, Inc.*, No. 03-61063-JEM (S.D. Fla.), and *Fresco v. R.L. Polk*, No. 07-cv-60695-JEM (S.D. Fla.). Subsequently, I also served as co-Lead Counsel in the DPPA class cases, *Davis v. Bank of America*, No. 05-cv-80806 (S.D. Fla.) (\$10 million class settlement), and *Kehoe v. Fidelity Fed. Bank and Trust*, No. 03-cv-80593 (S.D. Fla.) (\$50 million class settlement).

8. I have been appointed and served in leadership positions a number of multidistrict litigation in the area of privacy and data breaches: *In re: Capital One Consumer Data Security Breach Litigation*, No. 1:19-MD-2915-AJT (E.D. Va.)(settlement for \$190,000,000 preliminarily approved) *In re Yahoo! Inc. Customer Data Security Breach Litigation*, No. 5:16-MD-02752-LHK (N.D. Cal.) ("Yahoo") (Lead Counsel) (Court approved \$117,500,000.00 common fund settlement for approximately 194 million US residents and 270,000 Israeli citizens); *In re The Home Depot, Inc. Consumer Data Sec. Data Breach Litig.*, No. 1:14-md-02583-TWT (N.D. Ga.) (co-Lead Counsel) (final judgment entered approving a settlement on behalf of a class of 40

million consumers with total value of \$29,025,000); *In Re: Equifax, Inc. Customer Data Security Breach Litigation*, 1:17-md-2800-TWT (N.D. Ga.) (member of the Plaintiffs' Steering Committee) (final judgment entered approving \$380.5 million fund for 145 million consumers); *In re: U.S. Office of Personnel Management Data Security Breach Litigation*, 1:15-mc-01394-ABJ (D.D.C.) ("OPM") (member of the Executive Committee) (motion for preliminary approval of a \$60,000,000 common fund); *In re Target Corp. Customer Data Sec. Breach Litig.*, MDL No. 2522 (D. Minn.) (Executive Committee member) (final judgment approving a settlement on behalf of a class of approximately 100 million consumers).

9. My court-appointed leadership experience in non-MDL, data breach class actions extends to dozens of cases which he has litigated and settled, and includes one of the few contested certifications in a data breach case : *Schmidt, et al., v. Facebook, Inc.*, No. 3:18-cv-05982 (N.D. Cal.) (Co-Lead Counsel) ("Facebook") (class certified for 8 million residents , subsequently settlement of the class was approved by the court), and a contested certification in *Brown, et al., v. Google, LLC*, 4:20-cv-03664-YGR (N.D. Cal.).

10. My experience in these major data breach matters extends far beyond simply briefing threshold issues and negotiating settlements. Rather, I have personally deposed dozens of corporate representatives, software engineers, cyber professionals and CISOs in major data breach cases such as Capital One, Yahoo, Kimpton, and Facebook. In addition, I have defended experts used in these cases and also deposed defense liability and damage experts.

11. Presently, I lead my firm's efforts in two major class cases pending against Google for data misuse.

12. As result of my experience in the area of class litigation and ethics, I have served as an expert for The Florida Bar on ethical issues arising in class action litigation. I was also

appointed by The Florida Supreme Court to enforce one of its orders for indirect criminal contempt, which led to the incarceration of the respondent.

13. I am a frequent lecturer on privacy and class litigation nationally and internationally, including at international conferences, having presented at the University of Haifa's 2019 Class Action Conference, in Haifa, Israel, attended by lawyers, judges and law professors from around the world. I have also lectured on data privacy in Mexico, the United Kingdom and the Netherlands.

14. I have served in a number of leadership positions in The Florida Bar, having been elected to two terms in The Young Lawyers Division of The Florida Bar, to two terms to The Board of Governors of The Florida Bar, and I was appointed by The Florida Supreme Court to serve a 5 year term as a Member of The Florida Board of Bar Examiners, and today I continue to serve as an emeritus member. I have been a member of numerous committees of The Florida Bar, and been appointed chair of many of them.

Fee Request

15. I, along with my co-counsel, seek fair and reasonable compensation in the amount of \$2,550,000 (or 30% of the \$8,500,000 Settlement Fund) and reimbursement of litigation costs of \$17,252.78, for undertaking this case on a contingency basis and for obtaining the relief for Plaintiffs and the Settlement Class. This amount is consistent with amounts approved in similar cases, with the fees charged by other similarly experienced lawyers performing similar, nationwide class action services, as well as with the terms of the client agreements entered into between Class Counsel and Class Representatives. Thus, the fees and costs and litigation expenses sought are based on contract.

16. Because Class Counsel 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. In addition, the case required us to spend time and resources on this litigation that could have been spent on other matters.

17. The work done on this case has included (1) investigating the Data Breach, (2) researching and evaluating the appropriate legal claims to assert, (3) interviewing potential class representatives about their experiences, (4) preparing and filing a class action complaint, (5) opposing the motion to dismiss, (6) preparing and filing an amended class action complaint, (7) engaging in informal discovery with Defendant in advance of the mediation; (8) participating in a mediation session and subsequent settlement discussions, and (9) negotiating the proposed settlement, preparing the settlement documentation, and moving for preliminary approval, (10) re-filing in state court, and (11) moving for preliminary approval. My team and I have spent considerable time investigating class members' injuries and the claims in this case and were able to negotiate a well-informed Settlement.

18. In this case, Class Counsel achieved an excellent result on behalf of Plaintiffs and the Class, negotiating benefits that include:

- Compensation for ordinary out-of-pocket losses and ordinary attested time up to \$2,500
- A sizeable, \$35,000 cap on Ordinary Out-of-Pocket Losses, Ordinary Attested Time, Extraordinary Losses and Extraordinary Attested Time, in the aggregate.
- Compensation for up to 10 hours of Ordinary and Extraordinary Attested Time, in the aggregate.

- Three years of three-bureau identity theft protection and credit monitoring services available to all Settlement Class Members regardless of whether they make a claim for reimbursement.
- *Pro rata* cash payments from the remainder of the Settlement Fund to all Settlement Class Members that file a claim, through two rounds of distributions, if economically feasible.
- Information Security Practice commitments that are narrowly tailored to further enhance Defendant's cybersecurity posture.

19. Throughout this Action, Defendant was represented by highly experienced and skilled counsel who deployed very substantial resources. Based on my years of experience in class action litigation and other litigation and the services performed by me, along with my co-counsel, the requested fees and costs are reasonable and necessary for the representation of Plaintiffs and the Settlement Class.

20. A breakdown of Class Counsel's costs and expenses are reflected below.

Cost Category	Amount
U.S Courts: Pacer	\$58.50
In-House Printing	\$17.00
Court costs	\$414
John Yanchunis - Travel	\$4,030.56
Postage & Shipping	\$52.56
Melton Stenography	\$99
Riya Sharma - Travel	\$1,676.16
JAMS, INC	\$10,500

Court costs	\$405
Total	\$17,252.78

21. Moreover, additional time will be spent to prepare for and attend the fairness hearing, defend any appeals taken from the final judgment approving settlement, and ensure that the distribution of settlement proceeds to Class Members is done in a timely manner in accordance with the terms of the settlement. Additional costs and expenses will also be incurred before our work is done in this case, as is true of the additional services which we will provide to the Class.

22. I, along with my co-counsel, therefore, respectfully request that the Court grant our motion for attorneys' fees, reimbursement of litigation. We also request a modest Service Award for the Representative Plaintiffs of \$2,500 each.

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing is true and correct.

Executed this 12th day of June, 2025 at Tampa, Florida.

By: John A. Yanchunis

John A. Yanchunis, Esq.