

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF PENNSYLVANIA**

SIMONA OPRIS, ADRIAN ADAM, and
BRITNEY RICHARDSON, on behalf of
themselves and all others similarly situated,

Plaintiffs,

v.

SINCERA REPRODUCTIVE MEDICINE,
formerly known as and operating as
ABINGTON REPRODUCTIVE MEDICINE,
P.C., also known as REGIONAL WOMENS
HEALTH GROUP, LLC, d/b/a/ SINCERA
REPRODUCTIVE MEDICINE

Defendant.

Case No.: 2:21-cv-03072-JHS

**PLAINTIFFS' UNOPPOSED MOTION FOR AWARD OF ATTORNEYS'
FEES, COSTS, AND SERVICE AWARDS TO REPRESENTATIVE PLAINTIFFS**

Through their undersigned counsel, Plaintiffs Simona Opris, Adrian Adam, and Britney Richardson (collectively, Plaintiffs) respectfully move this Court for approval of reasonable attorneys' fees, costs, and service awards to the Representative Plaintiffs pursuant to the proposed Class Action Settlement that this Court preliminarily approved in its Order dated March 2, 2023. (ECF No. 61). Plaintiffs move for a combined award of attorneys' fees, costs, and expenses in amount of \$400,000, which such amounts to be paid by Defendant in accordance with the terms of the Settlement and in addition, service awards totaling \$8,000 to the Representative Plaintiffs to be paid by Defendant in accordance with the terms of the Settlement. In further support of this Motion, Plaintiffs refer the Court to the attached memorandum of law and the Joint Declaration of Kelly K. Iverson and Kenneth J. Grunfeld and the related exhibits.

Dated: June 9, 2023.

Respectfully Submitted,

/s/ Kenneth J. Grunfeld

KENNETH J. GRUNFELD, ESQUIRE

GOLOMB SPIRT GRUNFELD P.C.

1835 Market Street, Suite 2900

Philadelphia, Pennsylvania 19103

Telephone: (215) 346-7338

Facsimile: (215) 985-4169

KGrunfeld@GolombLegal.Com

/s/ Kelly K. Iverson

Gary F. Lynch, Esquire

Kelly K. Iverson, Esquire

Patrick D. Donathen, Esquire

LYNCH CARPENTER, LLP

1133 Penn Ave., 5th Floor

Pittsburgh, Pennsylvania 15222

Telephone: (412) 322-9243

Facsimile: (412) 231-0246

gary@lcllp.com

kelly@lcllp.com

patrick@lcllp.com

*Counsel for Plaintiffs and the Settlement
Class*

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF PENNSYLVANIA**

SIMONA OPRIS, ADRIAN ADAM, and
BRITNEY RICHARDSON, on behalf of
themselves and all others similarly situated,

Plaintiffs,

v.

SINCERA REPRODUCTIVE MEDICINE,
formerly known as and operating as
ABINGTON REPRODUCTIVE MEDICINE,
P.C., also known as REGIONAL WOMENS
HEALTH GROUP, LLC, d/b/a/ SINCERA
REPRODUCTIVE MEDICINE

Defendant.

Case No.: 2:21-cv-03072-JHS

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

TABLE OF CONTENTS

INTRODUCTION 1

SUMMARY OF SETTLEMENT CLASS COUNSEL’S WORK 2

 I. Procedural and Factual Background. 2

 II. Settlement Negotiations 5

ARGUMENT 5

 I. Standard of Review 5

 II. The Court Should Award a Reasonable Percentage
 of the Constructive Common Fund. 6

 III. The Requested Attorneys’ Fees Are Reasonable
 under the Percentage-of-Recovery Method. 7

 IV. The Requested Fee is Fair and Reasonable
 Under the Third Circuit’s *Gunter/Prudential* Factors. 8

 A. The Size and Nature of the Fund Created and Number
 of Persons Benefited by the Settlement. 9

 B. The Absence of Objections to the Settlement and Requested Fee. 10

 C. The Skill and Efficiency of Attorneys Involved 10

 D. The Complexity and Duration of the Litigation 11

 E. The Risk of Non-Payment. 12

 F. The Amount of Time Devoted to the Litigation
 by Settlement Class Counsel. 13

 G. The Request Is Comparable to Awards in Similar Cases. 14

 H. The Settlement Benefits are Attributable Solely to the Efforts
 of Settlement Class Counsel. 14

 I. The Percentage of the Fee Approximates the Fee
 that Would Have Been Negotiated in the Private Market. 14

 J. Innovative Terms of the Settlement. 15

V. The Lodestar Cross-Check Confirms the Fee Request is Reasonable.....15

VI. Settlement Class Counsel’s Request for Reimbursement
of Expenses is Reasonable18

VII. The Requested Service Awards Are Reasonable.....19

CONCLUSION.....21

TABLE OF AUTHORITIES**Cases**

<i>Animal Legal Def. Fund v. Lucas</i> , 2021 WL 4479483 (W.D. Pa. Sept. 30, 2021)	17
<i>Boeing Co. v. Van Gemert</i> , 444 U.S. 472 (1980)	6
<i>Boone v. City of Philadelphia</i> , 668 F. Supp. 2d 693 (E.D. Pa. 2009)	15
<i>Cullen v. Whitman Med. Corp.</i> , 197 F.R.D. 136 (E.D. Pa. 2000).....	19
<i>Dewey v. Volkswagen Aktiengesellschaft</i> , 558 F. App'x 191 (3d Cir. 2014).....	6
<i>Enslin v. Coca-Cola Co.</i> , 739 F. App'x 91 (3d Cir. 2018).....	12
<i>Fulton-Green v. Accolade, Inc.</i> , 2019 WL 4677954 (E.D. Pa. Sept. 24, 2019)	20
<i>Galt v. Eagleville Hosp.</i> , 310 F. Supp. 3d 483 (E.D. Pa. 2018)	7
<i>Glaberson v. Comcast Corp.</i> , 2015 WL 5582251 (E.D. Pa. Sept. 22, 2015)	6
<i>Gunter v. Ridgewood Energy Corp.</i> , 223 F.3d 190 (3d Cir. 2000).....	8, 10, 15
<i>Harshbarger v. Penn Mut. Life Ins. Co.</i> , 2017 WL 6525783 (E.D. Pa. Dec. 20, 2017).....	14, 15
<i>Hensley v. Eckerhart</i> , 461 U.S. 424 (1983)	9
<i>High St. Rehab., LLC v. Am. Specialty Health Inc.</i> , 2019 WL 4140784 (E.D. Pa. Aug. 29, 2019).....	10
<i>Hutton v. Nat'l Bd. of Exam'rs in Optometry, Inc.</i> , 2019 WL 3183651 (D. Md. July 15, 2019)	7

<i>In re Anthem, Inc. Data Breach Litig.</i> , 327 F.R.D. 299 (N.D. Cal. 2018).....	12
<i>In re AT&T Corp., Sec. Litig.</i> , 455 F.3d 160 (3d Cir. 2006).....	5, 8, 14
<i>In re Cendant Corp. Litig.</i> , 264 F.3d 201 (3d Cir. 2001).....	7, 15
<i>In re Cigna-Am. Specialty Health Admin. Fee Litig.</i> , 2019 WL 4082946 (E.D. Pa. Aug. 29, 2019).....	17
<i>In re Diet Drug Prod. Liab. Litig.</i> , 582 F.3d 524 (3d Cir. 2009).....	8
<i>In re Fasteners Antitrust Litig.</i> , 2014 WL 296954 (E.D. Pa. Jan. 27, 2014).....	18
<i>In re Gen. Motors Corp. Pick-Up Truck Fuel Tank Prods. Liab. Litig.</i> , 55 F.3d 768 (3d Cir. 1995).....	6, 7
<i>In re Ins. Brokerage Antitrust Litig.</i> , 297 F.R.D. 136 (D.N.J. 2013).....	15
<i>In re Ins. Brokerage Antitrust Litig.</i> , 579 F.3d 241 (3d Cir. 2009).....	5
<i>In re LinkedIn User Priv. Litig.</i> , 309 F.R.D. 573 (N.D. Cal. 2015).....	12
<i>In re Prudential Ins. Co. Am. Sales Practice Litig. Agent Actions</i> , 148 F.3d 283 (3d Cir. 1998).....	8, 14, 18
<i>In re Remicade Antitrust Litig.</i> , 2023 WL 2530418 (E.D. Pa. Mar. 15, 2023).....	9, 11, 17
<i>In re Rite Aid Corp. Sec. Litig.</i> , 396 F.3d 294 (3d Cir. 2005).....	15
<i>In re Schering-Plough Corp. Enhance Sec. Litig.</i> , 2013 WL 5505744 (D.N.J. Oct. 1, 2013)	16
<i>In re Sonic Corp. Customer Data Sec. Breach Litig.</i> , 2019 WL 3773737 (N.D. Ohio Aug. 12, 2019).....	12

In re Viropharma Inc. Sec. Litig.,
2016 WL 312108 (E.D. Pa. Jan. 25, 2016)..... 9, 10, 17

Krimes v. JPMorgan Chase Bank, N.A.,
2017 WL 2262998 (E.D. Pa. May 24, 2017)..... 20

Maldonado v. Houstoun,
256 F.3d 181 (3d Cir. 2001)..... 16

McDonough v. Toys R Us, Inc.,
80 F. Supp. 3d 626 (E.D. Pa. 2015)..... 19

McGee v. Ann’s Choice, Inc.,
2014 WL 2514582 (E.D. Pa. June 4, 2014)..... 20

McKenna v. City of Phila.,
582 F.3d 447 (3d Cir. 2009)..... 16

Mo. v. Jenkins by Agyei,
491 U.S. 274 (1989) 16

New Berry, Inc. v. Smith,
2021 WL 5332165 (W.D. Pa. Nov. 15, 2021)..... 16, 17

O’Hern v. Vida Longevity Fund, LP,
2023 WL 3204044 (D. Del. May 2, 2023)..... 18

Pub. Interest Research Grp. v. Windall,
51 F.3d 1179 (3d Cir. 1995)..... 16

Rose v. Travelers Home & Marine Ins. Co.,
2020 WL 4059613 (E.D. Pa. July 20, 2020)..... 7

Stoll v. Musculoskeletal Inst.,
2022 WL 16927150 (M.D. Fla. July 27, 2022) 7

Thomsen v. Morley Companies, Inc.,
2023 WL 3437802 (E.D. Mich. May 12, 2023) 7

Vista Healthplan, Inc. v. Cephalon, Inc.,
2020 WL 1922902 (E.D. Pa. Apr. 21, 2020) 20

Whiteley v. Zynerva Pharms., Inc.,
2021 WL 4206696 (E.D. Pa. Sept. 16, 2021) 12, 15

Wood v. Saroj & Manju Invs. Philadelphia LLC,
2021 WL 1945809 (E.D. Pa. May 14, 2021)..... 20

Statutes

42 U.S.C. §§ 1320(d), *et seq.*..... 3

Rules

Fed. R. Civ. P. 23(h)..... 5

Fed. R. Civ. P. 45..... 4

INTRODUCTION

Plaintiffs Simona Opris, Adrian Adam, and Britney Richardson (collectively, “Plaintiffs”), individually and on behalf of all others similarly situated, respectfully move this Court for an award of attorneys’ fees, costs, and expenses; and approval of a Service Award for each Representative Plaintiff¹ in connection with the proposed class action settlement entered into with Defendant Sincera Reproductive Medicine (“Sincera” or “Defendant”). The Court preliminary approved the Settlement on March 2, 2023. ECF No. 61.

Settlement Class Counsel vigorously and efficiently prosecuted this action and was able to achieve an excellent result for the Settlement Class without expending unnecessary time or resources. Under the Settlement, Sincera will pay Total Settlement Compensation worth up to \$1,200,000 and not less than \$800,000 to settle the claims of Plaintiffs and Settlement Class Members. SA. § 3.1.

The Settlement Agreement provides Settlement Class Members with meaningful monetary relief. Pursuant to the Settlement, Sincera has agreed to pay: (1) Cash Payments of \$150 (subject to a *pro rata* increase or decrease) and (2) reimbursement of Out-of-Pocket Losses to each Settlement Class Member who files an Approved Claim. SA. § 3.2(c). Settlement Class Members may recover a combined total of \$2,000 in Cash Payments and reimbursement for Out-of-Pocket Losses *Id.*

After reaching agreement on the substantive terms of the Settlement, the Parties then also negotiated an agreement on attorneys’ fees, costs, and expenses, Service Awards, and Costs of Settlement Administration that Sincera will pay as part of the Total Settlement Compensation.

¹ Unless otherwise defined herein, all capitalized terms have the same definitions as those set forth in the proposed Settlement Agreement (“Settlement Agreement,” “Settlement,” or “SA”). ECF No. 57-2.

Under the Settlement, Sincera agreed, as part of the Total Settlement Compensation, to pay attorneys' fees, costs, and expenses in the amount of one-third of the maximum Total Settlement Compensation, or \$400,000, subject to Court-approval; Service Awards for the Representative Plaintiffs in the amount of \$2,500 each for Representative Plaintiffs Simona Opris and Adrian Adam and \$1,000 each for Representative Plaintiffs Britney Richardson, Diptesh Patel, and Payal Patel, subject to Court-approval; along with all Costs of Settlement Administration. SA §§ 3.2 & 3.3. Where Settlement Class Counsel's lodestar is approximately, \$455,445, this represents a 0.88 multiplier, which supports the reasonableness of the requested fee award.

As explained in more detail below, the requested fee is reasonable when considered under the applicable Third Circuit standards, particularly in view of the substantial risks of pursuing this litigation, considerable litigation efforts, and results achieved for the Settlement Class. Finally, the requested Service Awards for each Representative Plaintiff is reasonably modest, customary, and warranted to compensate them for their participation in this Litigation on behalf of the Settlement Class. For these reasons, and those discussed below, Plaintiffs respectfully request that the Court grant their motion.

SUMMARY OF SETTLEMENT CLASS COUNSEL'S WORK

I. Procedural and Factual Background.

Prior to commencing this action, Settlement Class Counsel spent many hours investigating the claims against Sincera. Joint Decl., ¶ 7.² Settlement Class Counsel's factual and legal investigation included gathering information about the type of information compromised in the Data Incident as well as a review of existing legal authority regarding potential claims. Joint Decl.,

² All "Joint Declaration" or "Joint Decl." references are to the Joint Declaration of Kelly K. Iverson and Kenneth J. Grunfeld concurrently filed in support hereof.

¶ 7. This information was essential to Settlement Class Counsel’s ability to understand the nature of Sincera’s conduct and the potential relief and remedies for the Settlement Class.

On June 1, 2021, Plaintiffs filed a Class Action Complaint in the Court of Common Pleas for Philadelphia County against Sincera, asserting claims for negligence, breach of fiduciary duty, violations of the Pennsylvania Unfair Trade Practices and Consumer Protection Law (“UTPCPL”), 73 P.S. §§ 201-1, *et seq.*, and declaratory relief. Joint Decl., ¶ 8. Sincera removed Plaintiffs’ Complaint to the Eastern District of Pennsylvania on July 9, 2021. ECF No. 1. Plaintiffs then filed the operative Amended Complaint on August 31, 2021, asserting additional negligence *per se* and breach of confidence claims against Sincera. Joint Decl., ¶ 9. On September 14, 2021, Sincera moved to dismiss Plaintiffs’ Amended Complaint for failure to state a claim. ECF No. 17. After reviewing Sincera’s motion to dismiss, Settlement Class Counsel researched, drafted, and filed Plaintiffs’ opposition to Sincera’s motion, which was subsequently argued by the Parties in-person before Your Honor on December 21, 2021. Joint Decl., ¶ 10. Thereafter, the Court denied in part and granted in part Sincera’s motion. ECF No. 29 & 30. In its Order and Opinion dated May 24, 2022, this Court found that Plaintiffs had stated viable claims for negligence, breach of fiduciary duty/breach of confidences, violations of the UTPCPL, and declaratory judgment, but granted Sincera’s motion regarding the negligence *per se* claim under the Health Insurance Portability and Accountability Act (“HIPAA”), 42 U.S.C. §§ 1320(d), *et seq.* ECF No. 29 & 30. Joint Decl., ¶ 11. Following the Court’s order on the motion to dismiss, the Parties commenced discovery. Joint Decl., ¶ 12.

Immediately thereafter and throughout the course of this litigation, the Parties engaged in substantial discovery and briefed numerous discovery disputes related to Plaintiffs’ claims. Joint Decl., ¶ 13. More specifically, in response to interrogatories, requests for production of documents,

and requests for admissions, Sincera has produced thousands of pages of documents. *Id.* This production includes Sincera's organizational charts, privacy-related policies and consent forms, cybersecurity policies, IT policies, training materials, letters and documents sent to state regulators, consumer notice letters, and call center escalation logs. *Id.* The productions also include Sincera's complete files on each of the three named Plaintiffs, the report Sincera sent to the United States Department of Health and Human Services, Office for Civil Rights Division, and attached documents with regard to the investigation, remediation, and subsequent actions taken by Sincera in response to the Data Incident. *Id.* The named Plaintiffs also spent substantial time responding to Sincera's written discovery requests and searching for and producing responsive documents. Joint Decl., ¶ 35. Additionally, numerous third-party subpoenas for documents were issued and served by Settlement Class Counsel pursuant to Rule 45. Joint Decl., ¶¶ 13, 21.

On September 28, 2022, Settlement Class Counsel asked for Sincera's consent to file a Second Amended Complaint, but Sincera opposed. Joint Decl., ¶ 14. Plaintiffs then drafted a motion for leave to amend their complaint to add Representative Plaintiffs Mr. and Mrs. Diptesh and Payal Patel, and to state certain additional claims. *Id.* However, before Plaintiffs moved for leave to amend their operative Amended Complaint, given the substantial time and resources it would take to litigate the action through summary judgment and class certification, the Parties agreed to mediate the dispute. Joint Decl., ¶ 15. At that point in time, the information Settlement Class Counsel received from Sincera during discovery provided Settlement Class Counsel with a clear understanding of Sincera's potential liability and damages as well as a reliable picture of the strengths and weaknesses of Plaintiffs' claims. The Parties subsequently moved the Court for a stay of the case, which the Court granted on October 4, 2022. ECF No. 48 & 51. Joint Decl., ¶ 15.

II. Settlement Negotiations.

On November 4, 2022, the Parties engaged in a full day-long mediation session overseen by the Honorable Diane M. Welsh (Ret.). Joint Decl., ¶ 16. The mediation session resulted in a settlement in principle, with the Parties reaching an agreement on the core terms of their proposed settlement. *Id.* The Parties then worked towards drafting and finalizing the Settlement Agreement. Joint Decl., ¶ 17. During this time, Settlement Class Counsel solicited bids from settlement administration firms and the Parties agreed that KCC, LLC would serve as the Settlement Administrator. Joint Decl., ¶ 21. The Parties continued drafting and finalizing the Settlement Agreement and proposed exhibits, reaching a final set of documents on or around January 11, 2023, and the Settlement Agreement was later executed by all Parties. Joint Decl., ¶ 17. Thereafter, Settlement Class Counsel drafted and filed the unopposed Motion for Preliminary Approval which was subsequently granted on March 2, 2023. Joint Decl., ¶¶ 17, 18. Afterwards, Settlement Class Counsel worked with the chosen administrator, KCC, to implement the Notice Program and fielded any questions that have arisen from KCC or Settlement Class Members. Joint Decl., ¶ 21.

ARGUMENT

I. Standard of Review.

Pursuant to Federal Rule of Civil Procedure 23(h), the Court “may award reasonable attorney’s fees and nontaxable costs that are authorized by law or by the parties’ agreement.” *Id.* The Third Circuit has approved two methods to calculate appropriate attorneys’ fees in class action settlements—the lodestar method and the percentage-of-recovery method. *In re AT&T Corp., Sec. Litig.*, 455 F.3d 160, 164 (3d Cir. 2006). The ultimate determination of the proper amount of attorneys’ fees rests within the sound discretion of the court based on the facts of the case. *In re Ins. Brokerage Antitrust Litig.*, 579 F.3d 241, 280 (3d Cir. 2009). As explained below, the use of

the percentage-of-recovery method is appropriate in this case, and in any event, the reasonableness of the fee request is fully supported by a lodestar cross-check, indicating that the fee should be approved regardless of the method used by the Court.

II. The Court Should Award a Reasonable Percentage of the Constructive Common Fund.

The Supreme Court has long recognized that a lawyer who obtains a recovery “for the benefit of persons other than himself or his client is entitled to a reasonable attorney’s fee from the fund as a whole.” *Boeing Co. v. Van Gemert*, 444 U.S. 472, 478 (1980). In the Third Circuit, the percentage-of-recovery is generally favored in cases involving a settlement that creates a fund. *See Glaberson v. Comcast Corp.*, Civil Action No. 03-6604, 2015 WL 5582251, at *11 (E.D. Pa. Sept. 22, 2015) (“The Third Circuit favors the percentage-of-recovery method of calculating fee awards in common fund cases. Courts within the Third Circuit and elsewhere routinely use this method in antitrust class actions.”) (collecting cases). “Courts use the percentage of recovery method in common fund cases on the theory that the class would be unjustly enriched if it did not compensate the counsel responsible for generating the valuable fund bestowed on the class.” *In re Gen. Motors Corp. Pick-Up Truck Fuel Tank Prods. Liab. Litig.*, 55 F.3d 768, 821 (3d Cir. 1995).

Where, as here, the Settlement provides for the payment of attorneys’ fees, costs, and expenses from the same source (the Defendant) as the pool of settlement funds available to the Settlement Class Members, the arrangement “‘is, for practical purposes, a constructive common fund,’ and courts may still apply the percent-of-fund analysis in calculating attorney’s fees.” *Dewey v. Volkswagen Aktiengesellschaft*, 558 F. App’x 191, 197 (3d Cir. 2014) (quoting *In re Gen. Motors*, 55 F.3d at 820–21).

III. The Requested Attorneys' Fees Are Reasonable under the Percentage-of-Recovery Method.

The combined fee and expense request of one-third of the Total Settlement Compensation is reasonable under the percentage-of-the-recovery method. While no general rule exists, in the Third Circuit such “fee awards generally range from 19% to 45% of the settlement fund.” *Rose v. Travelers Home & Marine Ins. Co.*, No. CV 19-977, 2020 WL 4059613, at *11 (E.D. Pa. July 20, 2020) (citing *In re Cendant Corp. Litig.*, 264 F.3d 201, 736 (3d Cir. 2001)); *see also In re Gen. Motors*, 55 F.3d at 822 (same); *Galt v. Eagleville Hosp.*, 310 F. Supp. 3d 483, 498 (E.D. Pa. 2018) (“fee awards ranging from 30% to 43% have been awarded in cases with funds ranging from \$400,000 to \$6.5 million”).

Considering the percentage of the request, Settlement Class Counsel’s combined fee and expense request of one-third of the Total Settlement Compensation falls squarely within the range of awards that courts have granted in other data breach cases. *See e.g., Thomsen v. Morley Companies, Inc.*, No. 1:22-CV-10271, 2023 WL 3437802, at *2 (E.D. Mich. May 12, 2023) (awarding fee award of 33% in a data breach class action settlement that was “presumptively reasonable”); *Stoll v. Musculoskeletal Inst.*, No. 8:20-CV-1798-CEH-AAS, 2022 WL 16927150, at *3 (M.D. Fla. July 27, 2022), *report and recommendation adopted sub nom. Stoll v. Musculoskeletal Inst., Chartered*, No. 8:20-CV-1798-CEH-AAS, 2022 WL 16923698 (M.D. Fla. Nov. 14, 2022) (awarding fee award of 33% in a data breach class action settlement resolving claims against a medical provider following a ransomware attack); *Hutton v. Nat’l Bd. of Exam’rs in Optometry, Inc.*, No. CV JKB-16-3025, 2019 WL 3183651, at *7 (D. Md. July 15, 2019) (awarding 30% percent of a settlement fund in a data breach class action).

Accordingly, and as further demonstrated by the *Gunter/Prudential* factors below, Settlement Class Counsel's fee and expense request is reasonable under the percentage of the recovery method.

IV. The Requested Fee is Fair and Reasonable Under the Third Circuit's *Gunter/Prudential* Factors.

In assessing the reasonableness of a request for attorneys' fees under the percentage-of-recovery method, Courts consider the following factors:

(1) the size of the fund created and the number of persons benefitted; (2) the presence or absence of substantial objections by members of the class to the settlement terms and/or the fees requested by counsel; (3) the skill and efficiency of the attorneys involved; (4) the complexity and duration of the litigation; (5) the risk of nonpayment; (6) the amount of time devoted to the case by counsel; and (7) awards in similar cases.

Gunter v. Ridgewood Energy Corp., 223 F.3d 190, 195 n.1 (3d Cir. 2000). Courts also generally consider three additional factors:

(8) [T]he value of benefits attributable to the efforts of class counsel relative to the efforts of other groups, such as government agencies conducting investigations, (9) the percentage fee that would have been negotiated had the case been subject to a private contingent fee arrangement at the time counsel was retained, and (10) any innovative terms of settlement.

In re Diet Drug Prod. Liab. Litig., 582 F.3d 524, 541 (3d Cir. 2009) (citing *In re Prudential Ins. Co. Am. Sales Practice Litig. Agent Actions*, 148 F.3d 283, 338 (3d Cir. 1998)). "The fee award reasonableness factors need not be applied in a formulaic way because each case is different, and in certain cases, one factor may outweigh the rest." *In re AT&T*, 455 F.3d at 166 (internal quotations and citations omitted). A review of the *Gunter/Prudential* factors confirms that Settlement Class Counsel's requested fees are reasonable.

A. The Size and Nature of the Fund Created and Number of Persons Benefited by the Settlement.

In awarding fees, the “most critical factor” for the Court to weigh is “the degree of success obtained.” *In re Viropharma Inc. Sec. Litig.*, Civil Action No. 12-2714, 2016 WL 312108, at *16 (E.D. Pa. Jan. 25, 2016) (quoting *Hensley v. Eckerhart*, 461 U.S. 424, 436 (1983)). To assess this factor courts, consider “the fee request in comparison to the size of the fund created and the number of class members to be benefited.” *In re Remicade Antitrust Litig.*, No. 17-CV-04326, 2023 WL 2530418, at *24 (E.D. Pa. Mar. 15, 2023) (citation omitted).

Here, the Settlement provides up to \$1,200,000 and not less than \$800,000 in monetary relief to a class consisting of approximately 38,000 individuals, compensating Settlement Class Members for the exposure of their PII and PHI, relief that they would have not obtained absent this action and Settlement Class Counsel’s diligent efforts. Obtaining up to \$1,200,000 in Total Settlement Compensation is a significant recovery for Settlement Class Members. All Settlement Class Members can submit claims for \$150 and reimbursement of out-of-pocket losses related to the Data Incident for up to a combined amount of \$2,000 (subject to a *pro rata* adjustment, if needed). The claims period is still open to date, but so far, there have been very robust reach rates and claims rates.

The Settlement accomplished here compares favorably with, if not better than, settlements in similar data breach actions. *See e.g., Davidson et al. v. Healthgrades Operating Company, Inc.*, No. 21-cv-01250-RBJ (D. Col. 2022) (\$500,000 settlement reached after data breach affected 35,453 patients); *Mowery v. Saint Francis Healthcare Sys.*, No. 1:20-cv-00013-SPC (E.D. Mo. Dec. 22, 2020) (data breach settlement providing up to \$280 in value to Settlement Class Members in the form of: reimbursement up to \$180 of out-of-pocket expenses and time spent dealing with

the data breach; credit monitoring services valued at \$100; and equitable relief in the form of data security enhancements).

B. The Absence of Objections to the Settlement and Requested Fee.

The deadline for Settlement Class Members to object to or opt-out of the Settlement is June 23, 2023. ECF No. 61, ¶ 28. The Settlement Administrator has fully implemented the Court-approved notice program, including creating the Settlement Website and toll-free assistance. ECF No. 61, ¶¶ 9, 13. The Notice apprised Settlement Class Members that Settlement Class Counsel would seek attorneys' fees, costs, and expenses in a combined amount of up to one-third of the maximum Total Settlement Compensation. ECF No. 61, ¶ 9. The Notice also advised Settlement Class Members how and when to object to or opt-out of the Settlement. ECF No. 61, ¶ 9. With Settlement Class Counsel's final approval motion, information on any opt-outs or objectors will be provided. To date, no objections to the Settlement have been received.

Thus, to date, this factor weighs heavily in favor of Settlement Class Counsel's fee request. *See High St. Rehab., LLC v. Am. Specialty Health Inc.*, Case No. 2:12-cv-07243-NIQA, 2019 WL 4140784, at *4 (E.D. Pa. Aug. 29, 2019) ("A low number of objectors or opt-outs is persuasive evidence of the proposed settlement's fairness and adequacy.").

C. The Skill and Efficiency of Attorneys Involved.

The third *Gunter* factor is measured by the "quality of the result achieved, the difficulties faced, the speed and efficiency of the recovery, the standing, experience and expertise of counsel, the skill and professionalism with which counsel prosecuted the case and the performance and quality of opposing counsel." *In re Viropharma*, 2016 WL 312108, at *16 (citation omitted). Here, these considerations support the reasonableness of Settlement Class Counsel's fee request.

Settlement Class Counsel have extensive and significant experience in the field of class action litigation and have significant experience in litigating data breach class actions, such as the current action. As set forth in the Joint Declaration, and as demonstrated by the respective firm resumes attached as Exhibit A (Lynch Carpenter) and Exhibit B (Golomb Spirt Grunfeld) thereto, Settlement Class Counsel are highly experienced attorneys in this type of litigation, with a strong track record of obtaining favorable resolutions in cases such as this one. Joint Decl., ¶¶ 36–38. Indeed, the favorable Settlement obtained here is attributable, in large part to the diligence, determination, hard work, and skill of Settlement Class Counsel. Recognizing the time and expense it would take to litigate this case past both summary judgment and class certification, and the inherent risk those procedural stages posed, Settlement Class Counsel worked diligently to resolve this action, all while providing an immediate benefit to Settlement Class Members.

The quality and vigor of opposing counsel is also relevant in evaluating the quality of the services rendered by Settlement Class Counsel. *See In re Remicade*, 2023 WL 2530418, at *25. Here, Sincera was represented by undeniably experienced and skilled attorneys at the nationally recognized law firm, Holland & Knight LLP. The ability of Settlement Class Counsel to obtain a favorable outcome for the Settlement Class in the face of formidable legal opposition further confirms the quality of Settlement Class Counsel’s representation and supports the reasonableness of the requested fee award.

D. The Complexity and Duration of the Litigation.

There is no question that during the nearly two years of litigation, Plaintiffs faced, and Settlement Class Counsel resisted, numerous defenses to liability and damages. Although Plaintiffs prevailed in part at the motion to dismiss stage, Sincera continues to vehemently deny liability, and there is no assurance that Plaintiffs would have prevailed at summary judgment or class

certification. *See Enslin v. Coca-Cola Co.*, 739 F. App'x 91 (3d Cir. 2018) (affirming grant of summary judgment in defendant's favor where former employee failed to establish the employer's alleged a breach of contract caused a compromise of his accounts with internet retailers). Indeed, data breach and privacy cases have been found by courts to be complex and involving novel issues of law. *See, e.g., In re Anthem, Inc. Data Breach Litig.*, 327 F.R.D. 299, 315, 317 (N.D. Cal. 2018); *In re LinkedIn User Priv. Litig.*, 309 F.R.D. 573, 587 (N.D. Cal. 2015); *In re Sonic Corp. Customer Data Sec. Breach Litig.*, No. 1:17-MD-2807, 2019 WL 3773737, at *6 (N.D. Ohio Aug. 12, 2019) ("The realm of data breach litigation is complex and largely undeveloped. It would present the parties and the Court with novel questions of law.").

In short, this was not a simple case with a clear path to liability and judgment, and this litigation could have proceeded for several years, including through appeals, had it not settled. Nonetheless, Settlement Class Counsel worked diligently to achieve a significant result for the Settlement Class in the face of very real litigation risks. Accordingly, this factor supports the reasonableness of the requested fee award.

E. The Risk of Non-Payment.

"Courts routinely recognize the risk created by undertaking an action on a contingency fee basis militates in favor of approval." *Whiteley v. Zynerva Pharms., Inc.*, CIVIL ACTION NO. 19-4959, 2021 WL 4206696, at *12 (E.D. Pa. Sept. 16, 2021). Settlement Class Counsel undertook this action on an entirely contingent fee basis, shouldering the risk that this litigation would yield no recovery and leave them wholly uncompensated for their time, as well as for their out-of-pocket expenses. Joint Decl., ¶ 4. To date, Settlement Class Counsel has not been paid anything for their efforts. As such, a dispositive ruling at any stage of this litigation could have meant a zero recovery for members of the Settlement Class, as well as non-payment for Settlement Class Counsel.

Sincera asserted several substantive defenses that could have eliminated any possibility of recovery for the Settlement Class, as well as non-payment for Settlement Class Counsel. Indeed, had this case not resolved when it did, Plaintiffs likely would have faced a motion for summary judgment on their individual claims and only if they prevailed would they have been able to move for class certification. Thus, this factor weighs in favor of Settlement Class Counsel's fee request.

F. The Amount of Time Devoted to the Litigation by Settlement Class Counsel.

Settlement Class Counsel have received no compensation for their efforts during the course of this Litigation for nearly two years. They risked non-payment of \$10,341.81 in out-of-pocket expenses and for the nearly 682.80 hours they worked on this Litigation, knowing that if their efforts were not successful, no fee would be paid. Joint Decl., ¶¶ 4, 34. Settlement Class Counsel vigorously litigated this action, including the time spent in the initial investigation of the case; preparing and filing the complaint and operative amended complaint; researching and briefing the issues in connection with Sincera's motion to dismiss; oral argument on Sincera's motion to dismiss; drafting, serving, and responding to discovery; meeting and conferring about objections to discovery; reviewing and analyzing documents produced by Sincera; preparing for and participating in mediation; negotiating, drafting, and finalizing the Settlement and related exhibits; soliciting bids from settlement administration firms and working with the chosen administrator, KCC, to implement the notice program; drafting and filing the motion for preliminary approval; and responding to Settlement Class Member inquiries about the Settlement. Joint Decl., ¶ 21. At all times, Settlement Class Counsel conducted their work with skill and efficiency, conserving resources and avoiding duplication of effort. Joint Decl., ¶ 5.

The foregoing unquestionably represents a substantial commitment of time, personnel, and out-of-pocket expenses by Settlement Counsel, while taking on the substantial risk of recovering

nothing for their efforts. The financial risk to Settlement Class Counsel was significant. This factor thus supports the Settlement Class Counsel's requested fee award.

G. The Request Is Comparable to Awards in Similar Cases.

As demonstrated above in Argument, *supra* § III, the request of one-third of the total Settlement Compensation to cover the time and out-of-pocket expenses of Settlement Class Counsel is well within the range of fees awarded in this Circuit and in comparable data breach cases. Accordingly, this factor supports the reasonableness of the requested fee.

H. The Settlement Benefits are Attributable Solely to the Efforts of Settlement Class Counsel.

The Third Circuit has advised district courts to examine whether counsel has benefited from a governmental investigation or enforcement action concerning the alleged wrongdoing, because this can indicate whether or not counsel should be given full credit for obtaining the value of the settlement fund for the class. *See Prudential*, 148 F.3d at 338. While Sincera reported the Data Incident to the U.S. Department of Health and Human Services, Office for Civil Rights Division, Settlement Class Counsel alone initiated this action and have been actively litigating this action themselves without assistance from the government or any third parties. Thus, this factor supports the requested fee. *See Harshbarger v. Penn Mut. Life Ins. Co.*, No. CV 12-6172, 2017 WL 6525783, at *5 (E.D. Pa. Dec. 20, 2017) (“Because Class Counsel were the only ones pursuing the claims at issue in this case, this factor weighs in favor of approval”).

I. The Percentage of the Fee Approximates the Fee that Would Have Been Negotiated in the Private Market.

The Third Circuit has advised that the requested fee should also be compared to “the percentage fee that would have been negotiated had the case been subject to a private [non-class] contingent fee agreement.” *In re AT&T*, 455 F.3d at 165. Here, Settlement Class Counsel's

requested one-third of the Total Settlement Compensation is commensurate with customary percentages in private contingent fee agreements. *See Boone v. City of Philadelphia*, 668 F. Supp. 2d 693, 714 (E.D. Pa. 2009) (explaining that the median attorneys’ fee award in class actions is one-third, or 33%); *see also In re Ins. Brokerage Antitrust Litig.*, 297 F.R.D. 136, 156 (D.N.J. 2013) (“Attorneys regularly contract for contingent fees between 30% and 40% with their clients in non-class, commercial litigation.”).

J. Innovative Terms of the Settlement.

The Settlement does not contain any particularly novel or “innovative” terms—beyond simply being a quality, fair, settlement in the ever-evolving law that is data breach litigation. This factor is thus neutral as it neither weighs in favor of nor against approval of the requested fee. *See Harshbarger*, 2017 WL 6525783, at *5.

* * * * *

On the balance, the *Gunter/Prudential* factors demonstrate that Settlement Class Counsel’s requested fee is reasonable, and therefore, should be approved.

V. The Lodestar Cross-Check Confirms the Fee Request is Reasonable.

The Third Circuit has recommended that courts crosscheck the reasonableness of the attorneys’ fee request using the lodestar method. *Gunter*, 223 F.3d at 195 n.1. “The purpose of the cross-check is to ensure that the percentage approach does not result in an ‘extraordinary’ lodestar multiple or windfall.” *Whiteley*, 2021 WL 4206696, at *13 (quoting *In re Cendant*, 264 F.3d at 285). The Third Circuit has stated that a lodestar cross-check entails an abridged lodestar analysis that requires neither “mathematical precision nor bean counting.” *In re Rite Aid Corp. Sec. Litig.*, 396 F.3d 294, 305 (3d Cir. 2005). The Court need not receive or review actual billing records when conducting this analysis. *Id.* at 307.

Under the lodestar method, a court begins the process of determining the reasonable fee by calculating the “lodestar,” *i.e.*, the “number of hours reasonably expended on the litigation multiplied by a reasonable hourly rate.” *McKenna v. City of Phila.*, 582 F.3d 447, 455 (3d Cir. 2009). Once the lodestar is determined, the court must then decide whether additional adjustments are appropriate. *Id.* A reasonable hourly rate in the lodestar calculation is “[g]enerally . . . calculated according to the prevailing market rates in the relevant community,” taking into account “the experience and skill of the . . . attorney and compar[ing] their rates to the rates prevailing in the community for similar services by lawyers of reasonably comparable skill, experience, and reputation.” *Maldonado v. Houstoun*, 256 F.3d 181, 184 (3d Cir. 2001). The prevailing market rate is usually deemed reasonable. *Pub. Interest Research Grp. v. Windall*, 51 F.3d 1179, 1185 (3d Cir. 1995).

Settlement Class Counsel spent 682.80 hours litigating this action, producing a lodestar amount of \$455,445 based on standard currently hourly rates that range from \$125 to \$950.³ Joint Decl., ¶¶ 22, 28, 34. Summaries of the number of hours expended by attorneys and staff are provided in the Joint Declaration. Joint Decl., ¶¶ 22, 28. The reasonableness of Settlement Class Counsel’s rates is supported by the Joint Declaration, which establishes that the rates are the same as their standard hourly rates charged to paying clients on non-contingent matters and are in accord with the prevailing rates for class action and complex commercial litigation in the relevant legal markets where the principal attorneys are respectively located, and in consideration of the fact that all Settlement Class Counsel maintain national practices. Joint Decl., ¶¶ 27, 33. *See New Berry*,

³ The Supreme Court and other courts have held that the use of current rates is proper since such rates compensate for inflation and the loss of use of funds. *See Mo. v. Jenkins by Agyei*, 491 U.S. 274, 283–84 (1989); *In re Schering-Plough Corp. Enhance Sec. Litig.*, No. CIV.A. 08-2177 DMC, 2013 WL 5505744, at *33 n.28 (D.N.J. Oct. 1, 2013) (citing *Jenkins*, 491 U.S. at 283–88).

Inc. v. Smith, No. CV 18-1024, 2021 WL 5332165, at *2 (W.D. Pa. Nov. 15, 2021) (“The best evidence of a prevailing market rate is counsel’s customary billing rate.”); *Animal Legal Def. Fund v. Lucas*, No. CV 2:19-40, 2021 WL 4479483, at *1 (W.D. Pa. Sept. 30, 2021) (“[T]he attorney’s normal billing rate is an appropriate baseline for assessing the reasonableness of the rate requested.”). These rates have been approved in other class action cases. *See also Smith et al. v. The University of Pennsylvania*, Case No. 2:20-cv-02086-TJS (E.D. Pa.) (ECF No. 107-3 & 113) (approving Lynch Carpenter’s rates); *In re Vizio, Inc. Consumer Privacy Litig.*, No. 8:16-ml-02693, ECF Nos. 308-11, 308-16, 308-18, 308-19, 337 (C.D. Cal. Apr. 12, 2019) (approving Lynch Carpenter’s rates); *In Re: Checking Account Overdraft Litigation*, MDL No. 2036 (S.D. Fla.) (approving Golomb Spirt Grunfeld’s rates); *Jimenez v. TD Bank, N.A.*, Case No. 1:20-cv-07699-NLH-SAK (D.N.J.) (approving Golomb Spirt Grunfeld’s rates). Further, Settlement Class Counsel’s rates are within the ranges that have been approved by this Court when overseeing class settlements. *See In re Remicade*, 2023 WL 2530418, at *27–*28 (approving hourly rates between \$115 to \$1,325); *In re Cigna-Am. Specialty Health Admin. Fee Litig.*, Case No. 2:16-cv-03967-NIQA, 2019 WL 4082946, at *15 (E.D. Pa. Aug. 29, 2019) (approving hourly rates between \$175 and \$995); *in re Viropharma*, 2016 WL 312108, at *18 (approving hourly rates ranging from \$350 to \$925). Given Settlement Class Counsel’s experience and work, as well as the complex and relatively specialized nature of this litigation, their rates are reasonable.

Settlement Class Counsel in this litigation have submitted summaries of the number of hours expended by attorneys and staff and descriptions of the type of work each firm performed. Joint Decl., ¶¶ 22, 28. The hours billed were spent preparing and filing the complaint and operative amended complaint; researching and briefing the issues in connection with Sincera’s motion to dismiss; oral argument on Sincera’s motion to dismiss; drafting, serving, and responding to

discovery; meeting and conferring about objections to discovery; reviewing and analyzing documents produced by Sincera; preparing for and participating in mediation; negotiating, drafting, and finalizing the Settlement and related exhibits; soliciting bids from settlement administration firms and working with the chosen administrator, KCC, to implement the notice program; drafting and filing the motion for preliminary approval; and fielding questions from Settlement Class Members. Joint Decl., ¶ 21. The tasks performed are typical in litigation and were necessary to the successful prosecution and resolution of the claims against Sincera. Joint Decl., ¶¶ 4, 34.

The combined requested total attorneys' fees plus expenses of \$400,000 represents 88% of Settlement Class Counsel's lodestar (exclusive of expenses). Joint Decl., ¶ 34. Courts often approve fees in class actions that correspond to multiples of one to four times the lodestar. *See, e.g., Prudential*, 148 F.3d at 341 ("Multiples ranging from one to four are frequently awarded in common fund cases when the lodestar method is applied . . .") (internal citation omitted); *In re Fasteners Antitrust Litig.*, Civil Action No. 08-md-1912. 2014 WL 296954, at *8 (E.D. Pa. Jan. 27, 2014) ("Since the multiplier here is less than one, which means that the requested fee is less than the amount that would be awarded using the lodestar method, we are satisfied that a lodestar cross-check confirms the reasonableness of Co-Lead Counsel's request for attorney's fees."). Given the quality of Settlement Class Counsel's work and results achieved in these circumstances, the lodestar cross-check supports the reasonableness of the requested fee.

VI. Settlement Class Counsel's Request for Reimbursement of Expenses is Reasonable.

"Counsel in common fund cases is entitled to reimbursement of expenses that were adequately documented and reasonably and appropriately incurred in the prosecution of the case." *O'Hern v. Vida Longevity Fund, LP*, No. CV 21-402-SRF, 2023 WL 3204044, at *10 (D. Del.

May 2, 2023). Included in the combined fee and expense request of \$400,000, Settlement Class Counsel seeks reimbursement of \$10,314.81 for the reasonable expenses incurred by Settlement Class Counsel to advance this litigation (exclusive of costs of notice and settlement administration, which will also be paid by Sincera as part of the Total Settlement Compensation). These expenses are outlined in the Joint Declaration submitted concurrently herewith. Joint Decl., ¶¶ 25, 31.

As explained above, Settlement Class Counsel diligently prosecuted this action, engaged in extensive discovery, actively participated in mediation with the Honorable Diane M. Welsh (Ret.), and thoroughly worked to achieve this Settlement. Further, roughly 59% of the expenses listed are attributable to Settlement Class Counsel's portion of the mediator's fee incurred. *See* Joint Decl., ¶¶ 25, 34. The remainder of the expenses are costs associated with prosecuting the action, including discovery costs, travel costs, the costs of service of process, and filing fees. Joint Decl., ¶ 25, 31. In sum, the expenses Settlement Class Counsel incurred while prosecuting this litigation amount to \$10,314.81, less than 0.86% of the aggregate constructive common fund. These expenses are typical in litigation, were necessary for the successful prosecution and resolution of the claims against Sincera, and should be approved. Joint Decl., ¶¶ 26, 32.

VII. The Requested Service Awards Are Reasonable.

Service awards are “not uncommon in class action litigation and particularly where, as here, a common fund has been created for the benefit of the entire class.” *McDonough v. Toys R Us, Inc.*, 80 F. Supp. 3d 626, 665 (E.D. Pa. 2015) (quotations omitted). Generally, “[c]ourts routinely approve incentive awards to compensate named plaintiffs for the services they provided and the risks they incurred during the course of the class action litigation.” *Cullen v. Whitman Med. Corp.*, 197 F.R.D. 136, 145 (E.D. Pa. 2000) (quotation omitted). Factors courts consider when deciding to give service awards include “the risk to the plaintiff in commencing litigation,

both financially and otherwise; the notoriety and/or personal difficulties encountered by the representative plaintiff; the extent of the plaintiff's personal involvement in the lawsuit in terms of discovery responsibilities and/or testimony at depositions or trial; the duration of the litigation; and the plaintiff's personal benefit (or lack thereof) purely in her capacity as a member of the class." *Vista Healthplan, Inc. v. Cephalon, Inc.*, No. 2:06-CV-1833, 2020 WL 1922902, at *33 (E.D. Pa. Apr. 21, 2020) (quoting *McGee v. Ann's Choice, Inc.*, No. 12-2664, 2014 WL 2514582, at *3 (E.D. Pa. June 4, 2014)). Importantly, district courts in the Third Circuit routinely approve service awards of \$1,000 to \$5,000.⁴

Pursuant to the Settlement Agreement, for their time and effort advancing the action and for the risks they assumed in prosecuting this action against Sincera on behalf of the Settlement Class Members, Settlement Class Counsel requests, and Sincera does not oppose, Service Awards in the amount of \$2,500 each for Representative Plaintiffs Opris and Adam and \$1,000 each for Representative Plaintiffs Richardson, Patel, and Patel. Specifically, each Settlement Class Representative invested time in this litigation by bringing their claims to Settlement Class Counsel for investigation; agreeing to serve as representative plaintiffs; reviewing the Complaint, Amended Complaint, and proposed Second Amended Complaint; remaining available to consult with Settlement Class Counsel when necessary regarding the progress of the litigation; and reviewing the progress of the litigation. Joint Decl., ¶ 35. Additionally, Plaintiffs Opris, Adam, and Richardson searched for and produced documents and responded to written discovery requests,

⁴ See, e.g., *Wood v. Saroj & Manju Invs. Philadelphia LLC*, No. CV 19-2820-KSM, 2021 WL 1945809, at *10 (E.D. Pa. May 14, 2021) (awarding a service award of \$2,500 to the settlement class representative); *Fulton-Green v. Accolade, Inc.*, No. CV 18-274, 2019 WL 4677954, at *13 (E.D. Pa. Sept. 24, 2019) (awarding service awards of \$1,000 to each settlement class representative); *Krimes v. JPMorgan Chase Bank, N.A.*, No. CV 15-5087, 2017 WL 2262998, at *11 (E.D. Pa. May 24, 2017) (awarding service award of \$5,000 to the settlement class representative).

and the Patels had already begun the process of doing so at the time the Parties agreed to mediate.
Id.

If approved, the Service Awards totaling \$8,000, will reflect approximately 0.67% of the Total Settlement Compensation. Because they are reasonably tailored to reflect the Representative Plaintiffs' excellent service to the Settlement Class and are a modest size, the requested Service Awards should be approved. For these reasons, Settlement Class Counsel respectfully requests that the Court approve the requested Service Awards on behalf of the Representative Plaintiffs.

CONCLUSION

For the above-mentioned reasons, Plaintiffs respectfully request that the Court grant their motion, and approve a combined award of \$400,000 for attorneys' fees and reimbursement of all litigation expenses, and Service Awards in the amount of \$8,000 total, with \$2,500 each for Representative Plaintiffs Opris and Adam and \$1,000 each for Representative Plaintiffs Richardson and the Patels.

Dated: June 9, 2023.

Respectfully Submitted,

/s/ Kenneth J. Grunfeld
KENNETH J. GRUNFELD, ESQUIRE
GOLOMB SPIRT GRUNFELD P.C.
1835 Market Street, Suite 2900
Philadelphia, Pennsylvania 19103
Telephone: (215) 346-7338
Facsimile: (215) 985-4169
KGrunfeld@GolombLegal.Com

/s/ Kelly K. Iverson
Gary F. Lynch, Esquire
Kelly K. Iverson, Esquire
Patrick D. Donathen, Esquire
LYNCH CARPENTER, LLP
1133 Penn Ave., 5th Floor

Pittsburgh, Pennsylvania 15222
Telephone: (412) 322-9243
Facsimile: (412) 231-0246
gary@lcllp.com
kelly@lcllp.com
patrick@lcllp.com

*Counsel for Plaintiffs and the Settlement
Class*