

**IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

AMISH PARIKH, individually and	)	
on behalf of all others similarly situated,	)	Case No. 2:25-CV-00129
	)	
Plaintiff,	)	
	)	
v.	)	
	)	
THE KENDAL CORPORATION,	)	
	)	
Defendant.	)	

**PLAINTIFFS’ MEMORANDUM OF LAW IN SUPPORT OF THEIR MOTION  
FOR ATTORNEYS’ FEES, EXPENSES, AND SERVICE AWARDS**

**I. INTRODUCTION**

Pursuant to Fed. R. Civ. P. 23(h)(1), sections 7.1 and 7.1 of the parties’ Settlement Agreement (the “Settlement Agreement” or “SA”), and the Court’s preliminary approval order (Doc. No. 24), Class Representatives Amish Parikh and Niamh Jacobsen respectfully seek an order approving the payment of (a) \$150,000.00 in attorneys’ fees, which represents one-third of the \$450,000.00 Settlement Fund, and would award Class Counsel a “negative” multiplier on their lodestar figure; (b) \$7,552.10 in litigation expenses; and (c) Service Awards of \$2,500 to each of the two Class Representatives. If the Court approves them, each of these payments shall be deducted from the Settlement Fund. *See* Doc. No. 23-2 at ¶¶ 7.1, 7.2.

The successful result achieved by Plaintiffs and Class Counsel – in light of material litigation and non-litigation risks – justifies the requested payments. The parties participated in a formal mediation with Rodney Max, Esq. of Upchurch Watson White & Max, propounded discovery in preparation, and prepared detailed mediation statements. At the

mediation and after hard-fought arm's length negotiations, the parties reached a negotiated resolution with Mr. Max's assistance. While the deadlines to object to the settlement and file claims (March 30, 2026) have not yet passed, the reaction by Class Members to date has been positive, with 556 claims already having been submitted, no objections, and no requests for exclusion. The amounts being requested were fully disclosed in the settlement notice, satisfy the applicable *Gunter/Prudential* factors, and are eminently reasonable given that Class Counsel are requesting a "negative" multiplier of (at least) 0.99. The requested service awards of \$2,500 to each of the Plaintiffs are similarly reasonable under the circumstances, and are consistent with amounts that have been approved in comparable cases.

Plaintiffs respectfully request that their motion be granted.

## **II. FACTUAL AND PROCEDURAL BACKGROUND**

As the Court is aware from the previously filed preliminary approval motion (Doc. No. 23), the class action lawsuit involves a cyberattack against Defendant The Kendal Corporation ("Kendal") in which its network was potentially accessed without authorization between June 26, 2024, and June 30, 2024. After an investigation, it was determined that certain files were accessed by the cyber thieves. The files at issue included information related to current and former employees of Kendal and its affiliate care communities. Therefore, Kendal reviewed the files at issue to determine the specific information the files contained.

Defendant's investigation determined that the following types of private information were potentially accessed in the Data Breach: names, Social Security numbers, and checking account/routing numbers provided for direct deposit. Approximately 12,200 individuals were potentially affected by the Data Incident.

On December 27, 2024, Kendal started sending notice letters to the impacted

individuals. Representative Plaintiffs each received a notification from Defendant indicating that cybercriminals may have accessed and/or acquired her private information.

This Action, filed by Representative Plaintiff Parikh and captioned *Amish Parikh, individually and on behalf of all others similarly situated v. The Kendal Corporation*, 2:25-cv-00129, was filed on January 9, 2025 in the United States District Court for the Eastern District of Pennsylvania. Representative Plaintiff Jacobsen filed her Class Action Complaint on January 24, 2025. in the United States District Court for District of Delaware alleging claims for damages arising from the Data Incident.<sup>1</sup> Shortly after, the parties began exploring the possibility of early resolution. Over the next few months, the Parties engaged in informal discovery and scheduled an August 12, 2025 formal mediation with Rodney Max, Esq., a well-regarded private mediator with substantial experience mediating data breach class actions. The mediation was successful and resulted in a settlement in principle.

On August 19, 2025, the parties filed a Joint Report to Court and Notice of Settlement in Principle [Doc. No. 10] informing the Court that the Parties had reached a settlement in principle and proposing to file a Motion for Preliminary Approval of Class Action Settlement. Over the following weeks, the Parties diligently drafted, negotiated, and finalized the Settlement Agreement, Notices, and Claim Form, and agreed to a settlement administrator. The Settlement Agreement was finalized on November 25, 2025.

Plaintiffs then filed their unopposed motion for preliminary approval on December 1, 2025 (Doc. No. 23). The Court granted Plaintiffs' motion for preliminary approval on

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<sup>1</sup> Case No. 1:25-cv-00104-MN (D. Del. 1/24/25)

December 30, 2025 (Doc. No. 24). The Court’s order certified the following class for settlement purposes:

all living individuals to whom Defendant mailed notices that their private information was potentially compromised in the Data Incident discovered in December 2024.

Specifically excluded from the Settlement Class are (i) Defendant and Defendant’s parents, subsidiaries, affiliates, officers, directors, and any entity in which Defendant has a controlling interest; (ii) all individuals who make a timely election to be excluded from this proceeding using the correct protocol for opting out; (iii) any and all federal, state, or local governments, including but not limited to their departments, agencies, divisions, bureaus, boards, sections, groups, counsels and/or subdivisions; (iv) the attorneys representing the Parties in the Action; (v) all judges assigned to hear any aspect of the Action, as well as their immediate family members and court staff; and (vi) any person found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding or abetting the Data Breach, or who pleads nolo contendere to any such charge. Doc. No. 24 at ¶1. The Court also approved the Settlement Agreement’s proposed process for providing notice to the Class. Doc. No. 24 at ¶ 7. Notice was subsequently disseminated in accordance with the Court’s order, and a final approval hearing has been scheduled for April 29, 2026.

There have been no objections to the requested fees filed by either class members or the government officials who received notice of the Settlement pursuant to the Class Action Fairness Act. *See* 28 U.S.C.A. § 1715(b).

### **III. ARGUMENT**

#### **A. The Court Should Approve the Requested Attorneys’ Fees**

“In a certified class action, the court may award reasonable attorney’s fees and nontaxable costs that are authorized by law or by the parties’ agreement.” Fed. R. Civ. P.

23(h). “Traditionally, there are two methods of evaluating requests for attorneys’ fees: the percent-of-recovery method and the lodestar method.” *In re Philips Recalled CPAP, Bi-Level PAP, & Mech. Ventilator Prod. Litig.*, No. MC 21-1230, 2024 WL 1810190, at \*10 (W.D. Pa. Apr. 25, 2024) (“*In re Philips*”) (citing *In re Prudential Ins. Co. Am. Sales Prac. Litig. Agent Actions*, 148 F.3d 283, 333 (3d Cir. 1998)) (“*In re Prudential*”). Where, as here, the settlement has created a common fund, “[t]he preferred method for calculating attorneys’ fees [is] the percentage-of-recovery approach, [which] involves applying a certain percentage to the total settlement fund to calculate attorney’s fees.” *Ahrendsen v. Prudent Fiduciary Servs., LLC*, No. 21-cv-2157, 2023 WL 4139151, at \*6 (E.D. Pa. June 22, 2023) (citing *Stevens v. SEI Invs. Co.*, No. 18-cv-4205, 2020 WL 996418, at \*10 (E.D. Pa. Feb. 28, 2020)).

Courts in the Third Circuit use the seven-factor *Gunter* analysis to evaluate the reasonableness of a fee award under the percentage-of-recovery method. These so-called *Gunter* factors are:

- (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 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 plaintiffs’ counsel; and
- (7) the awards in similar cases.

*Gunter v. Ridgewood Energy Corp.*, 223 F.3d 195, n.1 (3d Cir. 1990). Additional factors – derived from *In re Prudential* – for the Court to consider are:

- (1) the value of benefits accruing to class members attributable to the efforts of class counsel as opposed to the efforts of other groups, such as government agencies conducting investigations;
- (2) the percentage fee that would have been negotiated had the case been subject to a private contingent fee agreement at the time counsel was retained; and
- (3) any “innovative” terms of settlement.

*In re Philips*, 2024 WL 1810190, at \*10 (citing *In re Prudential*, 148 F.3d at 333). “These 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 Philips*, 2024 WL 1810190, at \*10 (quoting *In re Diet Drugs (Phentermine/Fenfluramine/Dexfenfluramine) Prod. Liab. Litig.*, 582 F.3d 524, 545 (3d Cir. 2009)). See also *In re Suboxone (Buprenorphine Hydrochloride & Naloxone) Antitrust Litig.*, No. 13-MD-2445, 2024 WL 815503, at \*13 (E.D. Pa. Feb. 27, 2024) (“*In re Suboxone*”) (“This list was not intended to be exhaustive.”) (citing *Gunter*, 223 F.3d 195, n.1).

**1. The Attorneys’ Fees Are Reasonable Under the *Gunter/Prudential* Factors.**

*Gunter* Factor 1: The Size of the Fund Created and Number of Persons Benefitted.

The \$450,000.00 non-reversionary settlement fund provides a significant benefit to Class Members. The Settlement gives Class Members the option of one of the following benefits from the settlement fund: (1) all Class Members may claim three years (36 months) of credit monitoring and insurance services, which includes one credit bureau monitoring services and \$1 million in identity theft insurance; (2) all Settlement Class Members may submit a “Documented Monetary Loss” claim seeking up to \$5,000 per person for the reimbursement of losses supported by reasonable documentation that were incurred as a result of the Data Incident; and (3) class members may submit a claim for a pro rata cash payment (currently estimated to be an outstanding \$483.25 per valid claim) without any supporting documentation aside from their completed claim form. Doc. No. 23-2 at ¶¶ 2.5-2-7. All Class Members who claim the pro rata cash payment will receive an equal amount, which is calculated by subtracting from the Net Settlement Fund the costs associated with the first two settlement benefit options, and then dividing the net amount evenly by the total number of claims submitted. *Id.* ¶ 2.8. In addition to the foregoing benefits, Kendal has adopted, paid for, implemented, and will maintain certain business practice changes related to information

security. *Id.* ¶ 2.9.

This *Gunter* factor is, therefore, satisfied. *See Barletti v. Connexin Software, Inc.*, No. 2:22-CV-04676-JDW, 2024 WL 1096531, at \*7 (E.D. Pa. Mar. 13, 2024) (recognizing that “class members are the direct beneficiaries” of a substantially similar settlement that is non-reversionary, which means that “class members will reap the full benefit of the settlement regardless of how many make claims.”); *Mirakay v. Dakota Growers Pasta Co.*, No. 13-cv-04429, 2014 WL 5358987, at \*13 (D.N.J. Oct. 20, 2014) (first *Gunter* factor met because, *e.g.*, “an even broader spectrum of persons . . . will benefit from the injunctive provisions of the settlement”); *Johnson v. Community Bank, N.A.*, No. 12-cv-01405, 2013 WL 6185607, at \*7 (M.D. Pa. Nov. 25, 2013) (first *Gunter* factor met because, *e.g.*, the “settlement confers certain nonmonetary [injunctive] benefits on . . . class members”).

*Gunter* Factor 2: The Presence or Absence of Substantial Objections by Class Members. The Settlement Agreement has not received any objections to date. This *Gunter* factor therefore weighs decisively in the Settlement’s favor. *Stechert v. Travelers Home & Marine Ins. Co.*, No. 17-cv-0784-KSM, 2022 WL 2304306, at \*12 (E.D. Pa. June 27, 2022) (“No one has objected to any part of the Settlement, including to the \$1,210,000 carveout for attorneys’ fees. The lack of objection from the Settlement Class weighs in favor of approval.”). As noted above, the deadline for submitting objections is March 30, 2026. Plaintiffs reserve the right to respond to any additional objections that may be filed.

*Gunter* Factor 3: The Skill and Efficiency of the Attorneys. Each Class Counsel and their firms have substantial experience in complex class actions, including data breach litigation. The Court analyzed Class Counsel’s collective experience when approving their leadership application and found that each Class Counsel was qualified to serve in a leadership

role. *See generally* Doc. No. 24 at ¶ 2 (appointing class counsel). Class Counsel respectfully submit that they handled this case professionally and competently, and obtained an outstanding recovery under the unusual circumstances. This *Gunter* factor is thus satisfied here.

*Gunter* Factor 4: The Complexity and Duration of the Litigation. Plaintiffs’ counsel handled this case on a fully contingent fee basis for well over a year. *See* Joint Declaration of Class Counsel; Exhibit 1 to this memo. Plaintiffs’ counsel conducted lengthy interviews of Plaintiffs and other class members, reviewed Plaintiffs’ documentation and all information produced by Kendal related to the Data Incident, analyzed applicable state laws regarding breaches of consumer information, exchanged informal discovery with Kendal prior to mediation, and exchanged detailed mediation statements. Joint Decl. ¶ 2. This *Gunter* factor is satisfied. *See also In re Wawa, Inc. Data Sec. Litig.*, No. CV 19-6019, 2021 WL 3276148, at \*9 n.4 (E.D. Pa. July 30, 2021) (“Although the Consumer Plaintiffs and Wawa did not engage in ‘formal’ discovery, that is not necessarily an obstacle for preliminary approval of a class action settlement, especially where, as here, the parties have exchanged important informal discovery.”) (citing *Fulton-Green v. Accolade, Inc.*, No. CV 18-274, 2019 WL 316722, at \*3 (E.D. Pa. Jan. 24, 2019)).

*Gunter* Factor 5: The Risk of Nonpayment. Class Counsel faced the risk of receiving no compensation at all if the litigation was unsuccessful. This risk was real, as data breach litigation is inherently complex:

The complexity and duration of this data breach class action requires experienced counsel. This type of case presents issues on the duty of care . . . in storing their personal information, Article III standing . . . , types of damages available at trial, and whether the plaintiffs can obtain and maintain class certification. This [*Gunter*] factor . . . weighs in favor of finding the fee reasonable.

*Fulton-Green*, 2019 WL 4677954, at \*13. Courts have likewise recognized that data breach class actions are risky and expensive. *See, e.g., Gordon v. Chipotle Mexican Grill, Inc.*, No. 17-cv-01415, 2019 WL 6972701, at \*1 (D. Colo. Dec. 16, 2019) (“Data breach cases such as the instant case are particularly risky, expensive, and complex, . . . and they present significant challenges to plaintiffs at the class certification stage.”) (internal citations omitted; collecting cases).

Class Counsel nevertheless many hours of time and significant out of pocket costs in advancing this case. “Taking such a risk on behalf of the class lends credence to the fee request. . . and thus this factor supports approval.” *Corra v. ACTS Ret. Servs., Inc.*, No. 22-cv-2917, 2024 WL 22075, at \*14 (E.D. Pa. Jan. 2, 2024) (citing *Fulton-Green*, 2019 WL 4677954, at \*13).

*Gunter* Factor 6: The Amount of Time Devoted by Plaintiffs’ Counsel. The number of hours incurred by Class Counsel was reasonable for a case of this type and size. Per the chart below, Class Counsel collectively expended 171.6 hours on this case through March 16, 202. Charts summarizing the hours and lodestar each Plaintiffs’ counsel firm incurred, by biller, in the prosecution of this matter are contained in the Joint Declaration, Ex. 1.

Among other tasks, Class Counsel organized the case among the Plaintiffs’ lawyers, vetted numerous potential plaintiffs from different states, filed complaints in two jurisdictions (the District of Delaware and the Eastern District of Pennsylvania), engaged in pre-mediation exchanges with Kendal, mediated with Mr. Max, negotiated a favorable settlement for the putative class, memorialized the various settlement documents, obtained preliminary approval, and supervised the notice and claims process. Joint Decl. ¶ 2. This *Gunter* factor is satisfied.

Gunter Factor 7: Awards in Similar Cases. “While there is no benchmark for the percentage of fees to be awarded in common fund cases, the Third Circuit has noted that reasonable fee awards in percentage-of-recovery cases generally range from nineteen to forty-five percent of the common fund.” *In re Suboxone*, 2024 WL 815503, at \*16 (quoting *Stevens v. SEI Invs. Co.*, No. 18-cv-4205, 2020 WL 996418, at \*12 (E.D. Pa. Feb. 26, 2020)). The one third (approximately 33.33%) attorneys’ fees Class Counsel requests is within this range. *See Barletti*, 2024 WL 3564556, at \*1 (approving one-third of the settlement as attorneys’ fees in data breach settlement); *McIntyre v. RealPage, Inc.*, No. 18-cv-03934, 2023 WL 2643201, at \*3 n.5 (E.D. Pa. Mar. 24, 2023) (“Counsel’s requested award of...(33.33%) is ‘squarely within the range of awards found to be reasonable by the courts.’”) (quoting *Rossini v. PNC Fin. Servs. Grp., Inc.*, No. 18-cv-1370, 2020 WL 3481458, at \*19 (W.D. Pa. June 26, 2020)). Moreover, “[o]ther data breach class action litigation has resulted in attorneys’ fee awards significantly higher” than the \$150,000.00 sought in this case. *In re Wawa, Inc. Data Sec. Litig.*, No. 19-cv-6019, 2024 WL 1557366, at \*21 (E.D. Pa. Apr. 9, 2024) (collecting cases, and approving a \$3,040,060 fee).

Prudential Factor 1: Value of Class Benefits Attributable to the Work of Class Counsel as Opposed to from the Efforts of Others.

This factor supports the fee request because “[t]here is no indication that any other groups, such as government agencies conducting investigations, have contributed to this case and Settlement.” *Corra v. ACTS Ret. Servs., Inc.*, No. 22-cv-2917, 2024 WL 22075, at \*15 (E.D. Pa. Jan. 2, 2024).

Prudential Factor 2: Percentage Fee that Would Have Been Negotiated had the Case Been Subject to a Private Contingent Fee Agreement.

The court in *In re Diet Drugs (Phentermine, Fenfluramine, Dexfenfluramine) Prod.*

*Liab. Litig.*, 553 F. Supp. 2d 442, 482 (E.D. Pa. 2008), held that “[i]n making a common benefit award, we must try to ascertain what the market would pay for the attorneys’ efforts.” “That is, we must consider ‘the percentage fee that would have been negotiated had the case been subject to a private contingent fee agreement at the time counsel was retained.’” *Id.* (quoting *In re AT & T Corp.*, 455 F.3d 160, 165 (3d Cir. 2006)).

Courts have recognized in this context that “[a]ttorneys regularly contract for contingent fees between 30% and 40% with their clients in non-class, commercial litigation.” *In re Philips*, 2024 WL 1810190, at \*12 (quoting *In re Ins. Brokerage Antitrust Litig.*, 297 F.R.D. 136, 156 (D.N.J. 2013)). The 33.33% requested here is at the lower end of this range, thus satisfying this *Prudential* factor.

*Prudential* Factor 3: Any “Innovative” Terms of the Settlement.

In addition to the credit monitoring, insurance services, and monetary benefits made available as part of the Settlement, Plaintiffs have also negotiated a commitment that Kendal will adopt reasonable business practice changes, at its expense, which are designed to strengthen Kendal’s data and information security. *Id.* ¶ 2.9. This likewise supports the fee request. *Corra*, 2024 WL 22075, at \*13 (finding that non-monetary data security improvements included as a term in the settlement “is likely of great value to the class members in that it ensures that their information is better protected from data security incidents...”). *See also McCoy v. Health Net, Inc.*, 569 F. Supp. 2d 448, 478 (D.N.J. 2008) (“The value of the injunctive relief here is a highly relevant circumstance in determining what percentage of the common fund class counsel should receive as attorneys’ fees.”).

\* \* \* \*

In sum, application of the applicable *Gunter/Prudential* factors indicates that the fee

request is reasonable and should be approved.

## 2. The Requested Fee is Reasonable Under a Lodestar Cross Check

Courts assessing fees under the percentage of recovery method often cross-check it for reasonableness by utilizing a lodestar cross check. *In re Wawa, Inc. Data Sec. Litig.*, No. 19-cv-6019, 2024 WL 1557366, at \*21 (E.D. Pa. Apr. 9, 2024). The lodestar is calculated “by multiplying a reasonable hourly rate by the number of hours reasonably expended on the case.” *Meigs v. Care Providers Ins. Servs., LLC*, No. 21-cv-867, 2024 WL 21792, at \*3 (E.D. Pa. Jan. 2, 2024) (citing *Hensley v. Eckerhart*, 461 U.S. 424, 433 (1983)). “There is a strong presumption that the lodestar is a reasonable fee.” *Katona v. Asure*, No. 1:11-cv-1817, 2019 WL 636979, at \*2 (M.D. Pa. Feb. 14, 2019) (citing *City of Burlington v. Dague*, 505 U.S. 557, 562 (1992)).

Here, the collective lodestar of \$151,429.70 is based on 171.6 billable hours (through March 16, 2026<sup>2</sup>). The chart below summarizes the time invested by the various firms that worked on this case; additional details about the work performed by each firm are set forth in Exhibit 1.

<b>Firm</b>	<b>Hours</b>	<b>Lodestar</b>
Ellzey Kherkher Sanford Montgomery, LLP	89.5	\$72,390.50
Milberg PLLC	70.7	\$74,184.20
Kimmel & Silverman	11.4	\$4,855.00

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<sup>2</sup> This figure does not account for additional billable time incurred on March 16, 2026 finalizing this motion, nor does it account for time spent after March 16, 2026, such as working on the final approval motion and preparing for the April 2026 final approval hearing or overseeing the distribution of settlement funds. *In re Suboxone*, 2024 WL 815503, at \*17 (“In addition [to the billable time already expended], Class Counsel will undoubtedly need to spend additional hours in order to monitor and administer the Settlement and final closing of this case.”).

<b>Firm</b>	<b>Hours</b>	<b>Lodestar</b>
<b>TOTALS</b>	<b>171.6</b>	<b>\$151,429.70</b>

As set forth in the accompanying Joint Declaration of Class Counsel, both the amount of time worked and the billable rates are reasonable. *See Fulton-Green*, 2019 WL 4677954, at \*12 (E.D. Pa. Sept. 23, 2019) (approving class counsel's rates that ranged from \$202 to \$975 per hour); *In re Suboxone*, 2024 WL 815503, at \*17 (approving a senior partner's \$1,550 billing rate); *Sweda v. Univ. of Pa.*, No. 16-cv-4329, 2021 WL 5907947, at \*7 (E.D. Pa. Dec. 14, 2021) (approving class action fee award with blended hourly rate of \$756, when lodestar amount is divided by 8,144 hours spent); *Se. Pennsylvania Transportation Auth. v. Orrstown Fin. Servs., Inc., et al.*, No. 12-cv-00993 (M.D. Pa. May 19, 2023) (Doc. No. 309) (granting final approval and award of attorneys' fees, approving hourly rates of up to \$1,100, where several attorneys' rates were at or above \$875).

Because the actual lodestar (\$151,429.70) is higher than the requested fee (\$150,000.00), the cross-check yields a negative multiplier of approximately 0.99. This provides support for the fee request. *In re Wawa, Inc. Data Sec. Litig.*, 2024 WL 1557366, at \*21 (citing *Dickerson v. York Int'l Corp.*, No. 15-cv-1105, 2017 WL 3601948, at \*11 (M.D. Pa. Aug. 22, 2017)) ("A negative multiplier reflects that counsel is requesting only a fraction of the billed fee; negative multipliers thus 'favor[ ] approval.'"). *See also Shannon v. Sherwood Mgmt. Co., Inc.*, No. 19-cv-01101, 2020 WL 5891587, at \*3 (S.D. Cal. Oct. 5, 2020) ("The negative multiplier suggests that the requested fee award is reasonable.").

#### **B. The Expense Reimbursement Request Is Reasonable**

Class Counsel request reimbursement of \$7,552.10 in litigation expenses. Reimbursement of fees and costs incurred in litigating a class action are ordinarily recovered

as part of settlement approval. *See In re Wawa, Inc. Data Sec. Litig.*, No. 19-cv-6019, 2022 WL 1173179, at \*12 (E.D. Pa. Apr. 20, 2022). *See also Sweda v. Univ. of Pennsylvania*, No. 16-cv-4329, 2021 WL 5907947, at \*7 (E.D. Pa. Dec. 14, 2021) (“Attorneys who create a common fund for the benefit of a class are entitled to reimbursement of reasonable litigation expenses from the fund.”) (quoting *In re Aetna Inc.*, No. MDL-1219, 2001 WL 20928, at \*13 (E.D. Pa. Jan. 4, 2001)).

A chart summarizing the expense categories and amounts incurred by each firm is set forth in the accompanying Joint Declaration of Class Counsel. The expense categories are consistent with the types of expenses commonly approved by courts. *See Cunningham v. Wawa, Inc.*, No. 18-cv-03355, 2021 WL 1626482, at \*8 (E.D. Pa. Apr. 21, 2021) (approving class counsel’s request for reimbursement of, e.g., “filing fees, . . . mediation fees, and other similar, ordinary litigation expenses”); *Acevedo v. Brightview Landscapes, LLC*, No. 13-cv-02529, 2017 WL 4354809, at \*20 (M.D. Pa. Oct. 2, 2017) (approving class counsel’s request for reimbursement of, e.g., filing fees, mediation fees, and legal research costs); *Glaberson v. Comcast Corp.*, No. 03-cv-06604, 2015 WL 5582251, at \*16 (E.D. Pa. Sept. 22, 2015) (approving class counsel’s request for reimbursement of, e.g., expert witness fees and legal research costs); *In re Am. Investors Life Ins. Co. Annuity Mktg. & Sales Pracs. Litig.*, 263 F.R.D. 226, 245 (E.D. Pa. 2009) (approving class counsel’s request for reimbursement of, e.g., “expert witness fees; mediation fees; . . . legal research; . . . and service of process”).

### **C. The Requested Service Awards Are Reasonable**

Finally, Plaintiffs request approval of \$2,500 Service Awards to each of the two Class Representatives (totaling \$5,000) for their time and effort pursuing the litigation on behalf of

the Class.<sup>3</sup> Each of these Plaintiffs actively participated in the litigation and settlement of this matter – they participated in Plaintiffs’ counsel’s lengthy interviews and provided relevant documents to counsel. The \$2,500 Service Award amount is conservative relative to service awards commonly approved in the Third Circuit. *See Diaz v. BTG Int’l, Inc.*, No. 19-cv-01664, 2021 WL 2414580, at \*9 (E.D. Pa. June 14, 2021) (\$10,000 service awards where plaintiffs were apparently *not* deposed); *Brown v. Progressions Behav. Health Servs., Inc.*, No. 16-cv-06054, 2017 WL 2986300, at \*7 (E.D. Pa. July 13, 2017) (same, and collecting cases). The requested amounts are also comparable to service awards approved in other consumer data breach class actions. *See, e.g., Perdue v. Hy-Vee, Inc.*, 550 F. Supp. 3d 572, 578 (C.D. Ill. 2021) (\$2,000 service awards for each plaintiff in case that settled prior to plaintiff depositions); *In re Yahoo! Inc. Customer Data Sec. Breach Litig.*, No. 16-md-02752-LHK, 2020 WL 4212811, at \*43 (N.D. Cal. July 22, 2020), *aff’d*, No. 20-16633, 2022 WL 2304236 (9th Cir. June 27, 2022) (approving “\$2,500 for the five Settlement Class Representatives who participated in the instant case without being deposed”); *Chipotle*, 2019 WL 6972701, at \*2 (\$2,500 service awards for each of six plaintiffs in case that settled prior to depositions).

#### IV. CONCLUSION

Plaintiffs respectfully request that the Court grant Plaintiffs’ motion and approve the

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<sup>3</sup> As with the attorneys’ fees and expenses, any service award amounts approved by the Court will be paid from the Settlement Fund. Doc. No. 23-2 at ¶ 7.2.

fees, expenses and incentive awards requested herein.

Dated: March 16, 2026

/s/ Leigh S. Montgomery  
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