Phone: (866) 252-0878

- 2. I am a 1991 graduate of Georgetown University Law Center. I have been licensed to practice law in the District of Columbia since 1991, am a member of the bars of numerous federal districts and appellate courts, and have decades of litigation and class action experience.
- 3. I have represented and am currently representing plaintiffs in more than 100 class action lawsuits in state and federal courts throughout the United States. Both I and my firm carry on a national and international class action law practice. With respect to data privacy cases, I am currently litigating more than seventy-five cases across the country involving violations of the privacy violations, data breaches, and ransomware attacks.
- 4. My experience is outlined in more detail in my declaration submitted in support of Plaintiff's Unopposed Motion for Preliminary Approval of Class Action Settlement, filed on or about March 28, 2023 ("Lietz MPA Dec.").
- 5. My years of experience representing individuals in complex class actions—including data breach actions—contributed to an awareness of Plaintiff's settlement leverage, as well as the needs of Plaintiff and the proposed Settlement Class. I believe that Plaintiff would ultimately prevail in the litigation on a class-wide basis. However, I am also aware that a successful outcome is uncertain and would be achieved, if at all, only after prolonged, arduous litigation with the attendant risk of drawn out appeals. It is my individual opinion, and that of the other Class Counsel, based on our substantial experience, the settlement provides significant relief to the Settlement Class.

The Settlement Agreement

6. The Settlement Agreement in this case provides for both monetary and equitable relief for Settlement Class Members.

- 7. The Settlement Agreement provides for two separate forms of relief: (1) up to \$2,500 per class member in ordinary expense reimbursements, lost time reimbursements and extraordinary expense reimbursements; (2) two years of credit monitoring and identity protection services from *my*TrueIdentity (2) equitable relief in the form of information security enhancements.
- 8. The Settlement Agreement provides for a reasonable service award to Plaintiff in the amount of \$1,500 subject to approval by the Court.
- 9. The service award is meant to compensate Plaintiff for his efforts on behalf of the class, which include maintaining contact with counsel, participating in client interviews, providing relevant documents, assisting in the investigation of the case, remaining available for consultation throughout mediation, reviewing relevant pleadings and the settlement agreement, and for answering counsel's many questions.
- 10. The Settlement Agreement also provides for an award of combined attorneys' fees and costs in an amount up to \$100,000, subject to approval by the Court.
- 11. As of the date of filing, I have received no objections to either the Settlement Agreement in general or to the proposed attorneys' fees, costs (the amount of which was made known to the Class via the Court-approved notice program) in particular.

The Contingent Nature of the Case

- 12. My Firm took on this case on a purely contingent basis. As such, the firm assumed a significant risk or nonpayment or underpayment.
- 13. This matter has required me, and other attorneys at my Firm, to spend time on this litigation that could have been spent on other matters.

- 14. Such time could otherwise have been spent on other fee-generating work. Because our Firm 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.
- 15. If not devoted to litigating this action, from which any remuneration is wholly contingent on a successful outcome, the time our Firm spent working on this case could and would have been spent pursuing other potentially fee generating matters.
- 16. Litigation is inherently unpredictable and therefore risky. Here, that risk was very real, due to the rapidly evolving nature of case law pertaining to data breach litigation, and the state of data privacy law. Therefore, despite my Firm's devotion to the case and our confidence in the claims alleged against Defendant, there have been many factors beyond our control that posed significant risks.
- 17. Class Counsels' fees were not guaranteed—the retainer agreement counsel had with Plaintiffs did not provide for fees apart from those earned on a contingent basis, and, in the case of class settlement, approved by the court.
- 18. Due to the early stage of litigation and efficiency by which Class Counsel was able to obtain this significant settlement, costs and fees incurred by Plaintiff are low.
- 19. Plaintiff's request for \$100,000 in fees, costs and expenses, is inclusive of out-of-pocket costs, including local counsel costs, filing fees, service fees, and research costs. These costs are reasonable, and necessary for the litigation.
- 20. Upon information and belief, notice in this case has been provided as agreed upon and as approved by the Court's Preliminary Approval Order and will be reported on more