

**SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF BRONX**

MARILYN RIVERA, on behalf of herself and all others similarly situated, FRANCHIE MUNIZ, on behalf of himself and all others similarly situated, MICHELLE OWENS, individually and on behalf of all others similarly situated, FLORIN CARSTENOIU, individually and on behalf of all others similarly situated, LUIGI HERNANDEZ, and ANGGIE GENAO DE HERNANDEZ, on behalf of all others similarly situated,

Plaintiffs,

v.

ESSEN MEDICAL ASSOCIATES, P.C. d/b/a
ESSEN HEALTH CARE,

Defendant.

Index No. 801239/2024E

CLASS ACTION

**MEMORANDUM OF LAW IN SUPPORT OF PLAINTIFFS' UNOPPOSED MOTION
FOR ATTORNEYS' FEE AWARD AND COSTS AND SERVICE AWARDS**

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I. INTRODUCTION

Class Counsel have worked diligently on behalf of Plaintiffs Marilyn Rivera, Franchie Muniz, Michelle Owens, Florin Carstenoiu, Luigi Hernandez, and Anggie Genao De Hernandez (“Plaintiffs”) and the Settlement Class (the “Class” or “Class Members”) in this data breach case against Defendant Essen Medical Associates, P.C. d/b/a Essen Health Care (“Essen” or “Defendant”).¹ As a result, Class Counsel achieved an excellent class action Settlement that provides substantial monetary and remedial relief to the 907,783 individuals in the Settlement Class.

To date, Class Counsel has expended more than 712.47 hours prosecuting this Action on behalf of Plaintiffs and the Settlement Class. The docket reflects the efficient pleading of claims against Defendant and extensive arm’s-length negotiations, as well as an informal pre-mediation information exchange, including a full-day mediation, which ultimately resulted in the Settlement. Pursuant to the Settlement Agreement, Class Counsel seeks an award of \$1,333,333.33 in attorneys’ fees (representing one-third of the \$4,000,000.00 *Non-Reversionary* Settlement Fund), reimbursement of \$1,733.28 in reasonable litigation costs, and Service Awards of \$3,000.00 for each of the named Plaintiffs, totaling \$18,000.00.

As explained below, the Court should grant Plaintiffs’ Motion for Attorneys’ Fee Award and Costs and Service Awards for four reasons. *First*, the fee request is reasonable under the “percentage-of-the-recovery” method. *Second*, the fee request is reasonable under the “lodestar”

¹ Unless otherwise indicated, capitalized terms herein have the same meaning as those in the Settlement Agreement (“S.A.”), attached as Exhibit A to the Affirmation of Gary Klinger in Support of Plaintiffs’ Unopposed Motion for Preliminary Approval of Class Action Settlement (NYSCEF Doc. No. 38).

method. *Third*, the relevant factors under New York law support the requested fee. *Fourth*, the requested Service Award for each named Plaintiff aligns with those approved by New York courts.

II. INCORPORATION BY REFERENCE

In the interests of judicial efficiency, Plaintiffs respectfully refer the Court to, and incorporate by reference, their Unopposed Motion for Preliminary Approval of Class Action Settlement and supporting memorandum filed on September 22, 2025 (NYSCEF Doc. Nos. 35-43), along with all accompanying exhibits, including the proposed Settlement Agreement, filed in conjunction therewith.

III. BACKGROUND

A. Factual Background & Procedural History

Defendant Essen is a New York-based healthcare provider that offers medical products and services to its patients. Consol. Class Action Compl., NYSCEF Doc. No. 23 (“Compl.”) ¶ 26. As a condition of receiving medical services at Essen, Essen requires its patients to disclose their highly sensitive Personal Information, including their names, Social Security numbers, driver’s license or state identification numbers, U.S. Alien Registration numbers, non-U.S. identification numbers, passport numbers, dates of birth, diagnosis, financial account information, health insurance information, lab results, medical history, medical record numbers, medical treatment, patient account numbers, patient identification numbers, physician, and/or prescription information. *Id.* ¶¶ 3, 28, 38.

On March 17, 2023, Essen experienced a data security Incident in which an unauthorized actor may have accessed Class Members’ Personal Information stored on Essen’s computer network. *Id.* ¶¶ 38, 42-46. Essen subsequently provided notice of the Incident to affected individuals. *Id.* ¶¶ 38-39.

Following public announcement of the Incident, five proposed consumer class actions relating to the Incident were commenced against Defendant by various plaintiffs in New York state court, in Bronx County. The actions alleged, *inter alia*, that Essen knew, or should have known, that its patients' Personal Information was a target for malicious actors but, despite that knowledge, it failed to implement and maintain reasonable data privacy and security measures. Compl. ¶¶ 41, 50-51, 64, 91-117. The related actions were subsequently consolidated into the first-filed *Rivera* Action (NYSCEF Doc. No. 18), and on July 22, 2024, Plaintiffs filed their Consolidated Class Action Complaint alleging the following claims for relief: negligence; negligence per se; breach of implied contract; breach of fiduciary duty; breach of confidence; violations of New York Gen. Bus. Law ("GBL") § 349; and unjust enrichment. *See* Compl.

Before initiating litigation, Class Counsel conducted an extensive pre-suit investigation, including a review of publicly available information regarding the nature, scope, and impact of the Incident, as well as the damages suffered by Plaintiffs and the proposed Class. Affirmation of Raina C. Borrelli in Support of Plaintiffs' Motion for Attorneys' Fee Award and Costs and Service Awards ("Borrelli Aff.") ¶ 2.

To conserve resources and facilitate early resolution, the Parties agreed to pursue private mediation on or around May 2025. *Id.* ¶ 6. In preparation for mediation, in July 2025, Plaintiffs served informal discovery requests, and Essen responded by providing information regarding the nature and cause of the Incident, the number and geographic distribution of affected individuals, and the types of information involved. *Id.* The Parties also prepared detailed mediation statements outlining their respective positions for the mediator's consideration. *Id.*

On June 23, 2025, the Parties participated in a full-day, arm's-length mediation session with respected mediator, Chris McDonald, of the ADR Office of Chris McDonald. *Id.* ¶ 7. With

Mr. McDonald's assistance, the Parties exchanged proposals and critically evaluated the strengths and weaknesses of their respective positions. *Id.* Notably, the Parties agreed from the outset not to negotiate attorneys' fees or service awards until after they reached an agreement on the core settlement terms. *Id.*

The Parties did not reach a resolution at mediation, but continued hard-fought, arm's-length negotiations for another six months. *Id.* ¶ 8. Finally, in or around January 2025, the Parties reached an agreement to settle this litigation in principle. *Id.* Over the following months, the Parties finalized the remaining settlement terms and prepared the proposed Notices, Claim Form, Preliminary Approval Order, and Final Approval Order, and designated a Settlement Administrator. *Id.*

On September 22, 2025, Plaintiffs filed their Unopposed Motion for Preliminary Approval of Class Action Settlement (NYSCEF Doc. Nos. 35-43), which was granted by the Court on January 27, 2026. (NYSCEF Doc. No. 45).

B. The Settlement Class & Benefits

The Settlement provides substantial relief to the Settlement Class—defined as “all natural persons who are residents of the United States whose Personal Information was potentially compromised in the Incident and were sent via U.S. Mail notice by Essen that their Personal Information may have been compromised in the Incident.” S.A. ¶ 1.44. In total, there are 907,783 Class Members. *Borrelli Aff.* ¶ 10.

The Settlement provides for a Non-Reversionary \$4,000,000.00 Settlement Fund. S.A. ¶¶ 1.45, 3.1, 3.4. The Settlement Fund will be used to pay for one or both of the following benefits: (1) up to \$5,000.00 per Class Member for Documented Losses related to the Incident; and/or (2) a pro rata Cash Fund Payment up to \$100.00. The Settlement Fund will also cover all costs of Notice

and claims administration, pay any Court-approved Service Awards, and pay any Court-approved Fee Award and Costs. *Id.* ¶¶ 3.7, 4.1.

IV. LEGAL STANDARD

Under New York Civil Practice Law and Rules (“CPLR”) § 909, courts may award attorneys’ fees when counsel secure a favorable settlement. *Richardson v. Sweetgreen, Inc.*, Index No. 151162/2022, 2025 NY Slip Op 30472(U), ¶ 4 (Sup. Ct. N.Y. County 2025); *see also Fleming v. Barnwell Nursing Home & Health Facilities, Inc.*, 56 A.D.3d 162, 164 (3d Dept 2008), *aff’d*, 15 N.Y.3d 375, 380 (2010). The proper amount of attorneys’ fees is “within the court’s discretion, but that discretion ‘is not unlimited[.]’” *Vizcaino v. Ritz Carlton Hotel Co., L.L.C.*, Index No. 607281/2016, 2020 N.Y. Misc. LEXIS 2319, at *3 (Sup. Ct., Suffolk County 2020), *report and recommendation adopted*, 2020 N.Y. Misc. LEXIS 2299, (quoting *Fleming*, 56 A.D.3d at 165). To calculate the appropriate amount of attorneys’ fees, courts may use “either the lodestar method (multiplying the hours reasonably billed by a reasonable hourly rate) or . . . [the] percentage of the recovery.” *Sweetgreen*, 2025 NY Slip Op 30472(U), ¶ 8 (citing *Fiala v Metro. Life Ins. Co.*, 27 Misc 3d 599, 610 (Sup. Ct., N.Y. County 2010)).

Moreover, New York courts find federal authority persuasive in the class action context. *Young v. N.Y.C. Transit Auth.*, Index No. 651835/2019, 2021 NY Slip Op 30371(U), ¶ 12 (Sup. Ct., N.Y. County 2021) (citing *City of New York v Maul*, 14 NY3d 499, 903 N.Y.S.2d 304 (2010)).

V. ARGUMENT

Under New York law, the requested attorneys’ fees and costs are reasonable and proper under (1) the “percentage of the recovery” method, and (2) the “lodestar” method. As explained below, the requested attorneys’ fees and costs are reasonable pursuant to (1) the percentage-of-the-recovery method, (2) the lodestar method, and (3) the relevant factors prescribed by New York law.

A. The Fee Request Is Reasonable Under the Percentage-of-the-Recovery Method

The requested fee is reasonable under the “percentage-of-the-recovery” method. *Sweetgreen*, 2025 NY Slip Op 30472(U), ¶ 8. New York Courts have historically found that the “percentage” method applies well to “common fund” settlements, like the settlement in this case. *Id.* ¶ 16; *see also Ousmane v. City of N.Y.*, 2009 NY Slip Op 50468(U), ¶ 9, 880 N.Y.S.2d 874, 874 (Sup. Ct., N.Y. County 2009); *Arnutovskaya v. Alteration Grp. of N.Y., LLC*, 2020 NY Slip Op 32004(U), 8 (Sup. Ct., N.Y. County 2020) (Where a settlement establishes a common fund, the percentage method is often preferable).

Here, the Settlement provides a robust and substantial value to the Settlement Class. *Borrelli Aff.* ¶¶ 10-11. First, the Settlement provides for a Non-Reversionary \$4,000,000.00 Settlement Fund. S.A. ¶ 1.45. Through the Settlement Fund, Class Members can claim a Documented Loss Payment up to \$5,000.00 per Class Member for losses related to the Incident *and* a flat pro rata Cash Fund Payment up to \$100.00. *Id.* ¶ 4.1. This Settlement Fund will also be used to pay any Court-awarded attorneys’ fees and costs and Plaintiffs’ Service Awards. *Id.* ¶ 3.7.

The fee request seeks one-third, or approximately 33.33%, of the Settlement Fund. *Id.* ¶ 10.1. This percentage is reasonable and routinely approved under New York law. *See, e.g., Simeus v. Lab. Worq LLC*, Index No. 159269/2022, 2025 N.Y. Misc. LEXIS 4390, at *1 (Sup. Ct., N.Y. County 2025) (awarding 33.33% in attorney fees); *Martinez v. Excell Commc’ns, Inc.*, Index No. 618753/2023, 2024 N.Y. Misc. LEXIS 62593, at *3 (Sup. Ct., Nassau County 2024) (same). Thus, the “percentage-of-the-recovery” method supports the fee request.

B. The Fee Request Is Reasonable Under the Lodestar Method

The requested attorneys' fees and costs are reasonable under the lodestar method—whereby the “hours reasonably billed” are multiplied by a “reasonable hourly rate.” *Sweetgreen*, 2025 NY Slip Op 30472(U), ¶ 8 (citing *Fiala*, 27 Misc 3d at 610); *see also Rahmey v. Blum*, 95 A.D.2d 294, 303, 466 N.Y.S.2d 350, 358 (App. Div. 2nd Dept. 1983); *M.F. v. Amida Care, Inc.*, 2022 NY Slip Op 50426(U), ¶ 3 n.1, 75 Misc. 3d 1209(A), 167 N.Y.S.3d 771 (Sup. Ct., N.Y. County 2022) (in common fund cases, are permitted to utilize the lodestar fee method, regardless of the size of the common fund). Thereafter, the court may “increase the lodestar amount by applying a multiplier[.]” *Ousmane v. City of N.Y.*, 2009 NY Slip Op 50468(U), ¶ 9, 880 N.Y.S.2d 874, 874 (Sup. Ct., N.Y. County 2009).

Here, Class Counsel has, to date, reasonably billed 712.47 hours since the inception of the case over a year ago, and this figure will continue to increase as additional work is performed in preparing for final approval and in supervising the administration of notice and settlement claims. Borrelli Aff. ¶ 12. In short, Class Counsel invested significant time by, *inter alia*, researching the Incident, including publications about dark web activity and the cybercriminal group allegedly responsible for the Incident, communicating with potential clients, drafting the complaint, exchanging and analyzing informal discovery, drafting a mediation brief and attending a full-day mediation, preparing settlement demands and negotiating the settlement for over six months after the mediation, obtaining bids from settlement administrators, and drafting the motion for preliminary approval and exhibits. *Id.* ¶ 13.

Under New York law, the “reasonable hourly rate” is “based on the customary fee charged for similar services by lawyers in the community with like experience and of comparable reputation[.]” *E. Ramapo Cent. Sch. Dist. v N.Y. Schs. Ins. Reciprocal*, 199 A.D.3d 881, 888 (2d Dept 2021). Here, the rates of Class Counsel range from \$200 (for paralegals) to \$1,295 (for

partners). Borrelli Aff. ¶ 16. Notably, courts in New York have already approved the rates of Milberg PLLC, Strauss Borrelli PLLC, Laukaitis Law LLC, and Israel David LLC as reasonable. *See, e.g., In re Christie's Data Breach Litig.*, No. 24-cv-4221, 2025 WL 2112487, at *1 (S.D.N.Y. July 28, 2025) (approving fee request); *Barbara Horvath v. Gramercy Surgery Center Inc.*, Sup. Ct., N.Y. County, Oct. 21, 2025, Cohen, J., Index No. 159212/2024, NYSCEF Doc. No. 28 (same); *Vela v. AMC Networks Inc.*, No. 23-cv-02524-ALC (S.D.N.Y. May 2024) (same); *Tuteur v. Metro. Opera Ass'n, Inc.*, No. 23-cv-3997, 2025 WL 950995, at *7 (S.D.N.Y. Mar. 27, 2025) (same).

Class Counsel incurred a lodestar of \$615,517.95. Borrelli Aff. ¶ 17. Thus, the fee request equates to a modest lodestar multiplier of 2.17, which is justified by the exceptional result obtained, the contingent risk assumed, the early resolution achieved, and the efficiency with which counsel litigated this matter. *Id.* ¶¶ 4, 10-15, 20. In analogous data breach class actions, New York federal courts have explained that “courts generally use a lodestar multiplier between two and six in complex class actions.” *Chabak v. Somnia Inc.*, No. 22-cv-9341, 2025 WL 1275214, at *2 (S.D.N.Y. Apr. 28, 2025) (emphasis added) (citing *In re Canon U.S. Data Breach Litig.*, No. 20-cv-6239, 2024 WL 3650611, at *8 (E.D.N.Y. Aug. 5, 2024)). Similarly, New York state courts have recognized that “[c]ourts regularly award lodestar multipliers of up to *eight* times the lodestar, and in some cases, even higher multipliers[.]” *Ktiolbekov v. Am. Chore Servs.*, Index No. 501883/2017, 2023 N.Y. Misc. LEXIS 60844, at *4 (Sup. Ct., Kings County 2023) (collecting cases) (emphasis added). Thus, the lodestar method also supports the fee request.

C. The Applicable Factors Support the Fee Request

When assessing a fee request, “New York courts have examined the following, largely overlapping, factors . . . [1] the time and labor required; [2] the difficulty of the questions involved; [3] the skill required to handle the issues presented; [4] the experience, ability and reputation of

counsel; [5] the proposed amount of fees; [6] the benefit resulting to the putative class from the services; [7] the customary fee charged for similar services; [8] the contingency or certainty of compensation; [9] the results obtained; and [10] the responsibility involved.” *Vizcaino*, 2020 N.Y. Misc. LEXIS 2319, at *3 (quoting *Gordon v. Verizon Communications, Inc.*, 148 A.D.3d 146, 165 (1st Dept 2017)).² As explained below, all ten factors support the fee request.

First, “the time and labor required” supports the fee request. *See Verizon*, 148 A.D.3d at 165. Here, Class Counsel litigated this case for almost two years. *Borrelli Aff.* ¶ 4. Indeed, Class Counsel attended a full-day mediation with experienced mediator Chris McDonald and subsequently engaged in extensive arm’s-length negotiations with Defendant for over six months. *Id.* ¶¶ 6-8. In total, Class Counsel invested 712.47 hours into advocating on behalf of Plaintiffs and the Settlement Class. *Id.* ¶ 12. Thus, this factor supports the fee request.

Second, “the difficulty of the questions involved” strongly supports the fee request. *See Verizon*, 148 A.D.3d at 165. As a data breach class action, this case implicated thorny questions of law and fact—which may have precluded Plaintiffs from ultimate success on the merits. *See, e.g., In re Canon*, 2024 WL 3650611, at *7 (explaining that “data breach litigation is complex and largely undeveloped”); *In re Onix Grp., LLC Data Breach Litig.*, No. 23-cv-2288, 2024 WL 5107594, *9 (E.D. Pa. Dec. 13, 2024) (“[T]here is a risk of establishing liability, and in turn, damages, because this case involves a number of open questions, including whether Defendant

² Some courts have divided these considerations into seven factors (instead of ten). *See Loughlin v. Meghji*, No. 606517/14, 2025 NY Slip Op 04467, ¶ 2 (App. Div. 2nd Dept.) (“[T]he court should consider factors such as (1) the time and labor required, the difficulty of the questions involved, and the skill required to handle the problems presented; (2) the lawyer's experience, ability, and reputation; (3) the amount involved and benefit resulting to the client from the services; (4) the customary fee charged for similar services; (5) the contingency or certainty of compensation; (6) the results obtained; and (7) the responsibility involved.”). However, for the sake of thoroughness, Plaintiffs will apply the ten-factor formulation.

owed a duty to the class to safeguard sensitive information[.]”); *Maldini v. Marriott Int’l, Inc.*, 140 F.4th 123, 138 (4th Cir. 2025) (decertifying the class in a data breach class action). Thus, this factor strongly supports the fee request.

Third, “the skill required to handle the issues presented” supports the fee request. *See Verizon*, 148 A.D.3d at 165. Given the complexity of data breach class actions, counsel must possess a substantial degree of skill to effectively “handle the issues presented[.]” *See In re Canon*, 2024 WL 3650611, *9 (noting the “uncertainty involved” in litigating a data breach class action); *Vizcaino*, 2020 N.Y. Misc. LEXIS 2319, at *14 (“Class actions . . . are inherently complex.”). Thus, this factor supports the fee request.

Fourth, “the experience, ability and reputation of counsel” supports the fee request. *See Verizon*, 148 A.D.3d at 165. Here, Class Counsel has substantial experience in analogous complex litigation, including hundreds of data breach matters involving sensitive personal information nationwide. Borrelli Aff. ¶¶ 29-32. As a result, Class Counsel has developed a reputation for effectively litigating complex class actions. *See id.* Such experience, ability, and reputation enabled Class Counsel to efficiently prosecute this case and secure the Settlement in a timely manner. *See id.* Thus, this factor supports the requested fee.

Fifth, “the proposed amount of fees” supports the fee request. *See Verizon*, 148 A.D.3d at 165. As detailed above, the requested fee is proper under both the percentage and the lodestar analysis. Thus, this factor supports the requested fee.

Sixth, “the benefit resulting to the putative class” supports the fee request. *See Verizon*, 148 A.D.3d at 165. Here, the Settlement provides substantial benefits to Class Members that will remedy the exact injuries alleged (e.g., reimbursement for Documented Losses and a Cash Fund Payment). Moreover, as explained above, the Settlement provides benefits that compare favorably

to analogous data breach settlements. *Id.* ¶ 32. Thus, this factor supports the requested fee.

Seventh, “the customary fee charged for similar services” supports the fee request. *See Verizon*, 148 A.D.3d at 165. As detailed above, the hourly rates of Class Counsel have already been approved by New York courts—additionally, the hourly rates of Class Counsel are consistent with, and in many instances below, the rates approved by courts in comparable complex litigation. *Borrelli Aff.* ¶ 16. Thus, this factor supports the requested fee.

Eighth, “the contingency or certainty of compensation” strongly supports the fee request. *See Verizon*, 148 A.D.3d at 165. Here, Class Counsel litigated this case on a wholly contingent basis. *Borrelli Aff.* ¶ 4. In doing so, Class Counsel faced the risk of zero compensation—despite having invested 712.47 hours (i.e., a lodestar of \$615,517.95) for over two years. *Id.* ¶¶ 12, 16. Thus, this factor strongly supports the requested fee.

Ninth, “the results obtained” support the fee request. *See Verizon*, 148 A.D.3d at 165. As detailed above, the Settlement provides timely and tailored relief—which meets or exceeds the relief provided by analogous data breach class action settlements. Thus, this factor supports the requested fee.

Tenth, “the responsibility involved” supports the fee request. *See Verizon*, 148 A.D.3d at 165. Here, Class Counsel consists of Raina Borrelli of Strauss Borrelli PLLC, Gary Klinger of Milberg PLLC, Andrew W. Ferich of Ahdoot & Wolfson, PC, Israel David of Israel David LLC, and Kevin Laukaitis of Laukaitis Law LLC. Class Counsel accepted the entirety of the risk and responsibility of this case. *Id.* ¶¶ 2, 4, 6-9. Thus, this factor supports the requested fee.

D. Class Counsel’s Requested Costs Are Reasonable, Incidental to Litigation, and Should Be Approved

“Courts typically allow counsel to recover their reasonable out-of-pocket expenses.” *Beckman v. KeyBank, N.A.*, 293 F.R.D. 467, 481-83 (S.D.N.Y. 2013); *In re Indep. Energy*

Holdings PLC Sec. Litig., 302 F. Supp. 2d 180, 183 n.3 (S.D.N.Y. 2003). Class Counsel here seeks reimbursement of costs and expenses totaling \$1,733.28. Borrelli Aff. ¶ 27. These expenses are of the type of expenses routinely charged to hourly clients, are appropriately documented, and were necessary and reasonable to prosecute the litigation.

E. The Service Awards Are Reasonable Under New York Law

Plaintiffs seek Service Awards of \$3,000.00 for each Class Representative, totaling \$18,000.00, which represents a modest portion of the Settlement Fund. Under New York law, such awards are appropriate to compensate class representatives for the time and effort expended in assisting with the prosecution of the litigation, the risks assumed by serving as named plaintiffs, and other burdens incurred. *Ktiolbekov*, 2023 N.Y. Misc. LEXIS 60844, at *5 (quoting *Khait v. Whirlpool Corp.*, No. 06-cv-6381, 2010 WL 2025106, at *9 (E.D.N.Y. Jan. 20, 2010)).

The requested awards are also well within the range approved by New York courts and are substantially lower than awards granted in comparable class actions. *See, e.g., Sweetgreen*, 2025 NY Slip Op 30472(U), ¶ 4 (approving a \$10,000 service award as “well within the range awarded”); *Griffin v. Gregorys Coffee Mgmt. LLC*, Index No. 153397/2018, 2024 N.Y. Misc. LEXIS 64013, at *7 (Sup. Ct., N.Y. County 2024) (approving a \$15,000 service award as “well within the range awarded”). Accordingly, the requested service awards are reasonable and should be approved.

VI. CONCLUSION

For the reasons stated, Plaintiffs respectfully request that this Court enter an order (1) granting the request for attorneys’ Fee Award and Costs; (2) awarding Plaintiffs the requested Service Awards; and (3) providing such other and further relief as the Court deems reasonable and proper.

Date: April 17, 2026

Respectfully submitted,

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CERTIFICATION PURSUANT TO RULE 202.8-b

This memorandum of law complies with the word count limitation of Rule 202.8-b of the Uniform Rules For The Supreme Court & The County Court because it contains 3,631 words, excluding the caption, title and signature block.

Dated: April 17, 2026

/s/ Israel David
Israel David