

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

KAZANDRA BARLETTI, individually, as natural parent and next friend of A.B. and C.B., minors; ANDREW RECCHILONGO; SHARONDA LIVINGSTON, individually, as natural parent and next friend of K.J., a minor; BRADLEY HAIN, individually, as natural parent and next friend of N.H. and T.H., minors; and HAILEY JOWERS, on behalf of themselves and all others similarly situated,

Plaintiffs,

v.

CONNEXIN SOFTWARE, INC. d/b/a OFFICE PRACTICUM,

Defendant.

Case No. 2:22-cv-04676-JDW

CLASS ACTION

JURY TRIAL DEMANDED

**PLAINTIFFS' MOTION FOR ATTORNEYS' FEES,
EXPENSES, AND SERVICE AWARDS**

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Pursuant to the Court's order granting preliminary approval of the proposed Settlement Agreement ("Settlement Agreement" or "SA"), Plaintiffs respectfully seek an Order approving Connexin Software, Inc. d/b/a Office Practicum ("Defendant) agreed upon payment of a \$4,000,000.00 to be allocated as follows: (i) \$1,333,333.33 for Class Counsel's attorneys' fees; (ii) \$50,000.00 for Class Counsel's litigation expenses; and (iii) \$2,500 Service Awards for the Class Representatives.

This motion is based on this notice, the accompanying Memorandum of Law, the declarations of Benjamin F. Johns, Bart D. Cohen, Andrew W. Ferich, Mark B. DeSanto, Danielle L. Perry, Marc H. Edelson, Joseph B. Kenney and J. Luke Sanderson, and all documents and arguments submitted in support thereof.

WHEREFORE, Plaintiffs respectfully request that the Court enter the [Proposed] Order awarding attorneys' fees, litigation expenses, and Settlement Administrator's fees, and class representative service awards.

Dated: June 11, 2024

Respectfully submitted,

/s/ Benjamin F. Johns

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CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 11th day of June 2024, I electronically filed the foregoing motion, along with the accompanying memorandum of law and exhibits, with the Clerk of the Court using the CM/ECF system which will send notification of such filing to the e-mail addresses denoted on the Electronic Mail notice list.

/s/ Benjamin F. Johns

Benjamin F. Johns (Pa. Bar No. 201373)

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I. INTRODUCTION

Pursuant to Fed. R. Civ. P. 23(h)(1), sections 8.1 and 9.1 of the parties' Settlement Agreement ("SA"), and the Court's preliminary approval order (ECF No. 87), Plaintiffs respectfully seek an order approving the payment of (a) \$1,333,333.33 in attorneys' fees, which represents one-third of the \$4 million Settlement Fund, and would award Class Counsel a "negative" multiplier on their lodestar figure; (b) \$50,000 in litigation expenses, which is less than the actual amount incurred; and (c) Service Awards of \$2,500 to each of the five Class Representatives.¹ If the Court approves them, each of these payments shall be deducted from the Settlement Fund. *See* SA §§ 3.7, 8.2, 9.2.

As discussed below, these payments are warranted based on the successful result achieved by Plaintiffs and Class Counsel in light of the material litigation and non-litigation risks that they faced. The parties conducted significant discovery and briefed a motion to dismiss before participating in a formal mediation with retired Judge Diane M. Welsh. Following the mediation, and further investigation and confirmatory discovery, the parties reached a negotiated resolution with Judge Welsh's assistance. While the deadlines to object to the settlement (June 25) and file claims (July 25) have not yet passed, the reaction by Class Members to date has been positive, with over 26,000 claims already having been submitted. The amounts being requested were all 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) 0.84, and their actual litigation expenses

¹ The Settlement Agreement is attached as Exhibit 1 to the Declaration of Benjamin F. Johns in Support of Plaintiffs' Unopposed Motion for Preliminary Approval of Class Action Settlement. *See* ECF No. 85-2 (Declaration), 85-3 (Settlement Agreement). Capitalized terms shall have the same meaning as assigned to them in the Settlement Agreement.

(\$55,809.65) exceed the \$50,000 they are seeking. 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

This action arose from a data security incident that Defendant Connexin Software, Inc. d/b/a Office Practicum's ("Connexin") discovered on or around August 26, 2022.² A subsequent investigation determined that a hacking group named "TommyLeaks" illegally targeted one of Connexin's servers and was able to access the personal data of approximately three million people. The initial case, *Nelson v. Connexin Software, Inc. d/b/a Office Practicum*, No. 2:22-cv-04676-JDW, was filed in this Court on November 22, 2022.

On April 28, 2023 – after several cases were consolidated and a leadership team was appointed³ – Plaintiffs filed the operative Consolidated Class Action Complaint ("CAC"). The CAC alleges that Connexin negligently failed to take reasonable measures to protect the sensitive personally identifying information and protected health information that Plaintiffs and Class Members entrusted to it. CAC ¶ 115. On May 26, 2023, Connexin filed a motion to dismiss six of the seven claims in the CAC. The Court subsequently granted the motion to dismiss, with the exception of the claim for breach of contracts to which Plaintiffs were intended third-party beneficiaries. *Barletti v. Connexin Software, Inc. d/b/a Office Practicum*,

² Plaintiffs' motion for preliminary approval (ECF No. 85) sets forth a detailed recitation of the procedural and factual background of this case. Plaintiffs repeat that here only insofar as it is relevant to the instant motion.

³ See *Nelson v. Connexin Software Inc.*, No. 2:22-CV-04676-JDW, 2023 WL 2721657 (E.D. Pa. Mar. 30, 2023).

No. 2:22-cv-04676-JDW, 2023 WL 6065884, at *2 (E.D. Pa. Aug. 17, 2023). Connexin filed an Answer to the CAC on October 30, 2023 (ECF No. 78).

Meanwhile, on July 7, 2023, the Court issued a Scheduling Order which, *inter alia*, required Plaintiffs to file their motion for class certification by December 22, 2023, and complete all discovery by April 26, 2024. The parties worked diligently on meeting these deadlines while simultaneously briefing Connexin's motion to dismiss. Those efforts included the following: (a) the Parties exchanged initial disclosures on May 19, 2023; (b) Plaintiffs served document requests and interrogatories to which Connexin responded; (c) Connexin produced (and Class Counsel reviewed) nearly 35,000 pages of documents, plus over 200 native files; (d) Connexin took the depositions of all five Plaintiffs; (e) Class Counsel took the depositions of six Connexin witnesses, including its former CEO; (f) Class Counsel oversaw the issuance of 20 subpoenas to pediatric practices across the country; and (g) Class Counsel served third-party subpoenas on Connexin parent Pamlico Capital Corp. and several vendors that worked with Connexin in the aftermath of the Data Security Incident. *See* ECF No. 85-2 ¶ 8-11.

The Parties prepared for and participated in a mediation with Judge Welsh on November 13, 2023. ECF No. 85-2 ¶ 12. After reviewing certain Connexin financial documents in consultation with an expert, Class Counsel were ultimately satisfied that accepting the \$4 million cash fund, in addition to business improvements, that was offered by Connexin was in Plaintiffs' and Class Members' best interests. The Parties then memorialized their agreement in a comprehensive settlement agreement and selected a Settlement Administrator through a competitive bidding process. Plaintiffs filed their motion for preliminary approval on February 14, 2024 (ECF No. 85), which the Court granted on March

16, 2024. *Barletti v. Connexin Software, Inc.*, No. 2:22-CV-04676-JDW, 2024 WL 1096531, at *1 (E.D. Pa. Mar. 13, 2024).

The Court’s preliminary approval order certified the following class for settlement purposes:

All natural persons whose Personal Information was compromised in the Data Security Incident that Connexin discovered on or around August 26, 2022.

Barletti, 2024 WL 1096531, at *1. The Court also approved the Parties’ proposed Notice Plan, finding that it “satisfies Rule 23 and will provide class members with direct, reasonable notice to give them the opportunity to evaluate their rights in this case.”⁴ *Id.* at *8. Notice was subsequently disseminated in accordance with the Court’s order, and a final approval hearing has been scheduled for July 24, 2024.

The Notice and the Settlement Website specifically disclose the requested amounts of attorneys’ fees, expenses and service awards.⁵ There is no clear sailing clause in the Settlement Agreement;⁶ while Connexin agrees that the Settlement Administrator will pay any fees or expenses ultimately awarded by the Court (SA § 9.2), Connexin also “expressly reserves the right to challenge or object to Plaintiffs’ requested Fee Award and Costs.” *Id.* § 9.4.

⁴ The Court also suggested clarifying the Short Form Notice in certain respects. *Id.* at *8. Per the Court’s guidance, the Parties incorporated certain changes in accordance with the Preliminary Approval Order before the Short Form Notice was finalized and disseminated.

⁵ See <https://www.connexinadatasettlement.com/Home/Faq> (last visited June 10, 2024).

⁶ *Cf. In re Wawa, Inc. Data Sec. Litig.*, No. 19-cv-6019, 2024 WL 1557366, at *6 (E.D. Pa. Apr. 9, 2024) (the Third Circuit defines a clear-sailing term – which “deserves careful scrutiny” – as an agreement by the defense ‘not to contest class counsel’s request for attorneys’ fees up to an agreed amount’) (quoting *In re Wawa, Inc. Data Sec. Litig.*, 85 F.4th 712, 725 (3d Cir. 2023)).

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 \$4 million Settlement Fund provides a significant benefit to Class Members. In addition to the credit monitoring and monetary payments it makes available, the Settlement also encompasses a non-monetary component (discussed *infra*). This *Gunter* factor is, therefore, satisfied. See *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 only objection received to date was filed by Michael-James: Krussell [R], a

self-described “sovereign natural man.” ECF No. 16 in *Barletti*. Mr. Krussell [R]’s generalized objection to the settlement does not address the requested attorneys’ fees, expenses or service awards. This lends support to this *Gunter* factor. *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 June 25, 2024. 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* ECF No. 47 (Order appointing leadership). 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 over a year and a half. *See* Declarations of Benjamin F. Johns, Bart D. Cohen, Andrew W. Ferich, Mark B. DeSanto, Danielle L. Perry, Marc H. Edelson, Joseph B. Kenney, J. Luke Sanderson; Exhibits 1-8. This *Gunter* factor is satisfied. *See Fulton-Green v. Accolade, Inc.*, No. 18-cv-274, 2019 WL 4677954, at *13 (E.D. Pa. Sept. 24, 2019) (Pratter, J.).

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).

Aside from the generic litigation risks inherent in all class actions (and data breaches in particular), Plaintiffs here were also faced with the prospect of Connexin filing for bankruptcy in the absence of this settlement. As the Court aptly recognized in its order granting preliminary approval to the settlement, “[s]uch a filing would have left class members as unsecured creditors with unliquidated claims, meaning that they likely would not have recovered much, if anything, as part of a reorganization or liquidation.” *Barletti*, 2024 WL 1096531, at *5. Class Counsel nevertheless devoted thousands of 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 2,204.15 hours on this case through May 31, 2024. Charts summarizing the hours and lodestar each Plaintiffs' counsel firm incurred, by biller, in the prosecution of this matter are contained in the declarations from each firm. Among other tasks, Class Counsel engaged in significant written discovery with Connexin, took and defended multiple depositions, briefed a motion to dismiss, consulted with experts, served subpoenas on dozens of third parties, mediated with Judge Welsh, and memorialized the various settlement documents to present to the Court. 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 33% attorneys’ fees Class Counsel requests is within this range. *See 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 \$1,333,333.33 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% 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 and monetary benefits made available as part of the Settlement, Plaintiffs have also negotiated a commitment that Connexin will comply with a set of voluntary compliance standards related to the best practices for storage of customer data (“SOC II certification”) over the next four years. SA § 2. This and other business changes intended to strengthen Connexin’s data and information security are estimated to cost upwards of \$1,500,000.00. *Id.* 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 \$1,632,681.35 is based on 2,204.15 billable hours (through the end of May⁷). The chart below summarizes the time invested by the various firms

⁷ This figure does not account for any billable time incurred after May 31, such as working on this brief and preparing for the July 24 final approval hearing or overseeing the claims administration process. *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.”).

that worked on this case; additional details about the work performed by each firm are set forth in Exhibits 1 through 8.

Firm	Hours	Lodestar	Declaration Exhibit No.
Shub & Johns LLC	1,296.60	\$911,048.10	1
Bailey & Glasser LLP	507.60	\$483,683.00	2
Ahdoot & Wolfson, PC	170.90	\$87,567.50	3
Berger Montague	52.50	\$35,949.00	4
Mason LLP	63.40	\$29,110.00	5
Edelson Lechtzin LLP	57.0	\$56,797.50	6
Sauder Schelkopf LLC	24.70	\$15,727.50	7
Wampler, Carroll, Wilson & Sanderson P.C.	31.45	\$12,798.75	8
TOTALS	2,204.15	\$1,632,681.35	

As set forth in the accompanying declarations of 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) (ECF 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 (\$1,632,681.35) is higher than the requested fee (\$1,333,333.33), the cross-check yields a negative multiplier of 0.81. 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 \$55,809.65 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 declarations of 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”). The requested \$50,000 in expenses is reasonable here, particularly given that the actual expenses incurred was \$55,809.65.

C. The Requested Service Awards Are Reasonable

Finally, Plaintiffs request approval of \$2,500 Service Awards to each of the five Class Representatives (totaling \$12,500) for their time and effort pursuing the litigation on behalf of the Class.⁸ Each of these Plaintiffs produced written discovery responses, prepared for and participated in a deposition, and actively participated in the litigation and settlement of this matter. 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

⁸ As with the attorneys’ fees and expenses, any service award amounts approved by the Court will be paid from the Settlement Fund. SA § 8.2.

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 fees, expenses and incentive awards requested herein.

Dated: June 11, 2024

Respectfully submitted,

/s/ Benjamin F. Johns

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Plaintiffs' Steering Committee

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

KAZANDRA BARLETTI, individually,
as natural parent and next friend of A.B.
and C.B., minors; ANDREW
RECCHILONGO; SHARONDA
LIVINGSTON, individually, as natural
parent and next friend of K.J., a minor;
BRADLEY HAIN, individually, as natural
parent and next friend of N.H. and T.H.,
minors; and HAILEY JOWERS, on behalf
of themselves and all others similarly
situated,

Plaintiffs,

v.

CONNEXIN SOFTWARE, INC. d/b/a
OFFICE PRACTICUM,

Defendant.

Case No. 2:22-cv-04676-JDW

CLASS ACTION

JURY TRIAL DEMANDED

**[PROPOSED] ORDER GRANTING PLAINTIFFS' MOTION FOR
ATTORNEYS' FEES, EXPENSES, AND SERVICE AWARDS**

Whereupon, the Court having considered Plaintiffs' Motion for Attorneys' Fees, Expenses and Service Awards (the "Motion"), as well as the argument presented at the July 24, 2024 final approval hearing (the "Fairness Hearing"), it is **ORDERED** that the Motion is **GRANTED** as follows:

1. Plaintiffs' counsel are awarded one-third of the \$4,000,000 Settlement Fund as attorneys' fees.

2. Plaintiffs' counsel are awarded \$50,000 for their litigation expenses, to be paid from the Settlement Fund.

3. Plaintiffs Kazandra Barletti, individually and as the parent of minors A.B. and C.B.; Andrew Recchilongo; Sharonda Livingston, individually and as the parent of minor K.J.; Bradley Hain, individually and as the parent of minors N.H. and T.H.; and Hailey Jowers are each individually awarded \$2,500 as a Service Award in recognition of their efforts on behalf of the Settlement Class, which shall be paid out of the Settlement Fund.

IT IS SO ORDERED.

Date: _____, 2024.

HONORABLE JOSHUA D. WOLSON
UNITED STATES DISTRICT JUDGE

EXHIBIT 1

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

KAZANDRA BARLETTI, individually, as natural parent and next friend of A.B. and C.B., minors; ANDREW RECCHILONGO; SHARONDA LIVINGSTON, individually, as natural parent and next friend of K.J., a minor; BRADLEY HAIN, individually, as natural parent and next friend of N.H. and T.H., minors; and HAILEY JOWERS, on behalf of themselves and all others similarly situated,

Plaintiffs,

v.

CONNEXIN SOFTWARE, INC. d/b/a
OFFICE PRACTICUM,

Defendant.

Case No. 2:22-cv-04676-JDW

CLASS ACTION

JURY TRIAL DEMANDED

**DECLARATION OF BENJAMIN F. JOHNS IN SUPPORT OF PLAINTIFFS'
MOTION FOR ATTORNEYS' FEES, EXPENSES, AND SERVICE AWARDS**

I, Benjamin F. Johns, declare:

1. I am an attorney admitted to practice before this Court and before the Supreme Courts of Pennsylvania and New Jersey. I am a co-founding partner of the Shub & Johns LLC law firm based in Conshohocken. I make the foregoing declaration based upon personal knowledge and, if compelled to testify as a witness, would testify competently thereto.

2. As the Court is aware, this matter involves a data breach which occurred at Connexin in August of 2022. My firm filed a putative class action in this Court on behalf of Plaintiff Kazandra Barletti on December 14, 2022. *Barletti v. Connexin Software, Inc. d/b/a Office Practicum*, No. 2:22-cv-04979-JDW.

3. On December 15, 2022, the Court issued an order to show cause why *Barletti* should not be consolidated with *Nelson v. Connexin Software, Inc. d/b/a Office Practicum*, No. 2:22-cv-04676-JDW. We responded to that order on December 23, 2022 and, on December 27, the Court issued an order consolidating these two actions pursuant to Fed. R. Civ. P. 42. The Court also scheduled a telephonic status conference for January 11, 2023.

4. On January 12, 2023, the Court issued an order memorializing what was discussed with counsel for the parties during the January 11 call. In that order, the Court consolidated several additional cases that had since been filed, and set a schedule for the filing of motions for the appointment of Plaintiffs' lead counsel.

5. After applications for the appointment of lead counsel were filed, the Court issued an order appointing Bart Cohen of Bailey & Glasser LLP (counsel for the Plaintiff in the *Nelson* action) and me as interim co-lead counsel. *Nelson v. Connexin Software Inc.*, No. 2:22-cv-04676-JDW, 2023 WL 2721657 (E.D. Pa. Mar. 30, 2023). The Court also appointed a Plaintiffs' Steering Committee comprised of Andrew Ferich of Ahdoot & Wolfson PC, Mark DeSanto of Sauder Schelkopf LLC,¹ Danelle Perry of Mason LLP, and Marc Edelson of Edelson Lechtzin LLP, and Michael McShane of Audet Partners LLP. *Id.*

6. Upon the appointment of Plaintiffs' leadership team, Mr. Cohen and I prepared and sent a time reporting protocol to members of the Plaintiffs' Steering Committee. This memorandum, dated April 5, 2024, addressed the expectations for recording billable time, and also requested that all counsel report their time to interim co-lead counsel on a monthly basis for the duration of the case.

¹ Mr. DeSanto has since joined the Berger Montague law firm.

7. On April 28, 2023, Plaintiffs filed a consolidated amended complaint (ECF No. 49²). Prior to doing so, the Plaintiffs' team interviewed and vetted numerous potential plaintiffs.

8. Connexin filed a partial motion to dismiss on May 26, 2024 (ECF No. 52). Thereafter, the Court ordered the parties to participate in a pre-motion conference pursuant to Section II.B.4 of the Court's Policies and Procedures (ECF No. 53).

9. The parties participated in a telephone conference with the Court on June 1, 2023, after which a briefing schedule for Connexin's motion to dismiss was entered (ECF Nos. 54 & 55). In advance of the conference, the parties conferred with each other and submitted a comprehensive joint letter to the Court, dated May 26, 2023, which set forth the parties' respective arguments as to the merits of each claim asserted in the consolidated amended complaint.

10. On July 6, 2023, the parties participated in a Rule 16 conference with the Court. (ECF No. 61). The following day, the Court issued a scheduling order which, among other things, required that Plaintiffs' motion for class certification be filed by December 22, 2023 and ordered that the parties complete discovery by April 26, 2024. (ECF No. 62). The Court thereafter convened periodic teleconferences with counsel for the parties to discuss discovery and the overall progress of the case.

11. On August 17, 2023, the Court issued an order that granted in part and denied in part Connexin's motion to dismiss. *Barletti v. Connexin Software, Inc.*, No. 2:22-CV-04676-JDW, 2023 WL 6065884 (E.D. Pa. Aug. 17, 2023). Thereafter, only Plaintiffs' negligence and intended third party beneficiary claims remained in the case.

12. The parties engaged in extensive discovery on a parallel track to the aforementioned briefing on Connexin's motion to dismiss. The Court entered the parties' stipulated protective

² The docket entries are to the consolidated docket, 2:22-cv-04676-JDW.

order and ESI order on July 5, 2023 and August 29, 2023, respectively. (ECF Nos. 60 & 71).

Discovery in this case included the following activities:

- a. The parties exchanged initial disclosures on May 19, 2023.
- b. Plaintiffs served document requests and interrogatories to which Connexin responded.
- c. Connexin produced (and Plaintiffs' counsel reviewed) nearly 35,000 pages of documents, plus over 200 native files.
- d. Connexin took the depositions of all five Plaintiffs who remained in the case.³
- e. Connexin served written discovery requests of the Plaintiffs, to which they responded.
- f. Plaintiffs' counsel took the depositions of six Connexin witnesses, including its former CEO, current CFO, and Health IT Compliance Officer.
- g. Plaintiffs' counsel subpoenaed 20 of the relevant pediatric practices from across the country.
- h. Plaintiffs' counsel also served third party subpoenas on Pamlico Capital Corp. and several vendors that worked with Connexin in the aftermath of the Data Security Incident.

13. The parties agreed to participate in a mediation with Hon. Diane M. Welsh (Ret.) on November 13, 2023. In advance of that mediation, the parties drafted and exchanged mediation statements and other relevant materials.

14. As discussed in paragraphs 14-17 of my declaration submitted in support of Plaintiffs' motion for preliminary approval, we retained a financial expert to assess the veracity of certain "ability to pay" issues raised by Connexin during the course of these settlement negotiations (ECF 85-2).

15. We were ultimately satisfied that the proposed settlement now before the Court – a \$4 million non-reversionary fund, plus another \$1.5 million in data security enhancements – is an

³ Plaintiff Ikram Chowdhury filed a stipulated notice of voluntary dismissal on November 14, 2023. (ECF No. 80).

outstanding result for our clients and the putative class considering the various litigation and non-litigation risks that they would have faced had the case continued.

16. Based on my experience serving as lead counsel in numerous data breach cases both in this Court and across the country,⁴ I respectfully submit that this settlement meets Fed. R. Civ. P. 23(e)(2)'s requirement of being fair, reasonable and adequate. *See Checchia v. Bank of Am., N.A.*, No. 21-cv3585, 2023 WL 6167271, at *1 (E.D. Pa. Sept. 21, 2023) (granting final approval to a class action settlement in light of, *inter alia*, "the opinion of competent counsel concerning such matters.").

17. The Court granted preliminary approval to the settlement on March 13, 2024. *Barletti v. Connexin Software, Inc.*, No. 2:22-cv-04676-JDW, 2024 WL 1096531 (E.D. Pa. Mar. 13, 2024). Both before and after filing that motion, my co-counsel and I spent considerable time working on settlement related tasks. This activity included soliciting bids from claims administrators, drafting the claim forms and notice documents, reviewing the settlement website,⁵ speaking with dozens of class members who have contacted us, and preparing the motions for preliminary and final approval of the settlement.

18. All of the work performed by Plaintiffs' counsel in this case has been done on a contingency fee basis. Likewise, the Plaintiffs' firms working on this matter have advanced all of the litigation costs (totaling approximately \$55,809.65 in the aggregate).

⁴ *See e.g. Hiley v. CorrectCare Integrated Health, Inc.*, No. 5:22-cv-319-DCR (E.D. Ky.); *Lindquist v. NCB Mgmt. Servs., Inc.*, No. 23-cv-1236-KNS (E.D. Pa. June 5, 2023); *In re Wawa, Inc. Data Security Litig.*, No. 2:19-cv-06019-GEKP (E.D. Pa); *Gordon et al. v. Chipotle Mexican Grill, Inc.*, No. 17-cv-01415-CMA (D. Colo.); *Perdue v. Hy-Vee, Inc.*, No. 1:19-cv-01330-MMM (C.D. Ill. Jan. 25, 2021); *Kyles v. Stein Mart, Inc.*, No. 1:19-cv-00483-CFC (D. Del.); *Bray et al. v. GameStop Corp.*, No. 1:17-cv-01365- JEJ (D. Del.); *In re Rutter's Inc. Data Security Breach Litig.*, No. 1:20-cv-382-CCC-KM (M.D. Pa.); *Kostka v. Dickey's Barbecue Restaurants, Inc.*, No. 3:20-cv-03424-K (N.D. Tex.).

⁵ <https://www.connexindatasettlement.com/> (last visited June 11, 2024).

19. The timekeepers at my law firm, Shub & Johns LLC, billed the following from the inception of this case until May 31, 2024:

SHUB & JOHNS LLC TIME REPORT				
Name	Title	Rate	Time	Lodestar
Aidan Miller	Law Clerk	\$450	0.75	\$337.50
Andrea Bonner	Associate	\$650	48.63	\$31,609.50
Benjamin Johns	Partner	\$915	526.5	\$481,747.50
Damian Gomez	Paralegal	\$275	25.30	\$6,957.50
Daniel Tomascik	Paralegal	\$275	10.84	\$2,981.00
Dawn Tormey	Legal Assistant	\$275	8.00	\$2,200.00
Diane Danois	Contract Attorney	\$525	148.50	\$77,962.5
Jonathan Shub	Partner	\$975	32.70	\$31,882.50
Lacey Russo	Paralegal	\$300	121.90	\$36,570.00
Nailah Bjotvedt	Law Clerk	\$295	56.46	\$16,655.70
Samantha Holbrook	Partner	\$800	254.70	\$203,760.00
Zaven Hamazaspyan	Law Clerk	\$295	62.32	\$18,384.40
		TOTAL	1296.60	\$911,048.10

20. I am of the opinion that this billable time was reasonable and necessary to the prosecution and settlement of this case. This time was contemporaneously recorded and was billed in six minute increments.

21. From the inception of this case until June 5, 2024, my firm incurred the following litigation expenses:

SHUB & JOHNS LLC LITIGATION EXPENSES	
Category Name	Total Expenses per Category
Case Initiation & Startup Costs	\$2,080.37
Electronic Research	\$722.89
Filing Fees	\$1,034.00
Litigation Fund (from which common expenses, such as court reporting invoices, were paid)	\$11,963.15
Meals	\$795.49
Mediation	\$5,183.75
Professional Services/Experts	\$1,804.23
Travel Related Expenses	\$361.85
Total	\$23,945.73

22. These expenses were necessary to the effective prosecution of the case, and are of the type that are ordinarily billed by attorneys to paying clients in the marketplace.

I declare under penalty of perjury that the foregoing is true and correct. Executed this 11th day of June, 2024 in Upper Darby, Pennsylvania.

Respectfully submitted,



Benjamin F. Johns
(PA Bar No. 201373)

EXHIBIT 2

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

KAZANDRA BARLETTI, individually, as natural parent and next friend of A.B. and C.B., minors; ANDREW RECCHILONGO; SHARONDA LIVINGSTON, individually, as natural parent and next friend of K.J., a minor; BRADLEY HAIN, individually, as natural parent and next friend of N.H. and T.H., minors; and HAILEY JOWERS, on behalf of themselves and all others similarly situated,

Plaintiffs,

v.

CONNEXIN SOFTWARE, INC. d/b/a
OFFICE PRACTICUM,

Defendant.

Case No. 2:22-cv-04676-JDW

CLASS ACTION

JURY TRIAL DEMANDED

**DECLARATION OF BART D. COHEN IN SUPPORT OF PLAINTIFFS'
MOTION FOR ATTORNEYS' FEES, EXPENSES, AND SERVICE AWARDS**

I, Bart D. Cohen declare:

1. I am an attorney admitted to practice before the Commonwealth of Pennsylvania, and Of Counsel at Bailey Glasser LLP. I am also admitted to practice in this District. I make the following declaration based upon personal knowledge and, if compelled to testify as a witness, would testify competently thereto.

2. As the Court is aware, this matter involves a data breach which occurred at Connexin in August of 2022. My firm represents Sharonda Livingston in this matter. On November 22, 2022 my firm filed a putative class action in this Court, *Nelson v. Connexin Software Inc.*, No. 2:22-cv-4676 (E.D. Pa.). On January 10, 2023, my firm filed an additional putative class action in this Court, *Rodriguez v. Connexin Software Inc.*, No. 2:23-cv-00098 (E.D. Pa.).

3. Before filing actions on behalf of Ms. Nelson and Ms. Rodriguez, my firm conducted factual and legal research into the issues surrounding the data breach, drafted, and obtained client approval of the complaints, and filed them in this Court. My firm conducted additional factual and legal research into the issues surrounding the data breach, drafted, and obtained client approval from Ms. Livingston for the Consolidated Class Action Complaint.

4. Over the course of this case, my firm served as Interim Class Counsel, and worked with Interim Class Counsel Shub & Johns LLC and others to advance the litigation on behalf of my client and the putative class. This work has included responsibility for every aspect of the case, including drafting pleadings and briefs, serving and responding to written discovery, taking and defending depositions, administrative matters, dealing with experts, and negotiating and administering the pending settlement.

5. All of the work performed by my firm in this case has been done on a contingency fee basis. All of the litigation costs were similarly advanced by my firm with no guarantee of recovery.

6. The timekeepers at my law firm billed the following from the inception of this case until May 31, 2024:

Timekeeper	Title	Year of Admission	Rate	Billable Hours	Lodestar
Lawrence J. Lederer	Partner	1987	1,075.00	3.5	3,762.50
Jonathan R. Marshall	Partner	2007	880.00	3.6	3,168.00
David L. Selby	Partner	1991	880.00	0.5	440.00
Kate E. Charonko	Partner	2011	750.00	0.4	300.00
Bart D. Cohen	Of Counsel	1990	1,075.00	404.1	434,407.50
Jennifer Duffy	Contract Lawyer	1994	750.00	24.0	18,000.00
Susan K. Scafidi	Paralegal		290.00	7.0	2,030.00

Timekeeper	Title	Year of Admission	Rate	Billable Hours	Lodestar
Jordan R. Miner	Paralegal		350.00	0.3	105.00
Gabriel R. Dos Santos	Paralegal		350.00	59.2	20,720.00
Jessica R. Suschak	Other		150.00	5.0	750.00
			TOTALS	507.6	\$483,683.00

7. This time was kept contemporaneously with billable work as it was performed on the case. I am of the opinion that this billable time was reasonable and necessary to the prosecution and resolution of this matter.

8. From the inception of this case until May 31, 2024, my firm incurred the following litigation expenses:

Expense Category	Amount
Arbitrators/Mediators	5,183.75
Court Fees	804.00
Deposition Transcripts	388.35
Experts/Consultants	2,255.00
Litigation Support Vendor	4,981.01
Litigation Fund	7,070.00
Mileage	28.82
Online Research	1,892.42
Outside Delivery Services	140.34
Outside Printing	20.80
Travel	1,721.45
Total	\$24,485.94

9. These expenses were necessary to the effective prosecution of the case, and are of the type that are ordinarily billed by attorneys to paying clients in the marketplace. They are reflected in the books and records at my firm.

I declare under penalty of perjury that the foregoing is true and correct. Executed this 10th day of June, 2024 in Philadelphia, Pennsylvania

Respectfully submitted,



Bart D. Cohen

EXHIBIT 3

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

KAZANDRA BARLETTI, individually, as natural parent and next friend of A.B. and C.B., minors; ANDREW RECCHILONGO; SHARONDA LIVINGSTON, individually, as natural parent and next friend of K.J., a minor; BRADLEY HAIN, individually, as natural parent and next friend of N.H. and T.H., minors; and HAILEY JOWERS, on behalf of themselves and all others similarly situated,

Plaintiffs,

v.

CONNEXIN SOFTWARE, INC. d/b/a
OFFICE PRACTICUM,

Defendant.

Case No. 2:22-cv-04676-JDW

CLASS ACTION

JURY TRIAL DEMANDED

**DECLARATION OF ANDREW W. FERICH IN SUPPORT OF PLAINTIFFS'
MOTION FOR ATTORNEYS' FEES, EXPENSES, AND SERVICE AWARDS**

I, Andrew W. Ferich, declare:

1. I am a partner of Ahdoot & Wolfson, PC, and a member in good standing of the bars of the commonwealth of Pennsylvania, state of New Jersey, and the District of Columbia. I make the following declaration based upon personal knowledge and, if compelled to testify as a witness, would testify competently thereto.

2. This matter involves a data breach which occurred at Connexin in August of 2022. My firm represents Andrew Recchilongo, a lead plaintiff and class representative in this matter. On January 6, 2023, my firm filed a putative class action in this Court. *See Recchilongo v. Connexin Software, Inc., d/b/a Office Practicum*, No. 2:23-00068 (E.D. Pa.).

3. Before filing this action on behalf of Mr. Recchilongo, my firm conducted factual and legal research into the issues surrounding the data breach, drafted and obtained client approval to file a complaint, and filed the complaint in this Court.

4. Over the course of this case, my firm worked directly with appointed class counsel to advance the litigation on behalf of my client and the putative class. This work has included the following: reviewing and revising the operative complaint, assisting in briefing a motion to dismiss, keeping client abreast of all material developments in the lawsuit, primarily running third-party document discovery on Connexin's clients—pediatric practice groups—and reviewing those documents, reviewing and responding to plaintiff discovery, defending a deposition of my client Mr. Recchilongo, participating in calls convened by co-lead counsel, and reviewing, revising, and providing comments on the Settlement Agreement and related documents.

5. All the work performed by my firm in this case has been done on a contingency fee basis. All the litigation costs were similarly advanced by my firm with no guarantee of recovery.

6. The timekeepers at my law firm billed the following from the inception of this case until June 4, 2024:

Name	Title	Rate	Time	Lodestar
Andrew Ferich	Partner	\$850	74.4	\$63,240.00
Deborah De Villa	Associate	\$675	0.3	\$202.50
Sarper Unal	Associate	\$550	0.5	\$275.00
Carlyne Wagner	Associate	\$500	1.7	\$850.00
Chloe DeOnna	Associate	\$500	4.2	\$2,100.00
Heidi Liivamagi	Paralegal	\$250	64.0	\$16,000.00
Laura Lowe	Paralegal	\$250	5.9	\$1,475.00
Michelle Montecalvo	Paralegal	\$250	4.4	\$1,100.00
Catherine Santos	Legal Assistant	\$150	15.5	\$2,325.00
		TOTALS	170.9	\$87,567.50

7. This time was kept contemporaneously with billable work as it was performed on the case. It is my opinion that this billable time was reasonable and necessary to the prosecution and resolution of this matter.

8. From the inception of this case until June 4, 2024, my firm incurred the following litigation expenses:

Ahdoot & Wolfson Expenses	
Description	Amount
Filing Fees and Transcripts	\$402.00
Attorney Service Fees	\$1,973.11
Electronic Research	\$55.70
Case-Related Travel Expenses	\$291.46
Case Initiation and Start-Up Costs	\$1,090.00
Total	\$3,812.27

9. These expenses were necessary to the effective prosecution of the case and are of the type that are ordinarily billed by attorneys to paying clients in the marketplace. They are reflected in the books and records at my firm.

I declare under penalty of perjury that the foregoing is true and correct. Executed this 4th day of June, 2024 in Radnor, Pennsylvania.

Respectfully submitted,

/s/ Andrew W. Ferich
 Andrew W. Ferich (PA ID 313696)
AHDOOT & WOLFSON, PC
 201 King of Prussia Road, Suite 650
 Radnor, PA 19087
 aferich@ahdootwolfson.com

EXHIBIT 4

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

KAZANDRA BARLETTI, individually, as natural parent and next friend of A.B. and C.B., minors; ANDREW RECCHILONGO; SHARONDA LIVINGSTON, individually, as natural parent and next friend of K.J., a minor; BRADLEY HAIN, individually, as natural parent and next friend of N.H. and T.H., minors; and HAILEY JOWERS, on behalf of themselves and all others similarly situated,

Plaintiffs,

v.

CONNEXIN SOFTWARE, INC. d/b/a
OFFICE PRACTICUM,

Defendant.

Case No. 2:22-cv-04676-JDW

CLASS ACTION

JURY TRIAL DEMANDED

**DECLARATION OF MARK B. DESANTO IN SUPPORT OF PLAINTIFFS'
MOTION FOR ATTORNEYS' FEES, EXPENSES, AND SERVICE AWARDS**

I, Mark B. DeSanto, declare:

1. I am an attorney admitted to practice before the Commonwealth of Pennsylvania, and the states of New Jersey and Florida, and an attorney at Berger Montague PC. I am admitted to the United States District Court for the Eastern District of Pennsylvania. I make the following declaration based upon personal knowledge and, if compelled to testify as a witness, would testify competently thereto.

2. As the Court is aware, this matter involves a data breach which occurred at Connexin in August of 2022. My firm represents Andrew Recchilongo in this matter. On January

6, 2023, I—along with co-counsel, Andrew Ferich of Ahdoot & Wolfson, P.C.—filed a putative class action in this Court, *Recchilongo v. Connexin Software, Inc.*, 2:23-cv-00068 (E.D. Pa.).¹

3. Before filing this action on behalf of Andrew Recchilongo, my firm conducted factual and legal research into the issues surrounding the data breach, drafted and obtained client approval of a complaint, and filed it in this Court.

4. Over the course of this case, my firm worked with co-counsel to advance the litigation on behalf of my client and the putative class. This work has included the following (among others): working with the client to gather facts related to his claims and the case, investigating the data breach, drafting the complaint, conducting extensive third-party discovery, keeping client abreast of the lawsuit, and participating in calls convened by co-lead counsel.

5. All of the work performed by my firm in this case has been done on a contingency fee basis. All of the litigation costs were similarly advanced by my firm with no guarantee of recovery.

6. The timekeepers at my law firm, Berger Montague PC, billed the following from the inception of this case until May 31, 2024:

Timekeeper	Title	Year of Admission	Rate	Billable Hours	Lodestar
Drake, E. Michelle	Partner	2001	\$1,180	0.4	\$472.00
Albanese, John	Partner	2012	\$865	0.5	\$432.50
DeSanto, Mark	Senior Counsel	2013	\$740	39.6	\$29,304.00
Singh, Sonjay	Associate	2021	\$525	7.4	\$3885.00

¹ After filing the aforementioned case, I ceased working at Sauder Schelkopf LLC and began working at my current law firm, Berger Montague PC on May 8, 2023. The time and expenses listed herein do not include those that were accrued at Sauder Schelkopf LLC (and included in the Declaration of Joseph B. Kenney filed contemporaneously herewith) and, instead, are limited to only to the time and expenses I accrued at Berger Montague PC.

Hibray, Jean	Paralegal		\$450	3.3	\$1,485.00
Gionnette, Julie	Paralegal		\$285	1.3	\$370.50
			TOTALS	52.50	\$35,949.00

7. This time was kept contemporaneously with billable work as it was performed on the case. I am of the opinion that this billable time was reasonable and necessary to the prosecution and resolution of this matter.

8. From the inception of this case until May 31, 2024, my firm incurred the following litigation expenses:

Expense Category	Amount
Service of Process	\$3,250.00
Computer Research (Westlaw)	\$49.26
Total	\$3,299.26

9. These expenses were necessary to the effective prosecution of the case, and are of the type that are ordinarily billed by attorneys to paying clients in the marketplace. They are reflected in the books and records at my firm.

I declare under penalty of perjury that the foregoing is true and correct. Executed this fourth day of June, 2024 in Philadelphia, Pennsylvania.

Respectfully submitted,

/s/ Mark B. DeSanto

EXHIBIT 5

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

KAZANDRA BARLETTI, individually, as natural parent and next friend of A.B. and C.B., minors; ANDREW RECCHILONGO; SHARONDA LIVINGSTON, individually, as natural parent and next friend of K.J., a minor; BRADLEY HAIN, individually, as natural parent and next friend of N.H. and T.H., minors; and HAILEY JOWERS, on behalf of themselves and all others similarly situated,

Plaintiffs,

v.

CONNEXIN SOFTWARE, INC. d/b/a
OFFICE PRACTICUM,

Defendant.

Case No. 2:22-cv-04676-JDW

CLASS ACTION

JURY TRIAL DEMANDED

**DECLARATION OF DANIELLE L. PERRY IN SUPPORT OF PLAINTIFFS'
MOTION FOR ATTORNEYS' FEES, EXPENSES, AND SERVICE AWARDS**

I, Danielle L. Perry, declare:

1. I am an attorney admitted to practice before the state of California and the District of Columbia, and a partner at Mason LLP. I am admitted pro hac vice in this Court. Doc. No. 33. I make the following declaration based upon personal knowledge and, if compelled to testify as a witness, would testify competently thereto.

2. As the Court is aware, this matter involves a data breach which occurred at Connexin in August of 2022. My firm represents Ikram Chowdhury in this matter. On January 18, 2023, my firm filed a putative class action in this Court, *Chowdhury v. Connexin Software, Inc.*, Case No. 2:23-cv-00165.

3. Before filing this action on behalf of Mr. Chowdurry, my firm conducted factual and legal research into the issues surrounding the data breach, drafted and obtained client approval of a complaint, and filed it in this Court.

4. Over the course of this case, my firm worked with co-counsel to advance the litigation on behalf of the putative class. This work has included the following: reviewing the operative complaint, reviewing briefing for the motion to dismiss and other motions, preparing discovery, keeping client abreast of the lawsuit, and participating in calls convened by co-lead counsel.

5. All of the work performed by my firm in this case has been done on a contingency fee basis. All of the litigation costs were similarly advanced by my firm with no guarantee of recovery.

6. The timekeepers at my law firm billed the following from the inception of this case until May 31, 2024:

Timekeeper	Title	Year of Admission	Rate	Billable Hours	Lodestar
Danielle Perry	Partner	2013	750	11.2	8,400
Lisa White	Staff Attorney	2007	850	7.5	6,375
Salena Chowdhury	Associate Attorney	2022	425	21.5	9,137.50
Taylor Heath	Paralegal		225	5.8	1,305
Jenni Suhr	Paralegal		225	17.1	3,847.50
Cat Sanders	Client Specialist		150	.2	30
Carol Corneilse	Client Specialist		150	.1	15
			TOTALS	63.4	\$29,110.00

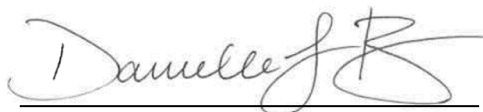
7. This time was kept contemporaneously with billable work as it was performed on the case. I am of the opinion that this billable time was reasonable and necessary to the prosecution and resolution of this matter.

8. From the inception of this case until May 31, 2024, my firm incurred the following litigation expenses: n/a.

Expense Category	Amount
Total	\$0

I declare under penalty of perjury that the foregoing is true and correct. Executed this 4th day of June, 2024 in Davidsonville, Maryland.

Respectfully submitted,



Danielle L. Perry

MASON LLP

5335 Wisconsin Avenue NW, Suite 640

Washington, D.C. 20015

Phone: (202) 429-2290

dperry@masonllp.com

Counsel for Plaintiffs and the Class

EXHIBIT 6

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

KAZANDRA BARLETTI, individually, as natural parent and next friend of A.B. and C.B., minors; ANDREW RECCHILONGO; SHARONDA LIVINGSTON, individually, as natural parent and next friend of K.J., a minor; BRADLEY HAIN, individually, as natural parent and next friend of N.H. and T.H., minors; and HAILEY JOWERS, on behalf of themselves and all others similarly situated,

Plaintiffs,

v.

CONNEXIN SOFTWARE, INC. d/b/a
OFFICE PRACTICUM,

Defendant.

Case No. 2:22-cv-04676-JDW

CLASS ACTION

JURY TRIAL DEMANDED

**DECLARATION OF MARC H. EDELSON IN SUPPORT OF PLAINTIFFS'
MOTION FOR ATTORNEYS' FEES, EXPENSES, AND SERVICE AWARDS**

I, Marc H. Edelson, declare:

1. I am an attorney admitted to practice before the Commonwealth of Pennsylvania and the State of New York, and am a partner at Edelson Lechtzin LLP. I make the following declaration based upon personal knowledge and, if compelled to testify as a witness, would testify competently thereto.

2. As the Court is aware, this matter involves a data breach which occurred at Connexin in August of 2022. My firm represents Bradley Hain and his two children in this matter. On December 14, 2022, my firm filed a putative class action in this Court captioned *Barletti v. Connexin Software, Inc.*, 2:22-cv-04979.

3. Before filing an action on behalf of Bradley Hain and his two children, my firm conducted factual and legal research into the issues surrounding the data breach, drafted and obtained client approval before filing a complaint, and filed it in this Court.

4. Over the course of this case, my firm worked with co-counsel to advance the litigation on behalf of my client and the putative class. This work has included the following: reviewing the operative complaint, keeping client abreast of the lawsuit, reviewing and responding to plaintiff discovery, participating in calls convened by co-lead counsel, and preparing Mr. Hain for and attending his deposition.

5. All of the work performed by my firm in this case has been done on a contingency fee basis. All of the litigation costs were similarly advanced by my firm with no guarantee of recovery.

6. The timekeepers at my law firm billed the following from the inception of this case until May 31, 2024:

Timekeeper	Title	Year of Admission	Rate	Billable Hours	Lodestar
Marc H. Edelson	Partner	1988	\$1,000.00	49.4	\$49,400.00
Marc H. Edelson	Partner	1988	\$1,100.00	2.1	\$2,310.00
Eric Lechtzin	Partner	1991	\$925.00	5.5	\$5,087.50
			TOTALS	57.0	\$56,797.50

7. This time was kept contemporaneously with billable work as it was performed on the case. I believe this billable time was reasonable and necessary to the prosecution and resolution of this matter.

8. From the inception of this case until May 31, 2024, my firm incurred the following litigation expenses:

Expense Category	Amount
Postage	\$9.80
Travel	\$137.65
Travel	\$44.00
Total	\$191.45

9. These expenses were necessary to the effective prosecution of the case, and are of the type that are ordinarily billed by attorneys to paying clients in the marketplace. They are reflected in the books and records at my firm.

I declare under penalty of perjury that the foregoing is true and correct. Executed this 29th day of May 2024 in Newtown, Pennsylvania

Respectfully submitted,

/s/ Marc H. Edelson

Marc H. Edelson, Esq.
 EDELSON LECHTZIN LLP
 411 S. State Street, Suite N300
 Newtown, PA 18940
 Tel: (215) 867-2399
medelson@edelson-law.com

EXHIBIT 7

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

KAZANDRA BARLETTI, individually, as natural parent and next friend of A.B. and C.B., minors; ANDREW RECCHILONGO; SHARONDA LIVINGSTON, individually, as natural parent and next friend of K.J., a minor; BRADLEY HAIN, individually, as natural parent and next friend of N.H. and T.H., minors; and HAILEY JOWERS, on behalf of themselves and all others similarly situated,

Plaintiffs,

v.

CONNEXIN SOFTWARE, INC. d/b/a
OFFICE PRACTICUM,

Defendant.

Case No. 2:22-cv-04676-JDW

CLASS ACTION

JURY TRIAL DEMANDED

**DECLARATION OF JOSEPH B. KENNEY IN SUPPORT OF PLAINTIFFS'
MOTION FOR ATTORNEYS' FEES, EXPENSES, AND SERVICE AWARDS**

I, Joseph B. Kenney, declare:

1. I am an attorney admitted to practice before the states of Pennsylvania and New Jersey, and a Partner at Sauder Schelkopf LLC. I am admitted to practice in the Eastern District of Pennsylvania and counsel of record for Plaintiffs. I make the following declaration based upon personal knowledge and, if compelled to testify as a witness, would testify competently thereto.

2. As the Court is aware, this matter involves a data breach which occurred at Connexin in August of 2022. On January 6, 2023, my firm, along with co-counsel Ahdoot & Wolfson, filed a putative class action in this Court. *Recchilongo v. Connexin Software, Inc.*, No. 2;23-cv-00068 (E.D. Pa.).

3. Before filing this action on behalf of Mr. Recchilongo, my firm conducted factual and legal research into the issues surrounding the data breach, drafted and obtained client approval of the complaint, and filed it in this Court.

4. Over the course of this case, my firm worked with co-counsel to advance the litigation on behalf of my client and the putative class. This work has included the following: reviewing and revising the operative complaint, speaking with affected class members for potential inclusion in the operative complaint, and participating in calls convened by co-lead counsel.

5. All of the work performed by my firm in this case has been done on a contingency fee basis. All of the litigation costs were similarly advanced by my firm with no guarantee of recovery.

6. The timekeepers at my law firm billed the following from the inception of this case until May 31, 2024:

Timekeeper	Title	Year of Admission	Rate	Billable Hours	Lodestar
Joseph G. Sauder	Partner	1998	\$875	5.0	\$4,375.00
Joseph B. Kenney	Partner	2013	\$625	0.50	\$312.50
Mark B. DeSanto	Associate	2013	\$575	19.20	\$11,040.00
			TOTALS	24.70	\$15,727.50

7. This time was kept contemporaneously with billable work as it was performed on the case. I am of the opinion that this billable time was reasonable and necessary to the prosecution and resolution of this matter.

I declare under penalty of perjury that the foregoing is true and correct. Executed this 22nd day of May, 2024 in Berwyn, Pennsylvania.

Respectfully submitted,

/s/ Joseph B. Kenney
Joseph B. Kenney

EXHIBIT 8

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

KAZANDRA BARLETTI, individually, as natural parent and next friend of A.B. and C.B., minors; ANDREW RECCHILONGO; SHARONDA LIVINGSTON, individually, as natural parent and next friend of K.J., a minor; BRADLEY HAIN, individually, as natural parent and next friend of N.H. and T.H., minors; and HAILEY JOWERS, on behalf of themselves and all others similarly situated,

Plaintiffs,

v.

CONNEXIN SOFTWARE, INC. d/b/a
OFFICE PRACTICUM,

Defendant.

Case No. 2:22-cv-04676-JDW

CLASS ACTION

JURY TRIAL DEMANDED

**DECLARATION OF J. LUKE SANDERSON IN SUPPORT OF PLAINTIFFS'
MOTION FOR ATTORNEYS' FEES, EXPENSES, AND SERVICE AWARDS**

I, J. Luke Sanderson, declare:

1. I am an attorney admitted to practice before the state of Tennessee, and managing partner at Wampler, Carroll, Wilson & Sanderson, PLLC, admitted Pro Hac Vice in this matter on October 30, 2023. I make the following declaration based upon personal knowledge and, if compelled to testify as a witness, would testify competently thereto.

2. As the Court is aware, this matter involves a data breach which occurred at Connexin in August of 2022. My firm represents Hailey Jowers in this matter. On February 1, 2023, my firm filed a putative class action in this Court styled, Hailey Jowers, et al vs. Connexin Software, Inc. & Raleigh Group, P.C., Docket No.: 5:23-CV-413.

3. Before filing this action on behalf of Hailey Jowers, my firm conducted factual and legal research into the issues surrounding the data breach, drafted and obtained client approval of a complaint, and filed it in this Court.

4. Over the course of this case, my firm worked with co-counsel to advance the litigation on behalf of my client and the putative class. This work has included the following: reviewing the operative complaint, assisting in briefing the MTD, keeping client abreast of the lawsuit, reviewing and responding to plaintiff discovery, working on third party subpoenas, participating in calls convened by co-lead counsel, etc., deposition preparation, deposition attendance with Plaintiff, and anything else needed to be done in representing the Plaintiff in this cause.

5. All of the work performed by my firm in this case has been done on a contingency fee basis. All of the litigation costs were similarly advanced by my firm with no guarantee of recovery.

6. The timekeepers at my law firm billed the following from the inception of this case until May 31, 2024:

Timekeeper	Title	Year of Admission	Rate	Billable Hours	Lodestar
See attached time sheets.					
			TOTALS	31.45	\$12,798.75

7. This time was kept contemporaneously with billable work as it was performed on the case. I am of the opinion that this billable time was reasonable and necessary to the prosecution and resolution of this matter.

8. From the inception of this case until May 31, 2024, my firm incurred the following litigation expenses:

Expense Category	Amount
Filing Fees – Pro Hac Vice Motion	\$75.00
Total:	\$75.00

9. These expenses were necessary to the effective prosecution of the case and are of the type that are ordinarily billed by attorneys to paying clients in the marketplace. They are reflected in the books and records at my firm.

I declare under penalty of perjury that the foregoing is true and correct. Executed this 4th day of June, 2024 in Memphis, Shelby County, Tennessee.

Respectfully submitted,

**WAMPLER, CARROLL, WILSON &
SANDERSON, PLLC**

/s/J. Luke Sanderson
 J. Luke Sanderson #35712
 208 Adams Avenue
 Memphis, TN 38103
 901-523-1844 Phone
 901-523-1857 Fax
 luke@wcwslaw.com

Barletti et al. v. Connexin Software, Inc. d/b/a Office Practicum, No. 2:22-cv-04676-JDW

TIME REPORT - DETAILED ENTRIES

Wampler Carroll Wilson & Sanderson,

REPORTING PERIOD FOR TIME: Inception thru 2/8/23

- | | | |
|---|---|--|
| (1) Pre-Suit Activities (client intake, initial | (8) Call/Meeting/Letter Among Co-counsel | (15) Attendance at Expert Deposition |
| (2) Pleadings/Briefs (including the | (9) Call/Meeting/Letter w/Defense Counsel | (16) Preparation of Fact Depositions (including client dep prep) |
| (3) Plaintiff Discovery | (10) Call/Meeting/Letter w/ client | (17) Attendance at Fact Depositions |
| (4) Defendants Discovery | (11) Court Appearances | (18) Review of Deposition Testimony |
| (5) Third Party Discovery | (12) Call/Meeting/Letter w/ Expert | (19) Legal Research |
| (6) Document Review/Coding | (13) Preparations of Expert Reports | (20) Pre-trial and Case Management Orders |
| (7) Settlement/Mediation | (14) Preparation of Expert Depositions | |

Name	Position	Date	Time Category (1 to 20)	Hours	Current Hourly Rate	Lodestar	Work Assigned By (Name of Lead Counsel)	Detailed Description of Work Performed
J. Luke Sanderson	Co-Counsel	1/5/2023	10	1	\$450.00	\$ 450.00		Text messages to and from client re: notice received from Connexin; phone call to and from client re: notice from Connexin; open f
J. Luke Sanderson	Co-Counsel	1/25/2023	10	0.5	\$450.00	\$ 225.00		Text messages to and from client re: case; phone calls to and from client re: case
J. Luke Sanderson	Co-Counsel	1/26/2023	10	0.75	\$450.00	\$ 337.50		Text messages to and from client to obtain personal information for case filing; email contract to client; discussions with client re: c
J. Luke Sanderson	Co-Counsel	1/27/2023	10	0.1	\$450.00	\$ 45.00		Text messages to and from client re: notice received from Connexin for Stella Jones, client's minor daughter
J. Luke Sanderson	Co-Counsel	01/31/23	10	0.10	\$450.00	\$ 45.00		Review of emailed notice from client re: minor daughter, Stella Jones
J. Luke Sanderson	Co-Counsel	04/14/23	10	0.10	\$450.00	\$ 45.00		Text messages to and from client re: information for Mike McShane; email to Mike McShane re: notices from Connexin for client and minor daughter
J. Luke Sanderson	Co-Counsel	04/18/23	8	0.10	\$450.00	\$ 45.00		Email from Mike McShane confirming email re: client's information; review of emails between client and Mike McShane re: phone call to client with co-counsel
J. Luke Sanderson	Co-Counsel	04/25/23	10	0.25	\$450.00	\$ 112.50		Email draft of allegations to client; phone call with client to obtain additional information for draft
J. Luke Sanderson	Co-Counsel	04/26/23	10	0.25	\$450.00	\$ 112.50		Review of email from client re: EOB's and social media information
J. Luke Sanderson	Co-Counsel	05/10/23	10	0.10	\$450.00	\$ 45.00		Review of document from Bank Of America received from client re: denial of credit account (she did not apply for same)
J. Luke Sanderson	Co-Counsel	05/19/23	10	0.25	\$450.00	\$ 112.50		Texts to client to obtain information re: time of treatment at Pediatric
J. Luke Sanderson	Co-Counsel	10/04/23	10	1.00	\$450.00	\$ 450.00		Telephone conversation with client re: discovery requests; email discovery requests to client; review of email from Mike McShane ; review of email from client re: her deposition
J. Luke Sanderson	Co-Counsel	10/02/23	10	1.50	\$450.00	\$ 675.00		Review of email from Mike McShane re: deposition of client; telephone conversations with client re: deposition dates
J. Luke Sanderson	Co-Counsel	10/16/23	10	0.50	\$450.00	\$ 225.00		Telephone conversation with client re: her deposition
J. Luke Sanderson	Co-Counsel	10/03/23	10	0.75	\$450.00	\$ 337.50		Review of email from client re: her deposition
J. Luke Sanderson	Co-Counsel	10/17/23	10	3.50	\$450.00	\$ 1,575.00		Conference with client in preparation of client's responses to discovery requests; review documents

J. Luke Sanderson	Co-Counsel	10/18/23	6	2.25	\$450.00	\$ 1,012.50	Review client's responses to discovery requests; review documents
J. Luke Sanderson	Co-Counsel	10/23/23	6	4.50	\$450.00	\$ 1,012.50	Review of client's discovery responses; emails to and from client; revisions to client's discovery responses; emails to and from co-counsel regarding discovery responses and client's deposition; email documents to client for her review and send on docuSign; email discovery responses to co-counsel
J. Luke Sanderson	Co-Counsel	10/24/23	10	0.25	\$450.00	\$ 112.50	Schedule teams meeting with client to prep for deposition
J. Luke Sanderson	Co-Counsel	10/27/23	10	0.50	\$450.00	\$ 225.00	Teams meeting for depo prep with client
J. Luke Sanderson	Co-Counsel	10/27/23	2	0.25	\$450.00	\$ 112.50	Preparation of Motion Pro Hac Vice
J. Luke Sanderson	Co-Counsel	10/30/23	17	4.25	\$450.00	\$ 1,806.25	Morning and afternoon conference with client prior to deposition and deposition attendance
J. Luke Sanderson	Co-Counsel	10/09/23	10	0.25	\$450.00	\$ 112.50	Phone conversation with client regarding her deposition
J. Luke Sanderson	Co-Counsel	01/29/24	6	3.00	\$450.00	\$ 1,350.00	Review of Settlement Agreement
J. Luke Sanderson	Co-Counsel	01/30/24	10	1.00	\$450.00	\$ 450.00	Phone conversation with client re: settlement agreement
J. Luke Sanderson	Co-Counsel	02/02/24	8	1.00	\$450.00	\$ 450.00	Emails to/from lead counsel re: agreement approval
J. Luke Sanderson	Co-Counsel	02/05/24	8	1.00	\$450.00	\$ 450.00	Phone call with co-counsel to review agreement
J. Luke Sanderson	Co-Counsel	02/05/24	8	0.50	\$450.00	\$ 225.00	Phone call and email with Lead Counsel re: approval of agreement
Kim Wallace	Paralegal	12/21/23	10	0.10	\$150.00	\$ 15.00	Text messages to and from client re: scheduling phone conference
Luke Sanderson	Co-Counsel	12/22/23	10	0.50	\$450.00	\$ 225.00	Phone conference with client
Kim Wallace	Paralegal	10/20/23	10	0.50	\$150.00	\$ 125.00	Phone conference with client to go over details in discovery responses
Kim Wallace	Paralegal	01/06/23	10	0.10	\$150.00	\$ 15.00	Phone call to client
Luke Sanderson	Co-Counsel	12/22/23	10	0.50	\$450.00	\$ 225.00	Conference with client re: questions she had re: case matters
Kim Wallace	Paralegal	01/05/23	10	0.25	\$150.00	\$ 37.50	Initial phone conference with client regarding representation
				31.45		\$ 12,798.75	