

**UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
TAMPA DIVISION**

IN RE: 21ST CENTURY ONCOLOGY
CUSTOMER DATA SECURITY
BREACH LITIGATION

Case No. 8:16-md-2737-MSS-AEP

This Document Relates to All Cases

MDL No. 2737

**DECLARATION OF JOHN A. YANCHUNIS IN SUPPORT OF
PLAINTIFFS' UNOPPOSED MOTION FOR ATTORNEYS' FEES,
COSTS, AND SERVICE AWARDS**

I, John A. Yanchunis, pursuant to Section 1746 of Title 28 of the United States Code, declare as follows:

1. I have been retained to provide an opinion about the reasonableness of the attorneys' fees, costs, and expenses sought by Class Counsel in their motion for an award of attorneys' fees, costs, and expenses in this case. If called as a witness, I could and would competently testify to the matters stated herein.

Background and Qualifications

2. My practice—which began after completing a two-year clerkship with United States District Judge Carl O. Bue, Jr., Southern District of Texas, Houston Division—has concentrated on complex litigation and spans over 38 years. Presently, I lead the Class Action Department of Morgan & Morgan's Complex Litigation Group. The firm of Morgan & Morgan consists of approximately 700 lawyers whose practice is restricted to representing plaintiffs on a contingent basis. The firm has offices throughout the country.

3. In an earlier part of my career, I represented Fortune 500 companies, financial institutions, insurance companies, and municipalities, including the State of Florida. During this period, I also represented lending institutions and other creditors in bankruptcy cases, served on creditors' committees and represented trustees in bankruptcy. I have also tried numerous cases in state and federal courts, including one of the largest and longest insurance coverage cases in U.S. history, which was filed in 1991 by the Celotex Corporation and its subsidiary, Carey Canada, Inc. During the seventeen years that the case was pending, I served as lead counsel for several

insurance companies that were being sued for coverage for asbestos and environmental claims at the primary, umbrella, and excess levels of coverage. The case was tried in three phases over several years beginning in 1992. I was also lead counsel for these parties in the subsequent appeals that followed a judgment in favor of certain of my clients. Based on my knowledge and experience in coverage litigation, during this time I also became coverage counsel for environmental claims in the southeastern United States for one of the largest property and casualty insurance companies.

4. As a result of my experience in insurance and complex litigation, beginning in 2005, I was selected by Tom Gallagher, the Chief Financial Officer for the State of Florida and a member of the Florida Cabinet, to serve as lead counsel for the Florida Department of Financial Services and the Florida Department of Insurance Regulation (the insurance regulators of Florida) in their investigations of the insurance industry on issues concerning possible antitrust activity and other possible unlawful activities regarding the payment of undisclosed compensation to insurance brokers. I served as lead regulator counsel and worked with a core group of state Attorneys General from the National Association of Attorneys General, which were selected to conduct the investigations. The insurance regulator for Florida was the only insurance regulator in the group. The litigation that was filed and the related investigations netted millions of dollars in restitution for Florida consumers and resulted in significant changes in the way commercial insurance is sold in Florida and across the country.

5. For the last 25 years, my practice has focused on class action litigation representing consumers, and on occasion corporations, as plaintiffs in class action litigation. During the time that I have represented plaintiffs in class litigation, the terms of my engagement by my clients have been contingency-based.

6. I began my work in privacy litigation in 1999 with the filing of *In re Doubleclick Inc. Privacy Litigation*, 154 F. Supp. 2d 497 (S.D.N.Y. 2001), alleging privacy violations based on the placement of cookies on hard drives of internet users. A settlement for the class was achieved in that case. Beginning in 2003, I served as Co-Lead Counsel in the successful prosecution and settlement of privacy class action cases involving the protection of privacy rights of more than 200 million consumers under the Driver's Protection Privacy Act (DPPA) against the world's largest data and information brokers, including Experian, R.L. Polk, Acxiom, and Reed Elsevier (which owns Lexis/Nexis). See *Fresco v. Automotive Directions, Inc.*, No. 03-61063-JEM (S.D. Fla.), and *Fresco v. R.L. Polk*, No. 07-cv-60695-JEM (S.D. Fla.). Subsequently, I also served as Co-Lead Counsel in the DPPA class cases, *Davis v. Bank of America*, No. 05-cv-80806 (S.D. Fla.) (\$10 million class settlement), and *Kehoe v. Fidelity Fed. Bank and Trust*, No. 03-cv-80593 (S.D. Fla.) (\$50 million class settlement).

7. I have been appointed and served in leadership positions in a number of multidistrict litigation cases in the area of privacy and data breaches: *In re: Capital One Consumer Data Security Breach Litigation*, No. 1:19-MD-2915-AJT (E.D. Va.) (Co-Lead counsel) (active litigation); *In re Yahoo! Inc. Customer Data Security Breach Litigation*, No.

5:16-MD-02752-LHK (N.D. Cal.) (“*Yahoo*”) (Sole Lead Counsel) (Court approved \$117,500,000.00 common fund settlement for approximately 194 million US residents and 270,000 Israeli citizens); *In re The Home Depot, Inc. Consumer Data Sec. Data Breach Litig.*, No. 1:14-md-02583-TWT (N.D. Ga.) (Co-Lead Counsel) (final judgment entered approving a settlement on behalf of a class of 40 million consumers with total value of \$29,025,000); *In Re: Equifax, Inc. Customer Data Security Breach Litigation*, 1:17-md-2800-TWT (N.D. Ga.) (member of the Plaintiffs’ Steering Committee) (final judgment entered approving \$380.5 million fund for 145 million consumers); *In re: U.S. Office of Personnel Management Data Security Breach Litigation*, 1:15-mc-01394-ABJ (D.D.C.) (“*OPM*”) (Executive Committee member) (active litigation); *In re Target Corp. Customer Data Sec. Breach Litig.*, MDL No. 2522 (D. Minn.) (Executive Committee member) (final judgment approving a settlement on behalf of a class of approximately 100 million consumers).

8. My court-appointed leadership experience in non-MDL data breach class actions that have been settled is likewise significant. These cases, while not exhaustive, include the following: *Schmidt, et al., v. Facebook, Inc.*, No. 3:18-cv-05982 (N.D. Cal.) (Co-Lead Counsel) (“*Facebook*”) (after the certification of a contested motion, the court certified a class, a class settlement was reached at mediation, and the court has preliminarily approved the settlement); *Walters v. Kimpton Hotel & Restaurant*, No. 3:16-cv-05387 (N.D. Cal.) (“*Kimpton*”) (Lead Counsel) (class action settlement final approval order entered July 11, 2019); *In re: Arby’s Restaurant Group, Inc. Data Security*

Litigation, Nos. 1:17-cv-514 and 1:17-cv-1035 (N.D. Ga.) (Co-Liaison Counsel) (final approval of a class settlement entered June 6, 2019); *Jackson, et al., v. Wendy's International, LLC*, No. 6:16-cv-210-PGB (M.D. Fla.) (final approval of a class settlement entered February 26, 2019); *Henderson v. Kalispell Regional Healthcare*, No. CDV-19-0761 (Montana Eighth Judicial Court – Cascade County) (final approval of class settlement entered January 5, 2021); *In re: Citrix Data Breach Litigation*, No. 19-cv-61350 (S.D. Fla.) (preliminary approval of class action settlement entered on January 26, 2021); *Kuss v. American HomePatient, Inc., et al.*, 18-cv-2348 (M.D. Fla.) (final approval of class action settlement entered on August 13, 2020); *Fulton-Green v. Accolade, Inc.*, 18-cv-274 (E.D. Pa.) (final approval of class action settlement entered September 23, 2019); and *Nelson v. Roadrunner Transportation Systems, Inc.*, 18-cv-7400 (N.D. Ill.) (final approval of class action settlement entered September 15, 2020).

9. My experience in these major data breach matters extends far beyond simply briefing threshold issues and negotiating settlements. In addition, I have personally deposed dozens of corporate representatives, software engineers, cyber professionals, and chief information security officers of Fortune 500 companies in major data breach cases such as *Capital One*, *Yahoo*, *Kimpton*, and *Facebook*. In addition, I have defended experts used in these cases and also deposed defense liability and damages experts in certain of these cases, the sum of which has provided me with more than a basic understanding of information and cyber security, and which makes me a more effective advocate in the cases I file.

10. As a result of my work in the area of privacy litigation, I was recently recognized by Law360 for the second year in a row as one of four MVPs in the country in the area of Cybersecurity. I was one of three recognized in 2019. Similarly, in 2016, I was recognized by the National Law Journal as its 2016 Trailblazer in the area of Cybersecurity & Data Privacy. In 2020, I was named Lawyer of the Year in the State of Florida by the Daily Business Review.

11. I have spoken at numerous national and international conferences focused on privacy: NetDiligence Cyber Risk & Privacy Liability Forum, October 6, 2015; HB Litigation Conferences, February 11, 2016; NetDiligence Cyber Risk & Privacy Liability Forum, June 7, 2016; CPLC CLE, June 18, 2016; Advisen's Executive Risk Insights Conference, September 21, 2016; HB Litigation Conferences, March 17, 2017; NetDiligence Cyber Risk & Privacy Liability Forum, June 6, 2017; HarrisMartin Conference, September 28, 2017; New Jersey Association For Justice, May 10, 2018; Los Angeles Class Action Conference, January 11, 2019; The Sedona Conference, February 28, 2019; International Conference on Class Actions and Collective Red, Haifa, Israel, March 28, 2019; Mass Torts Made Perfect, October 23, 2019; Masters of Mass Torts, Cancun, Mexico, February 25, 2020; Class Action Forum, San Diego, California, March 4, 2020; Class Action Money & Ethics Conference, September 21, 2020; Litigating and Defending CCPA and Privacy Class Actions, September 25, 2020; Class Action Symposium, November 18, 2020; and GLG Global Class Action Symposium, November 19, 2020, London, United Kingdom.

12. I am currently a member in good standing of The Florida Bar, and of all the bars to which I have been admitted, including the United States Supreme Court, the United States Court of Appeals for the Fifth, Sixth, Seventh, Ninth, and Eleventh Circuits, and the United States District Courts of the Southern District of Texas, Northern District of Texas, Eastern District of Wisconsin, Western District of Wisconsin, Western District of Tennessee, Middle District of Florida, Southern District of Florida, Eastern District of Michigan, and Northern District of Illinois.

13. During my career, I have also served on professional committees and held leadership positions on a number of them, including being an elected member to The Board of Governors of The Florida Bar and, earlier in my career, to the Young Lawyers Division of The Florida Bar. I was also appointed by the Florida Supreme Court to the Florida Board of Bar Examiners for a five-year term, and, since the expiration of my appointed term, I have served as an Emeritus member of the Board. I have also had the privilege of representing The Florida Bar in litigation before the Florida Supreme Court, and I have served as an expert for The Florida Bar on ethics and class litigation in disciplinary matters.

14. I have lectured on attorneys' fees issues in continuing legal education seminars and participated in academic conferences and meetings devoted to these issues.

15. Over the years I have consulted with and served as an expert for attorneys pertaining to awards of attorneys' fees. I have been qualified as an expert and testified in cases in state and federal courts on the reasonableness of attorneys' fees.

Summary of Opinion

16. For the reasons stated below, it is my opinion that the fees, costs and litigation expenses requested by Class Counsel in the amount of \$3,750,000.00 are extremely reasonable when judged in light of the facts and circumstances of this case, the work performed, and the challenges confronted by Class Counsel and the other lawyers who worked on the case and related matters.

Matters Consulted in Formulating My Opinion

17. In preparing this opinion, I reviewed pleadings and other documents in this case, the bankruptcy case filed by the 21st Century Bankruptcy Entities in the United States Bankruptcy Court in the Southern District of New York, and the coverage case filed in this District by certain insurance companies. Attached as Appendix 1 is a list of those materials which I reviewed and upon which my opinions rely in part, along with the relevant case law and secondary authorities.

18. I have discussed the litigation and other related proceedings with Class Counsel and reviewed the Billing Protocol set forth in a letter dated December 1, 2016, from the Court-appointed Interim Co-Lead Counsel (now Class Counsel pursuant to the Court's November 2, 2020 "Preliminary Approval Order" (ECF No. 249). The Billing Protocol was established and circulated to all of the lawyers in the case following the appointment of Interim Co-Lead Counsel and other Plaintiffs' Counsel, a solid approach to the management of the lawyers. The Billing Protocol assisted Class Counsel in the management of the case, the imposition of restrictions on assignments and reduction of unnecessary duplication, and the supervision of the lawyers and non-

lawyer professionals in the discharge of the tasks assigned to them by Class Counsel. The Billing Protocol required all lawyers and professional staff to record their time contemporaneously and to regularly submit their time to Class Counsel for their audit and review. While not necessarily required, Class Counsel also placed caps on hourly rates based on lawyers' professional levels. Based on my own practice and knowledge of billing rates through my review of billing surveys and a constant and continual review of opinions from around the country, the rates capped and set in the Billing Protocol are lower than the hourly rates for lawyers of the experience levels who provided legal services in this case, and which are routinely awarded by other federal courts in privacy class litigation.

Opinion

19. I am aware that the Court's responsibility is to determine a reasonable attorneys' fee for Class Counsel and that the role of an expert witness is necessarily limited. However, my opinions are being provided to assist the Court in its decision by providing an analysis of fee awards in similar cases, as well as my evaluation of Class Counsel's fee request drawn from nearly twenty-five years of involvement in class action litigation. Keeping that role in mind, I have no difficulty in concluding that the \$3,750,000.00 attorneys' fees and costs requested by Class Counsel is reasonable and within the range identified by courts in this Circuit.

The Eleventh Circuit's Approach to Class Action Fee Awards

20. "It is well established that when a representative party has conferred a substantial benefit upon a class, counsel is entitled to an allowance of attorneys' fees

based upon the benefit obtained.” *In re Checking Account Overdraft Litig.*, 830 F. Supp. 2d 1330, 1358 (S.D. Fla. Nov. 22, 2011) (citing *Camden I Condominium Ass’n v. Dunkle*, 946 F.2d 768, 771 (11th Cir. 1991)); *Boeing Co. v. Van Gemert*, 444 U.S. 472, 478 (1980)); *see also* Fed. R. Civ. P. 23(h) (“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.*”) (emphasis added). Because the benefit to the class is easily quantified in common-fund settlements, courts generally award fees equaling a percentage of the common fund in lieu of the often more time-consuming task of calculating the lodestar. *See Camden I*, 946 F.2d at 771. In assessing an appropriate fee award, courts consider factors such as the overall value of the settlement, the time required reaching a settlement, whether there are any substantial objections, the economics of a class action, the criteria set out in *Johnson v. Georgia Highway Express, Inc.*, 488 F.2d 714 (5th Cir. 1974), and any other “unique” circumstances. *Camden I*, 946 F.2d at 775. “Although there is no hard and fast rule mandating a certain percentage of a common fund which may be awarded as a fee, an award of one-third of the common fund is consistent with the trend in this Circuit.” *Gonzalez v. TCR Sports Broad. Holding, LLP*, 2019 WL 2249941, at *6 (S.D. Fla. May 24, 2019) (internal quotations omitted and citing cases); *see also Wolff v. Cash 4 Titles*, 2012 WL 5290155, at *5-6 (S.D. Fla. Sept. 26, 2012) (“The average percentage award in the Eleventh Circuit mirrors that of awards nationwide—roughly one-third”); Eisenberg, *et al.*,

Attorneys' Fees in Class Actions: 2009-2013, 92 N.Y.U. L. Rev. 937, 951 (2017) (empirical study showing the median award in the Eleventh Circuit is 33%).

The Camden I Factors Support the Requested Fee

21. The Eleventh Circuit's factors for evaluating the reasonable percentage to award class-action counsel are: (1) the time and labor required; (2) the novelty and difficulty of the questions involved; (3) the skill requisite to perform the legal service properly; (4) the preclusion of other employment by the attorney due to acceptance of the case; (5) the customary fee; (6) whether the fee is fixed or contingent; (7) time limitations imposed by the client or the circumstances; (8) the amount involved and the results obtained; (9) the experience, reputation, and ability of the attorneys; (10) the "undesirability" of the case; (11) the nature and the length of the professional relationship with the client; and (12) awards in similar cases. *Camden I*, 946 F.2d at 772 n. 3 (citing factors originally set forth in *Johnson*, 488 F.2d at 717-19).

22. These twelve factors are not exclusive. "Other pertinent factors are the time required to reach a settlement, whether there are any substantial objections by class members or other parties to the settlement terms or the fees requested by counsel, any non-monetary benefits conferred upon the class by the settlement, and the economics involved in prosecuting a class action." *In re Sunbeam Sec. Litig.*, 176 F. Supp. 2d 1323, 1333 (S.D. Fla. 2001) (quoting *Camden I*, 946 F.2d at 775). These factors are merely guidelines, and the Eleventh Circuit has "encouraged the lower courts to consider additional factors unique to the particular case." *Id.* at 1333-34

(quoting *Walco Inv., Inc. v. Thenen*, 975 F. Supp. 1468, 1472 (S.D. Fla. 1997)). As set forth below, each of the relevant aforementioned factors supports the requested fee.

Time and Labor Involved

23. As detailed in the contemporaneously created and timely audited time records of Class Counsel, Class Counsel expended significant effort to achieve the settlement for the Class. Their work included not only litigating this case through settlement, but also related work in the bankruptcy case filed by the 21st Century Bankruptcy Entities and the insurance coverage litigation filed by certain carriers against 21st Century and the named Data Breach Plaintiffs, seeking to avoid their indemnification obligations under their respective policies.

24. In performing the aforementioned work on behalf of the Class, Class Counsel spent 11,491.6 hours of attorney and paralegal time through January 31, 2021, yielding a total audited or adjusted lodestar of \$5,760,993.00, which exceeds the \$3,750,000.00 fee and expense award sought by Class Counsel and supports the reasonableness of the fee request. *See Chun-Hoon v. McKee Foods Corp.*, 716 F. Supp. 2d 848, 854 (N.D. Cal. 2010) (a negative multiplier “suggests that the negotiated fee award is a reasonable and fair valuation of the services rendered to the class by class counsel.”). Without Class Counsel’s audit, the total lodestar was \$7,385,225.50. Class Counsel’s audit resulted in a downward adjustment of \$1,624,262.50. The fact that Class Counsel will continue to incur additional lodestar (substantially more so if there is an appeal), including performing future work overseeing administration of the settlement, communicating with class members, preparing for and arguing the motion

for final approval, and overseeing payment distribution, further supports the reasonableness of the requested fee.

**The Novelty and Difficulty of the Questions Involved
Required the Skill of a Highly Talented Team of Attorneys**

25. This factor strongly favors an award of the fees requested. “Class actions are inherently complex to prosecute because the legal and factual issues are complicated and uncertain in outcome.” *Francisco v. Numismatic Guar. Corp. of Am.*, 2008 WL 649124, at *15 (S.D. Fla. Jan. 31, 2008). This is especially so given the subject matter of the case, as well as the Bankruptcy Action filed by the 21st Century Bankruptcy Entities and the coverage litigation filed by 21st Century’s insurers. Data breach cases regularly present novel questions of fact and law as issues of causation and damages continue to evolve and the law in this area continues to develop. *See, e.g., In re Sonic Corp. Customer Data Sec. Breach Litig.*, 2019 WL 3773737, at *7 (N.D. Ohio Aug. 12, 2019) (“Data breach litigation is complex and risky. This unsettled area of law often presents novel questions for courts. And of course, juries are always unpredictable.”); *In re Anthem, Inc. Data Breach Litig.*, 327 F.R.D. 299, 315 (N.D. Cal. 2018) (noting that “many of the legal issues presented in this data-breach case are novel, and Defendants have the resources to strongly contest an individual plaintiff’s contentions.”).

26. That this dispute presents complex issues is not only framed by the pleadings and issues at stake, but also by the caliber of lawyers representing the parties. *See Walco*, 975 F. Supp. at 1472 (explaining that “[g]iven the quality of defense counsel

from prominent national law firms, the Court is not confident that attorneys of lesser aptitude could have achieved similar results”); *Ressler v. Jacobson*, 149 F.R.D. 651, 654 (M.D. Fla. 1992) (“[I]n assessing quality, the Court has considered the quality of the *opposition* as well as the standing of plaintiff’s counsel”) (emphasis in original). Based on my prior knowledge of many of the lawyers in this case, my personal experience in working with a number of these lawyers in other litigation in this area, and my review of firm and individual resumes, I consider the leadership team to be extremely well qualified. Class Counsel have significant experience in data breach litigation, and effectively utilized that experience in managing the other lawyers involved in the prosecution of this case and securing the result for the Class. My review of the litigation file memorializing the work of Class Counsel demonstrates how well this case was litigated, and the highly effective organization employed over lawyers and professional staff to ensure that matters were handled without unnecessary duplication. My examination of the materials that I reviewed, including the time records of Class Counsel and the litigation file, supports my conclusion that the work of Class Counsel was of superior quality, that they demonstrated excellent litigation skills and analysis, and that their persistent effort in the face of unique adversity led to a superb result for the Class.

27. 21st Century was represented by one of the most highly experienced and skilled counsel representing defendants in privacy and data breach litigation. Again, aside from my knowledge of 21st Century’s counsel’s reputation, I have also litigated on many occasions with BakerHostetler, Paul Karlsgodt, and Casie Collignon. The

high quality of the defense further supports the reasonableness of the fees and expenses requested here.

The Claims Against Defendant Entailed Considerable Risk

28. Privacy and data breach class litigation remains largely uncharted, even today, and levels of risk and uncertainty continue to exist in these cases. In this case in particular, this Court's ruling on Article III standing was fairly groundbreaking in this District and has been cited extensively by plaintiffs' counsel in other cases.

29. Prosecuting these claims entailed risk. Although Plaintiffs have expressed confidence in the merits of their claims, the risks involved in prosecuting a putative class action through trial cannot be disregarded. While Plaintiffs' claims survived a motion to dismiss, numerous obstacles remained, including motions for summary judgment and a motion for class certification. Even if a motion for class certification would have succeeded, it more than likely would have been immediately challenged on appeal. At trial, certification would also have had to withstand a motion for decertification. Additional issues of extreme risk also remained throughout the litigation, principally proving causation and damages on a class-wide basis.

30. Almost all class actions involve a high level of risk, expense, and complexity, which is one reason that judicial policy so strongly favors resolving class actions through settlement. *See, e.g., In re U.S. Oil & Gas Litig.*, 967 F.2d 489, 493 (11th Cir. 1992) ("Public policy strongly favors the pretrial settlement of class action lawsuits"). The risk involved is highlighted by the fact that historically data breach cases have faced substantial hurdles even in making it past the pleading stage. *See*

Hammond v. The Bank of N.Y. Mellon Corp., 2010 WL 2643307, at *1 (S.D.N.Y. June 25, 2010) (collecting data breach cases dismissed at the Rule 12(b)(6) or Rule 56 stage). Class certification has been denied in other data breach cases. *See, e.g., In re Hannaford Bros. Co. Customer Data Sec. Breach Litig.*, 293 F.R.D. 21 (D. Me. 2013). Because the “legal issues involved in [in data breach litigation] are cutting-edge and unsettled . . . many resources would necessarily be spent litigating substantive law as well as other issues.” *In re Target Corp. Customer Data Security Breach Litig.*, 2015 WL 7253765, at *2 (D. Minn. Nov. 17, 2015); *In re Equifax Inc. Customer Data Sec. Breach Litig.*, 2020 WL 256132, at *7 (N.D. Ga. Mar. 17, 2020) (“[H]ad the case not settled, the plaintiffs would have faced a high level of risk.”). The risks presented in this litigation support the requested fee and expense award.

Plaintiffs’ Counsel Assumed Substantial Risk in Pursuing this Action on a Pure Contingency Basis, and Were Precluded from Other Employment

31. Plaintiffs’ Counsel prosecuted this case entirely on a contingent fee basis. As such, they assumed a significant risk of nonpayment or underpayment. Numerous cases recognize the importance of this factor in determining the fee award. “A contingency fee arrangement often justifies an increase in the award of attorney’s fees.” *In re Sunbeam*, 176 F. Supp. 2d at 1335 (quoting *Behrens v. Wometco Enterprises, Inc.*, 118 F.R.D. 534, 548 (S.D. Fla. 1988); *see also In re Continental Ill. Sec. Litig.*, 962 F.2d 566, 568 (7th Cir. 1992) (holding that when a common fund case has been prosecuted on a contingent basis, plaintiffs’ counsel must be compensated adequately for the risk of non-payment); *Ressler*, 149 F.R.D. at 656 (“Numerous cases recognize that the

attorney's contingent fee risk is an important factor in determining the fee award."); *Walters v. Atlanta*, 652 F. Supp. 755, 759 (N.D. Ga. 1985), *as modified*, 803 F.2d 1135 (11th Cir. 1986); *York v. Ala. State Bd. of Ed.*, 631 F. Supp. 78, 86 (M.D. Ala. 1986). As this Court has observed:

Generally, the contingency retainment must be promoted to assure representation when a person could not otherwise afford the services of a lawyer A contingency fee arrangement often justifies an increase in the award of attorney's fees. This rule helps assure that the contingency fee arrangement endures. If this "bonus" methodology did not exist, very few lawyers could take on the representation of a class client given the investment of substantial time, effort, and money, especially in light of the risks of recovering nothing.

Behrens, 118 F.R.D. at 548.

32. At the time they filed the case, Plaintiffs' Counsel faced significant risks, including that the Court would reject their theories of liability, that causation could not be established, or that the class would not be certified. In spite of these risks, Plaintiffs' Counsel undertook the matter solely on a contingent basis, with no guarantee of recovery. The time records and the litigation files, including the coverage litigation filed by 21st Century's insurers and the bankruptcy case filed by the 21st Century Bankruptcy Entities, well document Plaintiffs' Counsel's dedication to the advocacy of the claims of the Class for almost five years without receiving any compensation for their work or reimbursement for any expenses advanced in this litigation. This factor also supports the fee and expense request.

The Fee Requested Comports with Customary Fees Awarded in Similar Cases

33. Fee awards approximating 30 percent of a common fund are commonplace in this Circuit and well within the range of reasonableness. *See, e.g., Waters v. Int'l Precious Metals Corp.*, 190 F.3d 1291, 1292-98 (11th Cir. 1999) (affirming fee award of 33.33% of \$40 million settlement fund); *Morgan v. Public Storage*, 301 F. Supp. 3d 1237, 1252-54 (S.D. Fla. 2016) (approving fee award equaling 33% of common fund); *Seghroughni v. Advantus Rest, Inc.*, 2015 WL 2255278, at *1 (M.D. Fla. May 13, 2015) (approving fee award equaling one-third of common fund); *Wolff*, 2012 WL 5290155, at *5 (approving 33% award, and noting “[t]he requested fee is entirely consistent with fee awards in comparable cases nationwide, within the Eleventh Circuit, and within the Southern and Middle Districts of Florida.”); *Allapattah Servs., Inc. v. Exxon Corp.*, 454 F. Supp. 2d 1185, 1204 (S.D. Fla. 2006) (approving fee award equaling 31.3% of common fund); *see also Morefield v. NoteWorld, LLC*, 2012 WL 1355573, at *5–6 (S.D. Ga. Apr. 18, 2012) (approving fee award equaling one-third of common fund). Here, the requested fees and expenses amount to 30% of the estimated minimum value of \$12.5 million of the common fund, or 23.5% of the \$15,898,520.76 settlement value assuming one percent (1%) of the Class elects to receive the Credit Monitoring and Insurance Services benefit, and are within the range of reasonableness recognized in the Eleventh Circuit.

34. The fee request is also reasonable when considering the market rate for similar services on the private market. *See Wolff*, 2012 WL 5290155, at *4 (“[C]lass

counsel are entitled to the fee they would have received had they handled a similar suit on a contingent fee basis, with a similar outcome, for a paying client.”). As noted by this Court, “[a] fee of 33% is at the market rate of what the Class could have negotiated with counsel in this as a traditional contingency fee arrangement at the outset of the case.” *Morgan*, 301 F. Supp. 3d at 1255.

35. Additionally, the fee request is consistent with awards in other data breach settlements in this Circuit. *See, e.g., In re Home Depot, Inc., Customer Data Sec. Breach Litig.*, 2020 WL 415923, at *9 (N.D. Ga. Jan. 23, 2020) (awarding one-third of benefit conferred in data breach case); *In re Arby’s Rest. Grp., Inc. Data Sec. Litig.*, 2019 WL 2720818, at *4 (N.D. Ga. June 6, 2019) (awarding 33% of common fund in data breach class action, noting that “awards of up to 33% of the common fund are not uncommon in the Eleventh Circuit, and especially in cases where Class Counsel assumed substantial risk by taking complex cases on a contingency basis.”).

36. Accordingly, an award of 30% of the estimated minimum value of \$12.5 million, or 23.6% of the \$15,965,022.06 settlement value, assuming one percent (1%) of the Class elects to receive the Credit Monitoring and Insurance Services benefit, is within the range of reasonableness and comports with fees awarded in similar cases.

The Remaining Camden I and Other Factors Favor Approval of the Fee Request

37. The results obtained on behalf of Plaintiffs and the Class also weigh in favor of the fees and expenses requested. *Johnson*, 488 F.2d at 717–19. In terms of relief offered, this Settlement is as comprehensive as other data breach settlements on record, and the specific benefits designed to address the injuries to the class compare favorably

to what has been previously obtained, including:

- a two-year subscription to comprehensive credit monitoring and identity theft protection through Identity Guard's Total Plan, which may be deferred by two years;
- a cash payment of up to \$40 for two hours of time spent related to the Data Breach;
- an additional cash payment of up to \$260 for up to thirteen additional hours of documented time fairly traceable to the Data Breach; and
- reimbursement of up to \$10,000 for documented losses and/or expenditures fairly traceable to the Data Breach.

38. Indeed, the relief made available under this Settlement compares very favorably to the relief made available to victims of large data breaches in common fund cases that recently received approval and provides for a significantly greater recovery on a per-person basis. *See, e.g., Equifax*, 2020 WL 256132, at *2–3 (describing settlement benefits made available from \$380.5 million fund on behalf of 147 million class members); *In re Yahoo! Inc. Customer Data Security Breach Litigation*, No. 5:16-MD-02752-LHK (N.D. Cal.); *In re Premera Blue Cross Customer Data Sec. Breach Litig.*, 2019 WL 3410382, at *23-24 (D. Or. July 29, 2019) (describing settlement benefits made available from \$32 million fund on behalf of 11 million class members); *In re Anthem, Inc. Data Breach Litig.*, 327 F.R.D. 299, 318 (N.D. Cal. 2018) (approving \$115 million settlement on behalf of more than 79 million class members). The settlement fund also compares favorably to the relief achieved in comparably sized cases. As such, it is my opinion that each of the relevant *Camden I*, *Johnson*, and other factors supports the requested fees and expenses.

A Lodestar Analysis Confirms the Reasonableness of the Requested Fee

39. Under *Camden I*, use of the lodestar analysis is improper in common fund cases. See *In re Checking*, 830 F. Supp. 2d at 1362–63 (declining to perform lodestar cross-check because *Camden I* “mandated the exclusive use of the percentage approach in common fund cases” and noting that “courts in this Circuit regularly award fees . . . without discussing lodestar at all”) (internal quotation marks omitted). Still, courts sometimes use counsel’s lodestar as a “cross-check” to the percentage-of-the-fund analysis. See *Waters*, 190 F.3d at 1298 (“[W]hile we have decided in this circuit that a lodestar calculation is not proper in common fund cases, we may refer to that figure for comparison.”); *Pinto v. Princess Cruise Lines, Ltd.*, 513 F. Supp. 2d 1334, 1343 (S.D. Fla. 2007) (noting that “[s]ome courts use the lodestar method as a cross-check of the percentage of the fund approach”) (citing *In re Sunbeam*, 176 F. Supp. 2d at 1336).

40. To determine the lodestar amount, the “court must multiply the number of hours reasonably expended by a reasonable hourly rate.” *Duckworth v. Whisenant*, 97 F.3d 1393, 1396 (11th Cir. 1996). “A reasonable hourly rate is the prevailing market rate in the relevant legal community for similar services by lawyers of reasonably comparable skills, experience, and reputation.” *Norman v. Housing Auth. of City of Montgomery*, 836 F.2d 1292, 1299 (11th Cir. 1988). “After the lodestar is determined . . . the court must next consider the necessity of an adjustment for results obtained.” *Id.* at 1302. “If the results obtained were exceptional, then some enhancement of the lodestar might be called for.” *Id.* (citing *Pennsylvania v. Delaware*

Valley Citizens' Council for Clean Air, 478 U.S. 546, 565 (1986), *supplemented*, 483 U.S. 711 (1987)). In this case, Class Counsel do not seek an enhancement on their fee request and in fact will receive a negative multiplier on their lodestar.

41. At my request, Class Counsel provided me with an Excel spreadsheet containing detailed information on time and hours for all attorney and non-attorney professionals who worked on this matter. This data was provided following a thorough vetting of the time and expenses undertaken by Class Counsel in the case, which I was informed included the omission of all time prior to the Court's appointment of Interim Co-Lead Counsel and other Plaintiffs' Counsel, as well as material amounts of time Interim Co-Lead Counsel deemed duplicative, unnecessary, in excess of the rate caps established by the Billing Protocol, or work which Class Counsel had not previously approved. This effort reduced the total lodestar from \$7,385,255.50 to \$5,760,993.00, a reduction of \$1,624,262.50. I employed two strategies to assess the hours reported there. The first was to analyze the general characteristics of the litigation and related proceedings with a view to gaining an overall understanding of whether the matter was efficiently litigated; the second was to perform a more detailed review of timesheets pertaining to the work in these matters. Obviously, it was of great assistance to me that I have an active practice in privacy and data breach class litigation and the work required in such litigation before this Court, as well as my work in bankruptcy cases and insurance coverage.

42. As reflected in the following chart, Plaintiffs' Counsel expended a reduced total of 11,491.6 hours prosecuting this litigation through January 31, 2021, which results in a lodestar of \$5,760,993.00:

Firm	Original Lodestar	Audited Lodestar	Audited Hours
Colson Hicks Eidson, P.A.	\$131,646.25	\$72,163.25	205.7
Eggnatz Pascucci, P.A.	\$46,952.50	\$23,352.50	46.6
Fineman Poliner LLP	\$24,180.00	\$10,380.00	17.3
Girard Sharp LLP	\$278,509.00	\$93,842.50	226.2
Girardi Keese	\$44,850.00	\$8,437.50	12.5
Goldman Scarlato & Penny, P.C.	\$82,512.50	\$61,712.50	98.8
Kaplan Fox & Kilsheimer LLP	\$153,480.00	\$40,160.00	100.4
Keller Grover LLP	\$263,950.00	\$64,385.00	124.8
Keller Rohrback L.L.P.	\$2,919,001.50	\$2,464,116.50	5,072.10
Kopelowitz Ostrow Ferguson Weiselberg Gilbert	\$304,292.50	\$228,917.50	371.8
The Maher Law Firm, PA	\$18,979.00	\$18,979.00	41.3
Motley Rice LLC	\$636,062.50	\$467,520.00	913.7
Rhodes Tucker	\$133,455.00	\$42,777.50	165.4
Robinson Calcagnie, Inc.	\$1,645,979.25	\$1,513,274.25	3,035.7
Stull, Stull & Brody	\$54,737.50	\$23,672.50	67.0
The Whittemore Law Group, P.A.	\$113,950.00	\$111,577.50	165.3
Lowenstein Sandler LLP (Bankruptcy Counsel)	\$532,718.00	\$515,725.00	827.0
Totals	\$7,385,255.50	\$5,760,993.00	11,491.6

43. Notwithstanding Plaintiffs' Counsel's credentials, litigation roles, and hourly rates that are detailed in their respective declarations, their declarations establish that the rates billed in this litigation are lower than attorneys working on sophisticated class action litigation in this and comparable Districts. *Equifax*, 2020 WL 256132, at *39 (approving attorney rates ranging from \$750 to \$1050 for lead counsel in data breach class action on lodestar cross-check). For years and up until these surveys were no longer compiled, I reviewed annual surveys published by the National

Law Journal of rates of lawyers in law firms around the country. I also review opinions published in Westlaw and Law360 of fee awards to ensure I keep abreast of hourly rates and fee awards, as my practice is contingent-based. My knowledge of hourly rates would support higher rates for Class Counsel and the other lawyers who provided services in this case, had Class Counsel not imposed lower hourly caps.

44. Additionally, as noted in their declarations and based on my own experience in class litigation, Class Counsel will continue to invest significant time in this matter through the final approval process, to respond to Class Members, to prepare for and attend the final fairness hearing, and to defend the Court's entry of final judgment on any subsequent appeal. Thus, the negative multiplier will only increase as this matter approaches final approval. *See In re NetBank, Inc. Sec. Litig.*, 2011 WL 13353222, at *3 (N.D. Ga. Nov. 9, 2011) (holding that fee request resulting in negative lodestar multiplier "confirms that the awarded fee is wholly proper."). As such, it is my opinion that a lodestar analysis confirms the reasonableness of the requested attorneys' fees.

Plaintiffs' Counsel's Costs and Expenses Are Reasonable

45. It is well-established that, "[u]pon submission of adequate documentation, plaintiffs' attorneys are entitled to reimbursement of those reasonable and necessary out-of-pocket expenses incurred in the course of activities that benefitted the class." *Morgan*, 301 F. Supp. 3d at 1258 (quoting *Waters*, 190 F.3d at 1298). To date, Plaintiffs' Counsel have collectively incurred \$350,632.43 in unreimbursed

litigation costs. The following chart breaks down the costs expended by Plaintiffs’

Counsel per firm:

Firm Name	Unaudited Expenses	Audited Expenses
Colson Hicks Eidson, P.A.	\$4,135.91	\$2,937.19
Eggnatz Pascucci, P.A.	\$1,379.65	\$397.80
Fineman Poliner LLP	\$33.52	\$33.52
Girard Sharp LLP	\$8,496.47	\$2,539.86
Girardi Keese	\$297.00	\$0.00
Goldman Scarlato & Penny, P.C.	\$326.69	\$200.46
Kaplan Fox & Kilsheimer LLP	\$9,010.43	\$1,517.70
Keller Grover LLP	\$7,969.93	\$2,573.24
Keller Rohrback L.L.P.	\$143,860.87	\$135,955.87
Kopelowitz Ostrow Ferguson Weiselberg Gilbert	\$17,726.91	\$15,157.48
The Maher Law Firm, PA	\$2,221.08	\$1,766.49
Motley Rice LLC	\$19,737.66	\$18,017.48
Rhodes Tucker	\$1,043.08	\$173.48
Robinson Calcagnie, Inc.	\$131,745.85	\$123,252.73
Stull, Stull & Brody	\$1,036.76	\$686.89
The Whittemore Law Group, P.A.	\$1,541.60	\$1,185.25
Lowenstein Sandler LLP (Bankruptcy Counsel)	\$69.02	\$69.02
Totals	\$350,632.43	\$306,464.46

46. I am aware that Class Counsel audited the cost and expense submissions from the aforementioned firms, including removing all expenses that predated the Court’s appointment of Interim Co-Lead Counsel and other Plaintiffs’ Counsel, and reduced costs and expenses for hotels and meals that exceeded the U.S. General Services Administration’s Federal Travel Regulations. Class Counsel’s audit of the cost and expense submissions removed \$44,167.97 in costs and expenses for which

Class Counsel is not seeking reimbursement. The total costs and expenses Class Counsel is seeking to be reimbursed is \$306,464.46.

47. The amount of costs actually expended and advanced by counsel include filing and PACER fees, process service, *pro hac vice* fees, research/Westlaw charges, copying and mailing expenses, and mediation expenses. These costs and expenses were reasonably necessary for the continued prosecution and resolution of this litigation and were incurred by Plaintiffs' Counsel for the benefit of Class Members with no guarantee that they would be reimbursed. Again, it is my opinion that the costs and litigation expenses of \$306,464.46 are reasonable.

CONCLUSION

48. In light of the foregoing, it is my opinion that the requested fee and expense award of \$3,750,000.00, with \$3,443,535.54 allocated to attorneys' fees and \$306,464.46 allocated to costs and expenses, is reasonable applying either the percentage method or under the lodestar methodology, especially when judged in light of the results achieved, the benefit conferred on the Class, the risk of litigation, the skill required and the quality of work, the contingent nature of the fee and the financial burden carried by the Plaintiffs, and awards in similar cases.

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

Executed this 10th day of February, 2021, in Tampa, Florida.



John A. Yanchunis

Appendix

Documents relating to *In re: 21st Century Oncology Holdings, Inc.*, Case No. 17-22770 (Bankr. S.D. NY 2017):

- U.S. Bankruptcy Court Docket
- Data Breach Plaintiffs' Memorandum Of Law (I) In Opposition To Debtors' Motion To Disallow And/Or Estimate Data Breach Claims And (Ii) In Support Of Cross-Motion For Entry Of An Order (A) Applying Bankruptcy Rule 7023 To The Class Claims Or, In The Alternative, (B) Granting Relief From The Automatic Stay To Permit The Data Breach Litigation To Proceed With Recovery Limited To Available Insurance [Doc. 501]
- Data Breach Plaintiffs' Cross-Motion For Entry Of An Order (A) Applying Bankruptcy Rule 7023 To The Class Claims Or, In The Alternative, (B) Granting Relief From The Automatic Stay To Permit The Data Breach Litigation To Proceed With Recovery Limited To Available Insurance [Doc. 503]
- Letter Brief Dated October 11, 2017 [Doc. 512]
- Certain Data Breach Claimants' Motion For Temporary Allowance Of Claims For Voting Purposes Pursuant To Bankruptcy Rule 3018 [Doc. 603]
- Debtors' Reply In Support Of Motion To Disallow Class Proofs Of Claim And Estimate The Customer Data Security Breach Litigation Claims At Zero Dollars [Doc. 636]
- Data Breach Plaintiffs' Reply In Further Support Of Cross-Motion For Entry Of An Order Applying Bankruptcy Rule 7023 And For Relief From The Automatic Stay To Permit The Data Breach Litigation To Proceed With Recovery Limited To Available Insurance [Doc. 641]
- Notice Of Adjournment Of Hearings On Data Breach Claimants' Motions For Temporary Allowance Of Claims For Voting Purposes Pursuant To Bankruptcy Rule 3018 [Doc. 691]
- Notice Of Debtors' Motion For Entry Of An Order (A) Approving The Settlement Agreement Between The Debtors And The Data Breach Plaintiffs And (B) Granting Related Relief [Doc. 712]
- Order (A) Approving The Settlement Agreement Between The Debtors And The Data Breach Plaintiffs And (B) Granting Related Relief [Doc. 823]
- Data Breach Plaintiffs' Limited Objection To Reorganized Debtors' Motion For Entry Of An Order (I) Closing The Chapter 11 Case, (Ii) Entering A Final Decree And (Iii) Granting Related Relief [Doc. 1272]

Documents relating to *In re: 21st Century Oncology Cyber Attack Litigation*, Case No. 16-md-2737 (M.D. Fla.):

- Motion To Transfer And Consolidate For Coordinated Pretrial Proceedings Under 28 U.S.C. § 1407 [Doc. 1]

- Case Management Order No. 1 And Order Setting Initial Status Conference [Doc. 19]
- Joint Preliminary Status Report [Doc. 56]
- Proposed Joint Agenda For Initial Status Conference [Doc. 57]
- Clerk's Minutes: Proceedings Of Status Conference [Doc. 79]
- Order [Doc. 80]
- Order [Doc. 81]
- Defendants' Motion For Reconsideration Of Court's Order Requiring Production Of Notification List [Doc. 85]
- Declaration Of Elizabeth Sherman [Doc. 86]
- Joint Notice Of Proposed Dates [Doc. 87]
- Stipulated Protective Order [Doc. 88]
- Plaintiffs' Opposition To Defendants' Motion For Reconsideration Of Order Requiring Production Of Notification List [Doc. 89]
- Order [Doc. 90]
- Order [Doc. 91]
- Case Management Report [Doc. 92]
- ESI Protocol [Doc. 93]
- Unopposed Motion For Clarification Of Order To Specifically Require Production Of Non-Party Phi And [Proposed] Order [Doc. 94]
- Order [Doc. 95]
- Order [Doc. 96]
- Case Management And Scheduling Order [Doc. 97]
- Consolidated Class Action Complaint [Doc. 100]
- Notice Of Mediation [Doc. 104]
- Stipulation Setting Deadline To Respond To Plaintiffs' Consolidated Class Action Complaint [Doc. 107]
- Unopposed Motion For Order Clarifying Production Of Unredacted Claims Documents [Doc. 108]
- Clerk's Minutes: Proceedings Of Status Conference [Doc. 114]
- Order [Doc. 115]
- Defendants' Motion To Dismiss Plaintiffs' Consolidated Complaint And Memorandum In Support [Doc. 116]
- Notice Of Filing Supplemental Authority In Support Of Defendants' Motion To Dismiss Plaintiffs' Consolidated Complaint [Doc. 119]
- Stipulation To Extend Case Deadlines [Doc. 121]
- Plaintiffs' Motion For Leave To Conduct Additional Discovery And Memorandum In Support [Doc. 124]
- Order [Doc. 127]
- Joint Motion To Extend Case Deadlines [Doc. 136]
- Notice To The Court Regarding Discovery [Doc. 138]

- Plaintiffs' Memorandum In Opposition To Defendants' Motion To Dismiss [Doc. 142]
- Notice Of Supplemental Authority In Support Of Plaintiffs' Memorandum In Opposition To Defendants' Motion To Dismiss [Doc. 149]
- Clerk's Minutes [Doc.154]
- Plaintiffs' Supplemental Memorandum In Opposition To Defendants' Motion To Dismiss [Doc. 156]
- Defendants' Response To Plaintiffs' Supplemental Memorandum In Opposition To Defendants' Motion To Dismiss [Doc. 157]
- Defendant 21st Century Oncology Investments, Llc's Notice Of Bankruptcy And Automatic Stay [Doc. 158]
- Order Directing Administrative Closure [Doc. 159]
- Defendant 21st Century Oncology Of California's Status Report In Response To Court Order Dated June 1, 2017 [Doc. 160]
- Defendant 21st Century Oncology Of California's Supplemental Status Report [Doc. 161]
- Defendant 21st Century Oncology Of California's Status Report [Doc. 162]
- Plaintiffs' Status Report Regarding Bankruptcy Proceedings [Doc. 163]
- Plaintiffs' Status Report Regarding Bankruptcy Proceedings [Doc. 165]
- Plaintiffs' Status Report Regarding Bankruptcy Proceedings [Doc. 166]
- Order [Doc. 175]
- Clerk's Minutes: Proceedings Of Status Conference [Doc. 177]
- Joint Motion To Continue Mediation Deadline [Doc. 180]
- Joint Motion To Continue Discovery, Complaint, And Other Deadlines [Doc. 187]
- Unopposed Motion For Supplemental Order To Specifically Require Production Of Additional Non Party Phi And [Proposed] Order [Doc. 189]
- Amended Consolidated Class Action Complaint [Doc. 191]
- Defendants' Supplemental Memorandum In Support Of Motion To Dismiss Plaintiffs' Consolidated Amended Class Action Complaint [Doc. 195]
- Plaintiffs' Supplemental Memorandum In Opposition To Defendants' Motion To Dismiss [Doc. 199]
- Plaintiffs' Notice Of Supplemental Authorities In Connection With Plaintiffs' Memoranda In Opposition To Defendants' Motion To Dismiss [Doc. 206]
- Order [Doc. 207]
- Defendants' Answer To The Amended Consolidated Class Action Complaint [Doc. 209]
- Joint Motion To Stay Proceedings Pending Mediation And A Duty To Defend Determination In Case No. 8:17-Cv-00582-Mss-Aep [Doc. 210]
- Amended Case Management Report [Doc. 211]

- Order [Doc. 214]
- Notice Of Mediation Date And Joint Motion To Continue Mediation Deadline [Doc. 215]
- Mediation Report To Judge Mary S. Scriven From Form U.S. District Court Judge Layn R. Phillips, Mediator [Doc. 217]
- Notice Of Mediation Date And Joint Motion To Continue Mediation Deadline [Doc. 218]
- Clerk's Minutes: Proceedings Of Telephonic Status Conference [Doc. 221]
- Mediation Report To Judge Scrivener From Former U.S. Court Judge Layn R. Phillips, Mediator [Doc. 223]
- Mediation Report To Judge Scrivener From Former U.S. Court Judge Layn R. Phillips, Mediator [Doc. 224]
- Mediation Report To Judge Mary S. Scriven From Michelle Yoshida, Esq. Mediator [Doc. 225]
- Mediation Report To Judge Mary S. Scriven From Michelle Yoshida, Esq. Mediator [Doc. 227]
- Joint Status Report Regarding Mediation [Doc. 231]
- Joint Status Report Regarding Settlement Agreement And Request To Set Preliminary Approval Briefing Schedule [Doc. 234]
- Supplemental Scheduling Report [Doc. 237]
- Joint Motion To Continue Deadline To File Motion For Preliminary Approval Of Class Action Settlement [Doc. 238]
- Plaintiffs' Unopposed Motion Requesting Leave To File A Motion In Excess Of 25 Pages [Doc. 241]
- Plaintiffs' Unopposed Motion For Preliminary Approval Of Class Action Settlement [Doc. 242]
- [Proposed] Order Granting Preliminary Approval Of Class Action Settlement [Doc. 242-1]
- Declaration Of Daniel S. Robinson In Support Of Motion For Preliminary Approval Of Class Action Settlement And Related Exhibits [Doc. 243]
- Declaration Of Cari Campen Laufenberg In Support Of Motion For Preliminary Approval Of Class Action Settlement And Related Exhibits [Doc. 244]
- Declaration Of Jerry Thompson In Support Of Motion For Preliminary Approval Of Class Action Settlement [Doc. 245]
- Declaration Of Steven Weisbrot, Esq. In Support Of Motion For Preliminary Approval Of Class Action Settlement [Doc. 246]
- Declaration Of Robert Siciliano In Support Of Motion For Preliminary Approval Of Class Action Settlement [Doc. 247]
- Order Granting Preliminary Approval Of Class Action Settlement [Doc. 249]
- Deposition Transcript And Exhibits For Deposition Of Benedetto Demonte
- Plaintiffs' First Set Of Requests For Production Of Documents To 21st Century Oncology Holdings, Inc.
- Plaintiffs' First Set Of Requests For Production Of Documents To 21st Century Oncology Inc.

- Plaintiffs' First Set Of Requests For Production Of Documents To 21st Century Oncology Management Services, Inc
- Plaintiffs' First Set Of Requests For Production Of Documents To 21st Century Oncology Management Services, Inc
- Non-Party Consumerinfo.Com's Responses To Subpoena To Produce Documents, Information, Or Objects Or To Permit Inspection Of Premises In A Civil Action
- Non-Party Experian Information Solutions, Inc.'s Responses To Subpoena To Produce Documents, Information, Or Objects Or To Permit Inspection Of Premises In A Civil Action
- Subpoena To Produce Documents, Information, Or Objects Or To Permit Inspection Of Premises In A Civil Action Served On Experian Information Solutions, Inc.
- Subpoena To Produce Documents, Information, Or Objects Or To Permit Inspection Of Premises In A Civil Action Served On CIC Credit
- Subpoena To Produce Documents, Information, Or Objects Or To Permit Inspection Of Premises In A Civil Action Served On Consumerinfo.Com, Inc.
- Hearing Transcripts For Hearings Held On February 10, 2016, April 15, 2016, November 16, 2016, June 22, 2016, February 8, 2017, May 16, 2017, February 13, 2018, And September 19, 2019.
- Spread sheet detailing tasks performed by lawyers on behalf of the claim, including itemization of costs incurred
- Declarations of Class Counsel and the other lawyers who performed work in the class case and related matters
- Declaration of Julie Braman Kane in Support of Plaintiffs' Unopposed Motion for Attorneys' Fees, Costs and Service Awards
- Declaration of Joshua H. Eggnatz in Support of Plaintiffs' Unopposed Motion for Attorneys' Fees, Costs and Service Awards
- Declaration of Neil B. Fineman in Support of Plaintiffs' Unopposed Motion for Attorneys' Fees, Costs and Service Awards
- Declaration of Daniel C. Girard in Support of Plaintiffs' Unopposed Motion for Attorneys' Fees, Costs and Service Awards
- Declaration of Mark S. Goldman, Esq. in Support of Plaintiffs' Unopposed Motion for Attorneys' Fees, Costs and Service Awards
- Declaration of Eric A. Grover in Support of Plaintiffs' Unopposed Motion for Attorneys' Fees, Costs and Service Awards
- Declaration of Matthew B. George in Support of Plaintiffs' Unopposed Motion for Attorneys' Fees, Costs and Service Awards
- Declaration of Robert C. Gilbert in Support of Plaintiffs' Unopposed Motion for Attorneys' Fees, Costs and Service Awards
- Declaration of Steven R. Maher in Support of Plaintiffs' Unopposed Motion for Attorneys' Fees, Costs and Service Awards
- Declaration of Jodi Westbrook Flowers in Support of Plaintiffs' Unopposed Motion for Attorneys' Fees, Costs and Service Awards

- Declaration of Charles PT Phoenix in Support of Plaintiffs' Unopposed Motion for Attorneys' Fees, Costs and Service Awards
- Declaration of Aaron Brody in Support of Plaintiffs' Unopposed Motion for Attorneys' Fees, Costs and Service Awards
- Declaration of Kent G. Whittemore and The Whittemore Law Group, P.A. in Support of Plaintiffs' Unopposed Motion for Attorneys' Fees, Costs and Service Awards
- Declaration of Michael S. Etkin in Support of Plaintiffs' Unopposed Motion for Attorneys' Fees, Costs and Service Awards
- Declaration of Daniel S. Robinson in Support of Plaintiffs' Unopposed Motion for Attorneys' Fees, Costs and Service Awards
- Declaration of Cari Laufenberg in Support of Plaintiffs' Unopposed Motion for Attorneys' Fees, Costs and Service Awards
- Declaration Of Daniel S. Robinson In Support Of Unopposed Motion For Final Approval Of Class Action Settlement

Documents relating to *The Charter Oak Fire Insurance Company, et al. v. 21st Century Oncology Investments, LLC, et al.*, Case No. 17-cv-00582 (M.D. Fla.):

- Complaint For Declaratory Judgment [Doc. 1]
- Amended Complaint For Declaratory Judgment [Doc. 2]
- Amended Complaint For Declaratory Judgment [Doc. 61]
- Defendants' Dispositive Motion To Dismiss Plaintiffs' Complaint And Supporting Memorandum Of Law [Doc. 82]
- Declaration Of Scott N. Godes [Doc. 83]
- Individual Defendants' Motion To Transfer Later Filed, Related Action And Incorporated Memorandum Of Law [Doc. 97]
- Plaintiffs' Opposition To Individual Defendants' Motion To Transfer Later Filed, Related Action And Incorporated Memorandum Of Law [Doc. 102]
- Order [Doc. 103]
- Third Amended Complaint For Declaratory Judgment [Doc. 106]
- Defendants' Renewed Dispositive Motion To Dismiss Plaintiffs' Third Amended Complaint And Supporting Memorandum Of Law [Doc. 112]
- Defendant 21st Century Oncology Investments, LLC's Notice Of Bankruptcy And Automatic Stay [Doc. 114]
- Fourth Amended Complaint For Declaratory Judgment [Doc. 128]
- Defendants' Answer To Fourth Amended Complaint For Declaratory Judgment And Counterclaims [Doc. 130]
- Plaintiffs/Counter Defendants Answer To Counterclaims [Doc. 133]
- Joint Motion To Modify Stay To Allow Motions For Summary Judgment And To Set Briefing Schedule, Set Page Limitations, And Grant Leave To File Reply Briefs [Doc. 134]

- Order [Doc. 135]
- Case Management And Scheduling Order [Doc. 136]
- Plaintiffs’/Counter Defendants’ Dispositive Motion For Summary Judgment And Memorandum Of Law In Support [Doc. 137]
- Defendants’ Dispositive Motion For Summary Judgment And Incorporated Memorandum Of Law [Doc. 138]
- Declaration Of Cari Campen Laufenberg In Support Of Defendants’ Dispositive Motion For Summary Judgment And Incorporated Memorandum Of Law [Doc. 139]
- Joint Stipulation Of Agreed Material Facts [Doc. 140]
- Defendants’/Counter Plaintiffs’ Opposition To Plaintiffs’/Counter Defendants’ Dispositive Motion For Summary Judgment And Memorandum Of Law In Support [Doc. 141]
- Declaration Of Daniel S. Robinson In Support Of Defendants’/Counter Plaintiffs’ Opposition To Plaintiffs’/Counter Defendants’ Dispositive Motion For Summary Judgment And Memorandum Of Law In Support [Doc. 142]
- Plaintiffs’ Opposition To Defendants’ Motion For Summary Judgment [Doc. 143]
- Reply In Support Of Defendants’ Dispositive Motion For Summary Judgment And Memorandum Of Law [Doc. 144]
- Insurers’ Reply To Defendants’ Opposition To Insurers’ Motion For Summary Judgment [Doc. 145]
- Amended Insurers’ Motion To Strike Defendants’ Reference In Reply Brief To Matters Outside The Record [Doc. 147]
- Defendants’/Counter Plaintiffs’ Opposition To The Insurers’ Amended Motion To Strike Defendants’ Reference In Reply Brief To Matters Outside The Record [Doc. 148]
- Defendants’/Counter Plaintiffs’ Opposition To The Insurers’ Amended Motion To Strike Defendants’ Reference In Reply Brief To Matters Outside The Record [Doc. 149]
- Declaration Of Casie D. Collingnon [Doc. 150]
- Clerk’s Minutes: Proceedings Of Telephonic Status Conference [Doc. 152]
- Amended Case Management And Scheduling Order [Doc. 154]
- Plaintiffs’ Unopposed Motion To Clarify/Extend Deadlines In The Amended Case Management And Scheduling Order [Doc. 155]
- Plaintiffs’ Unopposed Motion To Extend Deadlines In The Amended Case Management And Scheduling Order [Doc. 159]
- Joint Motion To Set Schedule To Finalize And Execute Release [Doc. 161]
- Order [Doc. 162]
- Settlement And Release Agreement

Secondary Sources

- National Law Journal Billing Survey years 2014 – 2017