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**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION**

MICHELLE SALINAS, RAYMEL
WASHINGTON, and AMANDA
GORDON, individually and on behalf of all
others similarly situated,

Plaintiffs,

v.

BLOCK, INC. and CASH APP
INVESTING, LLC,

Defendants.

Hon. Magistrate Judge Sallie Kim

Case No.: 3:22-cv-04823

**PLAINTIFFS' NOTICE OF MOTION AND
MEMORANDUM OF POINTS AND
AUTHORITIES IN SUPPORT OF MOTION
FOR AWARD OF ATTORNEYS' FEES AND
COSTS, AND SERVICE AWARDS**

DATE: December 16, 2024
TIME: 9:30 A.M.
CTRM:

NOTICE OF MOTION AND MOTION

PLEASE TAKE NOTICE that on December 16, 2024 at 9:30 a.m., or as soon thereafter as the matter may be heard of the above-captioned case before the Hon. Magistrate Judge Sallie Kim, Plaintiffs Michelle Salinas, Raymel Washington, and Amanda Gordon (collectively, “Plaintiffs”), will and hereby do move for an Order, consistent with the terms of the Class Action Settlement Agreement in this case, awarding Class Counsel’s attorneys’ fees, reimbursing Class Counsel’s expenses, and awarding a Service Award of \$2,500.00 to each of the Class Representatives (\$7,500.00 total) .

Plaintiffs’ Motion is based on this Notice of Motion and Motion, the accompanying Memorandum of Points and Authorities, the Joint Declaration of Melissa Emert, Nicholas Migliaccio, and William Federman, the Declarations of Gary S. Graifman, William B. Federman, Nicholas A. Migliaccio, David A. Goodwin, Scott D. Hirsch and Robert Green, the Declarations of Class Representatives Raymel Washington and Amanda Gordon, the Declaration of Mary T. Frantz, the Class Action Settlement Agreement and Release (the “Settlement”) previously filed with the Court (ECF 76-2), and all papers filed in support thereof, the argument of counsel at the hearing of this Motion, all papers and records on file in this matter, and such other matters as the Court may consider.

Dated: August 15, 2024

/s/ Nicholas A. Migliaccio

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I. INTRODUCTION

The Court preliminarily approved the proposed Settlement of this action, and the Settlement Administrator has disseminated notice to Class Members in accordance with the Notice Plan.¹ Now, Plaintiffs respectfully request an award of attorneys' fees of Five Million Dollars (\$5,000,000.00) and, \$76,696.58 in necessary litigation expenses, and a service award of \$2,500.00 to each of the Class Representatives (\$7,500.00 in total) in accordance with the terms of the preliminarily approved Settlement between Plaintiffs and Defendants Block, Inc. and Cash App Investing, LLC. ("Cash App").

After nearly two years of hard-fought litigation, including three (3) full-day mediation sessions over the span of several months with additional telephone calls and exchanges of data with mediator Robert A. Meyer, Esq. of JAMS, the parties reached an exceptional Settlement that compensates Class Members for their losses and protects them against future risks. Based on the claims processed to date, the Settlement is valued at more than \$20 million. As explained in greater detail below, this includes the \$15 million non-reversionary Settlement Fund, and the \$5 million value of Defendants' changes in security practices resulting from this litigation.² The requested attorney's fees (\$5 million) amount to 25% of the value of the current settlement value, thus conforming to the benchmark established in the Ninth Circuit.

The requested fees are fair and reasonable considering Class Counsel's lodestar.³ Over nearly two (2) years of contested litigation, Plaintiffs' counsel devoted more than 2,644.30 hours and incurred a conservatively calculated, collective lodestar of \$1,874,297.30 and expenses of \$76,696.58 to secure the relief for the class. The time spent by Plaintiffs' Counsel in this litigation included investigating the initial claim for the data breach claims; investigating the claims based

¹ Unless otherwise noted, capitalized terms have the meaning ascribed to them in the Settlement Agreement. (ECF No. 76-2).

² For a full explanation of the Settlement's value, see *infra*, Section III.C.1.i

³ For ease of reference, the term "Class Counsel" as used herein includes the three co-lead firms, Kantrowitz, Goldhamer & Graifman, P.C., Migliaccio & Rathod LLP and Federman & Sherwood, together with the other class counsel involved in the case, being the firms of Gustafson & Gluek PLLC, Scott Hirsch Law Group and Liaison Counsel, Green & Noblin, P.C.

1 on operational security issues with the Cash App application and platform; interviewing and
2 vetting the various Plaintiffs; speaking with a multitude of potential class members who had a
3 breach or hacking event in their account; preparing the initial complaints and Consolidated
4 Complaint; obtaining discovery pursuant to Fed. R. Evid., Rule 408; engaging in multiple
5 mediation sessions with an experienced class action mediator, Robert A. Meyer; consolidating
6 the filed cases before the Court and seeking the appointment of Class Counsel; researching,
7 drafting, and amending the consolidated complaint on two different occasions to survive
8 Defendants' challenges to the complaints; meeting with and conferring with the Multi-State
9 Attorney General Task Force; compiling and supplying information requested by the Attorney
10 General Task Force; preparing a request for Proposal for multiple claims administration firms;
11 interviewing and retaining a cyber security expert; vetting and obtaining multiple rounds of bids
12 from the various claims administration firms; working with the selected firm to prepare the Notice
13 program and claims documents; preparing, finalizing and filing the Preliminary Approval
14 documents and negotiating an extremely favorable Settlement for the Class.

15 Further, the Class Settlement Notices are just being disseminated. Class Counsel and their
16 staffs are expected to devote additional time, estimated at more than approximately 1000 hours,
17 as they work to secure final approval of the Settlement, litigate any appeals, assist the numerous
18 Class Members with navigating through the claims process, address any objections and finalize
19 the settlement through final approval. The 1,000 hours of future time estimate is equally divided
20 between attorney and paralegal time with a blended rate of \$575.00 per hour, totaling an additional
21 lodestar amount of \$575,000.00. If that \$575,000 is considered (as it should be, especially as at
22 Final Approval much of it will have been incurred), that results in a combined lodestar on the part
23 of Class Counsel of \$2,449,297.30. See Joint Declaration of Class Counsel in Support of Motion
24 for Award of Attorneys' Fees, Reimbursement of Expenses and Service Award filed concurrently
25 herewith ("Jt. Decl.") at ¶69.

26 The requested fee award represents a lodestar multiple of 2.7, which is fair and reasonable
27 considering the significant risks Class Counsel faced, the complexity of the issues presented, and
28

1 the results and benefits achieved. If the future time to be incurred is included in the calculus, the
2 requested fee award represents a multiple of approximately 2.0.

3 Plaintiffs similarly request the Court award costs in the amount of \$76,696.58, which
4 reflect the reasonable costs necessary to pursue this litigation and secure the Settlement. The
5 relevant factors support the requested award.

6 Class Counsel also respectfully request the Court to award Service Awards of \$2,500 to
7 each of the three (3) Class Representatives for a total of \$7,500. As explained in their declarations
8 submitted in support of this Motion, each Class Representative did everything in their power to
9 represent the best interests of the Class and devoted a significant amount of time communicating
10 with attorneys, gathering evidence, reviewing and approving the complaints, responding to
11 informal discovery, and ultimately reviewing, approving, and executing the Settlement
12 Agreement. No Settlement would have been possible without their vital role.

13 **II. BACKGROUND**

14 **A. The Data Breach and the Procedural History of this Action**

15 Plaintiffs' operative Consolidated Complaint ("CC"), ECF. No. 73, alleges that
16 Defendants failed to take reasonable steps to safeguard customer information in connection with
17 two data breaches, the first occurring in December 2021 and the second occurring in 2023. The
18 breaches resulted in the unauthorized public release of the PII of Cash App Investing customers,
19 including Plaintiffs' and the Settlement Class Members' full names and Cash App brokerage
20 account numbers. The CC also alleged that there were significant security vulnerabilities affecting
21 the Cash App mobile application itself. Plaintiffs alleged that because of Defendants' negligence,
22 Plaintiffs and Class Members' PII has been compromised and their financial accounts, as well as
23 accounts unrelated to Cash App, are not secure, and were subject to unauthorized transactions.
24 As a result, Plaintiffs further alleged that potential Class Members' accounts were accessed
25 without authorization and/or used by unauthorized actors, Class Members had money taken from
26 their accounts, stolen funds were not refunded or were only partially refunded, and data associated
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1 with Cash App accounts was used in various unauthorized ways. Plaintiffs further alleged that
2 Defendants failed to respond appropriately to reports of these issues.

3 On August 23, 2022, Plaintiffs Salinas and Washington filed a Class Action Complaint
4 asserting claims against both Block and CAI “for their failure to exercise reasonable care . . . in
5 connection with [the Data Breach].” Case No. 22-cv-04823, ECF No. 1, ¶ 1. Plaintiffs Salinas and
6 Washington allege that their Private Information was compromised in the Data Breach, *id.* at ¶ 5,
7 that Defendants failed to implement reasonable measures to safeguard their Private Information,
8 *id.* ¶¶ 32, 48, that Defendants made misrepresentations regarding the steps they took to protect
9 their Private Information, *id.* ¶¶ 33–35, and that Plaintiffs and the Class have been injured as a
10 result. *See e.g. id.* ¶¶ 12–13, 16–17. Plaintiffs Salinas and Washington asserted eleven (11)
11 separate claims and sought to represent a nationwide class of individuals “whose Private
12 Information was compromised because of the Data Breach,” as well as Illinois, California, and
13 Texas subclasses. *Id.* ¶ 94.

14 Specifically, Plaintiffs alleged negligence; violations of California Consumers’ Legal
15 Remedies Act, Cal. Civ. Code §§ 1750, *et seq.* (the “CLRA”); fraud by omission; deceit by
16 concealment, Cal. Civ. Code §§ 1709 and 1710(3); negligent misrepresentation, Cal. Civ. Code
17 §§ 1709 and 1710(2); breach of implied contract; breach of confidence; invasion of privacy;
18 breach of fiduciary duty; and breach of the implied covenant of good faith and fair dealing. *See*
19 Consolidated Complaint, ECF No. 73.

20 On November 2, 2022, Plaintiff Gordon filed a separate class action complaint concerning
21 the same Data Breach noted above but also alleged claims against both Block and CAI based on
22 the security vulnerabilities affecting the Cash App mobile application itself. Case No. 22-cv-
23 06787, ECF No. 1, ¶ 4. Plaintiffs Gordon alleged that her Private Information was compromised
24 as a result. *Id.* ¶¶ 14, 16, 18. Like Plaintiffs Salinas and Washington, Plaintiff Gordon asserted that
25 Defendants failed to implement reasonable measures to safeguard her Private Information, *id.* ¶¶
26 4, 40–54, that Defendants made misrepresentations regarding the steps they took to protect her
27 Private Information, *id.* ¶¶ 8, 27–28, 124–26, and that she had been damaged as a result, *id.* ¶¶

1 14–15, 65. She sought to represent a nationwide class of “current or former customers . . . who
2 have had their [Private Information] compromised as a result of Defendants’ negligent security .
3 . . .,” as well as a Texas subclass. *Id.* ¶ 70.

4 Plaintiff Gordon’s opposition to consolidation, filed in December 2022, was withdrawn
5 following extensive conversations and exchanges of information between the Parties. These
6 discussions led to a determination that the Salinas Action and the Gordon Action stem from
7 Defendants’ pattern and practice of failing to adequately safeguard customer information and
8 funds. As a result, Plaintiffs Gordon, Salinas, and Washington, through their counsel, filed for
9 consolidation on December 21, 2023 and appointment of interim lead class counsel. The operative
10 Consolidated Complaint was filed on February 9, 2024.

11 Plaintiffs’ Counsel and Defendants’ Counsel conducted a thorough examination and
12 investigation of the facts and law relating to the matters in the Litigation.

13 **B. Settlement Negotiations and Mediation**

14 The Parties engaged in extensive, arms-length negotiations over the course of many
15 months, including three full-day mediation sessions in 2023 on April 4, October 18, and
16 November 15 with Robert A. Meyer, Esq. of JAMS. (*See* Jt. Decl. ¶ 27).

17 During the mediation, Plaintiffs’ counsel compiled for defense counsel a compendium of
18 scores of individual communications from Cash App customers relating to breaches, unauthorized
19 withdrawals or unauthorized transactions they claimed occurred.

20 Prior to each mediation session, the parties prepared comprehensive mediation briefs,
21 exchanged information and legal arguments, and commenced mediation with Mr. Meyers fully
22 prepared for each of the mediation days. Although progress was made at the initial mediation
23 sessions, the case did not settle at the initial mediation, and the parties continued negotiations
24 directly and through the mediator while continuing to present arguments to each other. (*Id.*) The
25 parties reported the status of their negotiations to the Court on multiple occasions, and the Court
26 granted their request to stay the case, including the then-pending motion to dismiss to allow those
27 negotiations to continue. (Dkt. 63, 65, 67).

1 Eventually the Parties reached agreement on the salient terms of the Settlement and
2 executed a term sheet which led to further negotiations which resulted in execution of a Settlement
3 Agreement dated on or about February 17, 2024.

4 During these negotiations, the parties collaborated on the logistics and substance of the
5 notice plan. (Jt. Decl. ¶ 31.) Class Counsel spent numerous hours negotiating multiple rounds of
6 bids from well-established, experienced, and highly regarded class action administration firms.
7 (*Id.* ¶ 31.) As a result, Plaintiffs maximized the amount that would be available for payment of
8 claims, by minimizing notice and administration costs, while ensuring that the notice and
9 administration plan complied with all rules, guidelines, and due process requirements. (*Id.* ¶ 31.)

10 **C. Preliminary Approval**

11 On March 3, 2024, Class Counsel moved for preliminary approval of the Settlement. (Dkt.
12 76.) The motion included the various categories of information required to be furnished pursuant
13 to the Northern District of California Guidance for Class Action Settlements. The Court granted
14 that motion on June 6, 2024 (Dkt. 96).

15 On April 30, 2024, the Court set the hearing for Preliminary Approval for May 6, 2024
16 and asked counsel to address a series of questions posed by the Court in the Order (Dkt. 92). On
17 May 6, 2024, the Court convened the hearing on Preliminary Approval at which counsel for the
18 Parties addressed the Court's questions. On June 3, 2024, after receiving the information
19 requested, the Court preliminarily approved the settlement and issued the schedule for notice, and
20 for the final approval papers (Dkt. 96).

21 For the reasons addressed below, the value of the Settlement exceeds \$20 million; there
22 was no collusion between Plaintiffs and Defendants; and the lodestar cross-check supports
23 granting the requested attorneys' fees and costs in full. Jt. Decl. ¶¶ 38, 57-59, 68-70. In addition,
24 Plaintiffs adequately explain below and in the Class Representative declarations why the incentive
25 payments for the Class Representatives are justified and appropriate, and how each of the named
26 Plaintiffs participated in the litigation of this action.

27 **D. Settlement Administration**

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1 The Parties selected Angeion Group as the Claims Administrator following a highly
 2 competitive bidding process to identify the most efficient settlement administration option for the
 3 benefit of the Class Members. Jt. Decl. ¶ 45.

4 **III. ARGUMENT**

5 **A. The Court Should Approve the Application for Award of Attorneys' Fees**

6 District courts may award attorneys' fees and costs to a prevailing plaintiff where "the
 7 successful litigants have created a common fund for recovery or extended substantial benefit to
 8 the class.'" *In re Bluetooth Headset Prods. Liab. Litig.*, 654 F. 935, 941 (9th Cir. 2011) (quoting
 9 *Alyeska Pipeline Serv. Co. v. Wilderness Soc.*, 421 U.S. 240, 275 (1975)). Where counsel for a
 10 class seeks fees from a common fund, courts within the Ninth Circuit have discretion to employ
 11 either the percentage-of-fund or the lodestar-multiplier method to determine whether the fee
 12 request is reasonable. *See Smith v. Pac. Pers. Servs.*, No. 17-cv-03594-SK, 2018 U.S. Dist. LEXIS
 13 246972, at *22 (N.D. Cal. Oct. 11, 2018) (Kim, M.J.) (referencing *In re Mercury Interactive*
 14 *Corp.*, 618 F.3d 988, 992 (9th Cir. 2010). "Because the benefit to the class is easily quantified
 15 in common-fund settlements, we have allowed courts to award attorneys a percentage of
 16 the common fund in lieu of the often more time-consuming task of calculating the lodestar." *Id.*
 17 (quoting *Bluetooth*, 654 F.3d at 942). Regardless of the chosen method, courts must award
 18 attorneys' fees based on an evaluation of "all of the circumstances of the case." *Vizcaino v.*
 19 *Microsoft Corp.*, 290 F.3d 1043, 1048 (9th Cir. 2002).

20 Whether applying the lodestar or percentage method, "the most critical factor is the degree
 21 of success obtained." *Hensley v. Eckerhart*, 461 U.S. 424, 436 (1983); *see also Bluetooth*, 654
 22 F.3d at 942 ("Foremost among these considerations . . . is the benefit obtained for the class.");
 23 Federal Judicial Center, *Manual for Complex Litigation*, § 27.71, 336 (4th ed. 2004) ("[The]
 24 fundamental focus is on the result actually achieved for class members.").

25 **B. The Court Should Use the Percentage Method to Calculate Reasonable** 26 **Attorneys' Fees**

27 Under the "percentage-of-the-fund" method, the "court simply awards the attorneys
 28 a percentage of the fund sufficient to provide class counsel with a reasonable fee." *Hanlon*

1 v. *Chrysler Group*, 150 F.3d 1011, 1029 (9th Cir. 1998). Most courts have found the percentage
 2 approach superior in cases with a common-fund recovery because it (i) parallels the use of
 3 percentage-based contingency fee contracts; (ii) aligns the lawyers’ interests with that of the class
 4 in achieving the maximum possible recovery; and (iii) reduces the burden on the court by
 5 eliminating the detailed and time-consuming lodestar analysis. *See In re HP Inkjet Printer Litig.*,
 6 716 F.3d 1173, 1178 (9th Cir. 2013) (“[C]ourts try to . . . [tie] together the interests of class
 7 members and class counsel” by “tether[ing] the value of an attorneys’ fees award to the value of
 8 the class recovery . . . [t]he more valuable the class recovery, the greater the fees award . . . [a]nd
 9 vice versa.”); *In re Activision Sec. Litig.*, 723 F. Supp. 1373, 1374–77 (N.D. Cal. 1989); *Vinh*
 10 *Nguyen v. Radient Pharm. Corp.*, No. 11-cv-00406, 2014 WL 1802293, at *9 (C.D. Cal. May 6,
 11 2014) (“There are significant benefits to the percentage approach, including consistency with
 12 contingency fee calculations in the private market, aligning the lawyers’ interests with achieving
 13 the highest award for the class members, and reducing the burden on the courts that a complex
 14 lodestar calculation requires.”).

15 The district court may award plaintiffs’ attorneys a percentage of the common fund, so long
 16 as that percentage represents a reasonable fee. *See e.g., Wash. Pub. Power Supply Sys.*, 19 F.3d at
 17 1294 n.2. Although the Ninth Circuit has set 25% of a common fund as a “benchmark” award under
 18 the percentage-of-the-fund method, courts award more than the benchmark when justified,
 19 considering factors much like those considered when determining whether a multiplier is
 20 appropriate under the lodestar approach. *Vizcaino*, 290 F.3d at 1048, 1051. “It is not unusual . . . for
 21 courts to award attorney’s fees above this benchmark rate.”
 22 *Ayala v. AT&T Mobility Servs., LLC*, No. 2:18-cv-08809-FLA (MRWx), 2024 U.S. Dist. LEXIS
 23 48470, at *11 (C.D. Cal. Mar. 18, 2024) (collecting authority); *In re Omnivision Techs., Inc.*, 559
 24 F. Supp. 2d 1036, 1047 (N.D. Cal. 2008) (“[I]n most common fund cases, the award exceeds that
 25 benchmark.”).

26 The Settlement here is valued at \$20 million. As such, the requested fee award of \$5 million
 27 presently represents approximately 25% of the current Settlement Value. *See supra*, Section III.A.

Accordingly, the requested fee here will be well within the guidelines of the Ninth Circuit’s 25% “benchmark” for such awards. *Vizcaino*, 290 F.3d at 1047.

As explained below, the extraordinary result presented by the Settlement, the contingent nature of representation, the risks of nonpayment, the highly complex nature of the litigation and the high caliber of lawyering required and employed by all counsel weigh in favor of a much higher percentage of the fund than that sought by Class Counsel here.

C. The Relevant Factors Support Class Counsel’s Requested Fee Award

Class Counsel’s request for an award of 25% of the common fund “is within the ‘usual range’” of fee awards that the Ninth Circuit award in common fund cases, and reasonable under the factors that courts in this Circuit apply to evaluate a fee award. *Munoz v. Big Bus Tours Ltd.*, No. 18-05761, 2020 WL 13533045, at *4 (N.D. Cal. Feb. 12, 2020) (citing *Vizcaino*, 290 F.3d at 1047); *See also, In re Omnivision Technologies, Inc.*, 559 F. Supp. 2d. at 1047.

1. Class Counsel Achieved an Exceptional Result for the Class

“The overall result and benefit to the class from the litigation is the most critical factor in granting a fee award.” *Omnivision*, 559 F. Supp. 2d at 1046; *see also* Federal Judicial Center, Manual for Complex Litigation, § 27.71, p. 336 (4th ed. 2004) (the “fundamental focus is the result actually achieved for class members”). “[W]hen determining the value of a settlement, courts consider the monetary and non-monetary benefits that the settlement confers.” *Miller v. Ghirardelli Chocolate Co.*, No. 12-cv-04936, 2015 WL 758094, at *5 (N.D. Cal. Feb. 20, 2015); *see also Vizcaino*, 290 F.3d at 1049 (affirming enhanced fee award where “the court found that counsel’s performance generated benefits beyond the cash settlement fund”); *Linney v. Cellular Alaska P’ship*, No. C-96-3008 DLJ, 1997 WL 450064, at *7 (N.D. Cal. July 18, 1997) *aff’d*, 151 F.3d 1234 (9th Cir. 1998) (granting fee award of 1/3 of common fund where settlement provided additional non-monetary relief).

i. The Settlement Value Is Currently Valued at \$20 Million and Is Likely to Exceed This Amount

Class Counsel’s efforts generated an exceptional Settlement valued at \$20 million, which includes a \$15 million non-reversionary Settlement Fund, and important business practice changes

by Cash App as a result of this litigation to address and alleviate the alleged security deficits on its mobile application and platform, which are conservatively valued at Five Million Dollars (\$5,000,000.00). Frantz Decl. ¶¶ 23-29. As further described in Plaintiffs' Motion for Preliminary Approval (Dkt. 76), the \$15 million non-reversionary Settlement Fund will be used by the Settlement Administrator to pay (a) Notice and Administrative Expenses; (b) Approved Settlement Class Members' Claims; (c) any attorneys' Fee Award and Costs approved by the Court; and (e) Service Award Payments approved by the Court. Jt. Decl. ¶ 41.

**ii. The Value of Cash App's Business Practice
and Security Adjustments is \$5 Million**

In addition to the Settlement Fund, Plaintiffs demanded and Cash App agreed to implement valuable business practice changes which will harden Cash App's existing cyber security. This relief is crucial because Plaintiffs' and Class members' PII remain in Cash App's possession.

As described above, and as further described in the attached declaration of Plaintiffs' cybersecurity expert, Mary Frantz, these business practice changes include:

- 1) Vulnerability Management: Defendants will maintain a program to recognize, understand, and mitigate security risks. II.F.1.
- 2) Infrastructure/Application Testing: Defendants will maintain a multifaceted security program including:
 - a. Training to prevent common coding vulnerabilities;
 - b. A Security team dedicated to Cash App's software and infrastructure;
 - c. Internal vulnerability scans;
 - d. An outside vendor to scan for vulnerabilities;
 - e. Annual third-party penetration testing;
 - f. A public bug bounty program. II.F.2.
- 3) Threat Intelligence: Defendants will maintain a threat intelligence team. II.F.3.
- 4) Third Party Attestation: Defendants will annually have conducted:

- a. Independent third-party SOC Type II examination, regarding design and operating effectiveness of controls relevant to the Security, Availability, Processing Integrity, and Confidentiality trust service criteria;
- b. Independent PCI DSS assessment covering data security requirements for protecting cardholder data processed, stored, or transmitted. II.F.4.

Many of these remedial changes were suggested by Plaintiffs cybersecurity expert, Mary Frantz, in consultation with Class Counsel, after reviewing relevant documents and information concerning security of the Cash App application. During the litigation, Plaintiffs' expert requested information from Cash App which was supplied by Defendants. Thus, Ms. Frantz had a sufficient understanding of the state of Cash App's data security practices, procedures, and shortcomings at the time the above business practice changes were developed. Ms. Frantz concluded that "the business practice changes included in the proposed Settlement Agreement address the industry standard technical and administrative deficiencies that contributed to the Cash App's data breach and if implemented would reduce the risk to consumers of Cash App's payment services platform." See Frantz Decl. at ¶ 4. Ms. Frantz's valuation of the security measures is well in excess of \$5 million. *Id.* at ¶¶ 23-29.

iii. The Value Ascribed to Cash App's Remedial Measures Is Conservative

"Incidental or non-monetary benefits conferred by the litigation are relevant circumstances" in determining an appropriate award of attorneys' fees, under both the lodestar and percentage methods. *Vizcaino*, 290 F.3d at 1049 (concluding that change in employer practices and clarification of law were factors supporting fee award) (citing with approval *Bebchick v. Wash. Metro. Area Transit Comm'n*, 805 F.2d 396, 408 (D.C. Cir. 1986) ("[A]n upward adjustment to the lodestar is appropriate to reflect the benefits to the public flowing from this litigation.")); *Staton v. Boeing Co.*, 327 F.3d 938, 974 (9th Cir. 2003) ("[C]ourts should consider the value of the injunctive relief obtained as a 'relevant circumstance' in determining what percentage of the common fund class counsel should receive as attorneys' fees."); *In re Solara Medical Supplies Data Breach Litig.*, No. 3:19-cv-02284, ECF No. 150 (S.D. Cal., Sept. 12, 2022) (granting the plaintiffs' motion for attorney's fees in a data breach class action where the requested

1 attorney's fees were based in part on the value the remedial measures added to the settlement).

2 In addition, because the remedial measures bolster Cash App's global security—not just
3 the attack vector used for the Data Breach—these remedial measures provide an enormous benefit
4 to *all* Class Members (and any individuals for whom Cash App stores PII), regardless of whether
5 they submit a claim for other benefits. *Id.*; *see also Troy v. Aegis Senior Cmtys. LLC*, No. 16-cv-
6 03991-JSW, 2021 U.S. Dist. LEXIS 248899, at *11-12 (N.D. Cal. Aug. 23, 2021) (the avoided
7 economic harm which equals the benefits received as compensatory relief could serve as the basis to
8 value the future benefits of the injunctive relief). Here, the Class will receive approximately \$15 million
9 in relief for injuries incurred in the past. The security measures now introduced will avoid that harm
10 prospectively and thereby save Class Members conservatively an equal amount in the future because
11 of the elimination of the security vulnerabilities that caused that past harm.

12 Because “the value to individual class members of benefits deriving from injunctive
13 relief can be accurately ascertained,” the amount of such relief may be included “as part of
14 the value of a common fund for purposes of applying the percentage method of determining
15 fees.” *In re Anthem, Inc. Data Breach Litig.*, No. 15-MD-02617-LHK, 2018 WL 3960068, at *8
16 (N.D. Cal. Aug. 17, 2018) (quoting *Staton*, 327 F.3d at 974); *see also In re Checking Account*
17 *Overdraft Litig.*, No. 1:09- MD-02036-JLK, 2013 WL 11319243, at *13 (S.D. Fl. Aug. 2, 2013)
18 (adding value of non-assessed overdraft fees to common fund before applying percentage method);
19 *McCoy v. Health Net, Inc.*, 569 F. Supp. 2d 448, 478 (D.N.J. 2008) (including value of injunctive
20 relief that benefits the class in percentage-of-recovery calculation). At a minimum, the Court should
21 “consider the value of this nonmonetary relief as ‘a “relevant circumstance” in determining what
22 percentage of the common fund class counsel should receive as attorneys' fees, rather than as part
23 of the fund itself.” *Anthem*, 2018 WL 3960068, at *8.

24 2. Class Counsel Undertook Substantial Risk in this Litigation

25 Risk is a critical factor in determining a fair fee award. *In re Omnivision Techs., Inc.*, 559 F.
26 Supp. 2d at 1046-1047 (“The risk that further litigation might result in Plaintiffs not recovering at
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1 all, particularly a case involving complicated legal issues, is a significant factor in the award of
 2 fees”) (citing *Vizcaino*, 290 F.3d at 1048).

3 Defendants have steadfastly denied Plaintiffs’ allegations of wrongdoing, and but for the
 4 settlement, would have vigorously defended against Plaintiffs’ claims with a motion to compel
 5 arbitration, dispositive motions, and vehement opposition to class certification.

6 All of these considerations, and others, made continued litigation risky. Indeed, data breach
 7 cases are, by nature, especially risky and expensive. This case is no exception to that rule. It involves
 8 millions of Settlement Class Members, complicated and technical facts, a well-funded defendant,
 9 and numerous contested issues on arbitration, class certification and substantive defenses. There are
 10 numerous substantial hurdles that Plaintiffs would have had to overcome before the Court might
 11 find a trial appropriate.

12 Given the early stage of the litigation, the legal sufficiency of Plaintiffs’ pleading was not
 13 tested by a motion to dismiss. Data breach cases, particularly, face substantial hurdles in surviving
 14 even past the pleading stage and are among the most risky and uncertain of all class action litigation.
 15 *See, e.g., Hammond v. The Bank of N.Y. Mellon Corp.*, No. 08 Civ. 6060, 2010 WL 2643307, at *1
 16 (S.D.N.Y. June 25, 2010) (collecting cases). Were litigation to proceed, there would be numerous
 17 expert reports and costly depositions, which would present significant expenses. As in any data
 18 breach class action, establishing causation and damages on a class-wide basis is largely uncharted
 19 territory and full of uncertainty.

20 **3. The Settlement Required Skill and High-Quality Work**

21 The “prosecution and management of a complex national class action requires unique legal
 22 skills and abilities” that are to be considered when determining a reasonable fee. *In re Omnivision*
 23 *Techs., Inc.*, 559 F. Supp. 2d at 1047 (citation omitted); *see also Vizcaino*, 290 F.3d at 1048
 24 (reasoning that the complexity of the issues involved and skill and effort displayed by class
 25 counsel are among the relevant factors for determining the proper fee under the percentage
 26 approach). The relative speed with which counsel achieves a good result also illustrates the quality
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1 of their work. “A surgeon who skillfully performs an appendectomy in seven minutes is entitled
 2 to no smaller fee than one who takes an hour; many a patient would think he is entitled to more.”
 3 *Purdy v. Sec. Sav. & Loan Asso.*, 727 F. Supp. 1266, 1278-79 (E.D. Wis. 1989) (internal quotation
 4 and citation omitted) (commending counsel for settling the case within 15 months and awarding
 5 a 2.0 multiplier on lodestar). Indeed, “a prompt and efficient attorney who achieves a fair
 6 settlement without litigation serves both his client and the interests of justice.” *Rates Tech., Inc.*
 7 *v. Speakeasy, Inc.*, 685 F.3d 163, 172 (2d Cir. 2012) (internal citations and quotations omitted).

9 Class Counsel are experienced litigators who have successfully prosecuted and resolved
 10 numerous large consumer class actions and other complex matters, including other data breach
 11 cases. See Firm Resumes of the respective Class Counsel at Exhibits 1 through 6 of the Joint Decl.
 12 Class Counsel’s skill and relevant experience were critical to achieving the Settlement here. As
 13 discussed herein and in counsels’ supporting declarations, investigating, prosecuting, and settling
 14 this matter required considerable commitment of time and resources by Class Counsel.

16 Courts also consider “the quality of opposing counsel as a measure of the skill required to
 17 litigate the case successfully.” *In re American Apparel, Inc. S’holder Litig.*, No. 10-cv-06352 MMM
 18 (JCGx), 2014 WL 10212865, at *22 (C.D. Cal. 2014). Here, the caliber of opposing counsel
 19 supports the requested award, given that Plaintiffs were adverse to one of the best law firms in the
 20 country with virtually unlimited resources at their disposal. See *Vizcaino v. Microsoft Corp.*, 142 F.
 21 Supp. 2d 1299, 1303 (W.D. Wash. 2001); see also *Wing v. Asarco*, 114 F.3d 986, 989 (9th Cir.
 22 1997) (noting the district court’s evaluation of class counsel’s “first-rate job”).

24 **4. Class Counsel Worked on a Fully Contingent Basis**

25 The Ninth Circuit has confirmed that a fair fee award must include consideration of the
 26 contingent nature of the fee. See, e.g., *Vizcaino*, 290 F.3d at 1050. Courts long have recognized that
 27 the public interest is served by rewarding attorneys who assume representation on a contingent basis
 28

1 with an enhanced fee to compensate them for the risk that they might be paid nothing at all for their
 2 work. *See, e.g., In re Wash. Pub. Power Supply Sys. Sec. Litig.*, 19 F.3d 1291, 1299 (9th Cir. 1994)
 3 (“Contingent fees that may far exceed the market value of the services if rendered on a non-
 4 contingent basis are accepted in the legal profession as a legitimate way of assuring competent
 5 representation for plaintiffs who could not afford to pay on an hourly basis regardless whether they
 6 win or lose.”); *Vizcaino*, 290 F.3d at 1051 (observing courts reward successful class counsel in
 7 contingency cases “by paying them a premium over their normal hourly rates”). This factor deserves
 8 particular weight under the unique circumstances of this matter.

9 If Class Counsel had been able to negotiate a fee directly with Class Members, a 25%
 10 contingent fee would have been eminently reasonable, if not low, for a case this complex, risky, and
 11 difficult. Given the prospective risks and difficulties, it would have been reasonable for Class
 12 Members to retain counsel at no cost to them unless counsel succeeded, in which case counsel would
 13 be entitled to 25% of the total of any fund recovered (after counsel’s expenses). This is especially
 14 true given the willingness of Class Counsel’s law firms to advance more than 2600 hours of time
 15 and \$76,696.58 in costs, with no promise of recovering those funds unless the case was successful.

16 Class Counsel prosecuted this matter on a purely contingent basis, agreeing to advance all
 17 necessary expenses and that they would only receive a fee if there was a recovery. *Jt. Decl.* ¶ 15.
 18 To date, Class Counsel has received no compensation at all litigating this case on behalf of the Class.
 19 Class Counsel’s “substantial outlay,” and the risk that none of it would be recovered, further
 20 supports the award of their requested fees. *In re Omnivision Techs., Inc.*, 559 F. Supp. 2d at 1047.

21 **5. The Requested Fee Award Is Not the Product of Collusion**

22 First, the mediation and settlement negotiations here, as well as the ultimate product of those
 23 interactions between Plaintiffs’ and Defendants’ counsel were facilitated and overseen by an
 24 experienced neutral mediator: Robert A. Meyer, Esq. of JAMS. *Jt. Decl.* ¶ 27. This supports the
 25 finding that the negotiations were fair and without collusion or fraud. *Swain v/ Anders Group, LLC*,
 26 2022 WL 5250139 at *10 (E.D. Cal. Oct. 6, 2022); *G.F. v. Contra Costa Cnty.*, No. 3:13-cv-03667,
 27 2015 WL 4606078, *13 (N.D. Cal. July 30, 2015) (“[t]he assistance of an experienced mediator in
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the settlement process confirms that the settlement is non-collusive”) (quoting *Satchell v. Fed. Exp. Corp.*, No. 3:03-cv-02659, 2007 WL 1114010, at *4 (N.D. Cal. Apr. 13, 2007)); *In re Bluetooth*, 654 F.3d at 948 (finding that engaging in formal mediation with an experienced mediator weighs “in favor of a finding of non-collusiveness”).

Second, the Settlement is non-reversionary—a factor that weighs against any indicia of collusion. Cases in the Ninth Circuit that have identified “subtle signs” of collusion include those where the defendant is set to recover some of the settlement fund through a reversionary agreement. *See, e.g., McKinney-Drobnis v. Oreshack*, 16 F.4th 594, 610 (9th Cir. 2021) (“[W]e have identified ‘reverter’ or ‘kicker’ provisions as red flags.”); *Maree v. Deutsche Lufthansa AG*, No. 8:20-cv-00885, 2022 WL 5052582, *4 (C.D. Cal. Sep. 30, 2022) (denying claims-made settlement due to the “clandestine” nature of settlement negotiations conducted without any formal discovery). However, where the settlement is non-reversionary, but a clear-sailing agreement exists, courts have found that the clear-sailing agreement is not necessarily a strong indicator of collusion. *See Lim v. Transforce, Inc.*, No. LA CV19-04390 JAK, 2022 WL 17253907, *12 (C.D. Cal. Nov. 15, 2022) (granting preliminary approval and finding no collusion where non-reversionary settlement reached under supervision of mediator); *Lusk v. Five Guys Enters. LLC*, No. 1:17-cv-00762-AWI, 2022 WL 4791923, *9 (E.D. Cal. Sep. 30, 2022) (finding no collusion based on same).

6. The Requested Amount Is Comparable to Attorneys’ Fees Awarded in Other Cases

In determining whether an award is reasonable, courts may look to awards made in similar cases. *See Vizcaino*, 290 F.3d at 1050 n.4. Where the percentage-of-the fund method is employed, it is well established that 25% of a common fund is a presumptively reasonable amount of attorneys’ fees. *See, e.g., Bluetooth*, 654 F.3d at 942 (“[C]ourts typically calculate 25% of the fund as a ‘benchmark’ for a reasonable fee award, providing adequate explanation in the record of any ‘special circumstances’ justifying a departure.”). However, “in most common fund cases, the award exceeds” the 25% benchmark. *Knight v. Red Door Salons, Inc.*, No. 08-cv- 1520 SC, 2009 WL 248367, at *6 (N.D. Cal. Feb. 2, 2009).

1 The request here is modest both in absolute and in percentage-of-fund terms, compared with
 2 awards in other data breach cases. For instance, the fee requested here compares favorably with that
 3 awarded in *Home Depot*, where relying primarily on the lodestar method, the court approved a fee
 4 award of \$7,536,497.80 after applying a 1.3 multiplier to counsel’s base lodestar of \$5,797,306,
 5 where the settlement featured a \$13 million settlement fund, and was valued at \$27 million total.
 6 *Home Depot*, 2016 WL 11299474, at *1-2 (N.D. Ga. Aug. 23, 2016) (granting fee motion); *see also*
 7 *id.* No. 1:14-md-02583, at Dkt. 226-1 (explaining settlement benefits in detail in motion for final
 8 approval).

9 The *Anthem* court applied the percentage-of-fund approach to award plaintiffs’ counsel in
 10 that data breach case 27% of the settlement fund, for a total of \$31.05 million. *Anthem*, 2018
 11 WL 3960068, at *16. Similarly, the *Target* court approved a fee award of \$6.75 million, which
 12 represented 29% of defendant’s total payout, which included a \$10 million settlement fund.
 13 *In re Target Corp. Customer Data Security Breach Litig.*, No. 14-md-02522, 2015 WL 7253765,
 14 at *3 (D. Min. Nov. 17, 2015) (affirmed on this point, *In re Target Corp. Customer Data Sec.*
 15 *Breach Litig.*, 892 F.3d 968, 977 (8th Cir. 2018)).

16 Here, Class Counsel’s fee request presently represents 25% of the current conservatively
 17 estimated Settlement Value of \$20 million. Accordingly, the request compares favorably to other
 18 comparable cases.

19 **D. Lodestar Cross-Check Confirms the Reasonableness of the Requested Fees**

20 Application of the lodestar method here confirms the propriety of Class Counsel’s fee
 21 request. Under the lodestar method, “the district court ‘multiplies a reasonable number of hours by
 22 a reasonable hourly rate.’” *Stetson v. Grissom*, 821 F.3d 1157, 1166 (9th Cir. 2016) (quoting *Fischel*
 23 *v. Equitable Life Assurance Soc’y*, 307 F.3d 997, 1006 (9th Cir. 2002)). The lodestar amount may
 24 then be adjusted by a risk multiplier, and/or “a multiplier that reflects ‘a host of “reasonableness”
 25 factors.’” *Stetson*, 821 F.3d at 1166 (quoting *In re Bluetooth*, 654 F.3d at 941-42).

26 In performing the cross-check, however, “the determination of fees should not result in a
 27 second major litigation,” and “trial courts need not, and indeed should not, become green-eyeshade
 28

1 accountants. The essential goal...is to do rough justice, not to achieve auditing perfection.” *Jarrell*
 2 *v. Amergas Propane, Inc.*, No. 16-CV-01481-JST, 2018 WL 1640055, at *4 (N.D. Cal. Apr. 5,
 3 2018) (citations omitted).

4 **1. The Number of Hours Claimed Is Reasonable**

5 Plaintiffs’ Counsel maintained contemporaneous, detailed time records billed in 6-minute
 6 increments. The hours expended by each Plaintiffs’ Counsel firm included in the present request are
 7 detailed in the accompanying Joint Declaration, based on the individual firm declarations submitted
 8 herewith, and have been reviewed in detail by Class Counsel. Jt. Decl. ¶¶ 60-63. The total amount
 9 of hours and lodestar incurred to date are respectively 2,644.30 hours and \$1,874,297.30 in lodestar

10 In anticipation of the filing of the fee motion, Class Counsel collectively reviewed the time
 11 submissions, audited them, and reduced hours that appeared duplicative, excessive, or unnecessary.
 12 Joint Decl. ¶ 85. 1014, 1028-29 (9th Cir. 2000), *as amended on denial of reh’g* (Nov. 2, 2000)
 13 (counsel are entitled to recover for all hours reasonably expended); *Moore v. James H. Matthews &*
 14 *Co.*, 682 F.2d 830, 839 (9th Cir. 1982) (“every item of service which, at the time rendered, would
 15 have been undertaken by a reasonable and prudent lawyer to advance or protect his client’s
 16 interest”) (citation omitted).

17 As detailed above and in the attached declarations, these hours include: (1) engaging in
 18 extensive efforts to develop strategic plans, (2) extensive background investigation, (3) vetting
 19 potential class representatives, (4) self-organizing and consolidating the cases before this Court, (5)
 20 extensively researching and filing the consolidated complaint, (6) meeting and conferring with
 21 defense counsel and negotiating agreements regarding discovery, (7) undertaking substantial
 22 investigation of the Data Breach, the security vulnerabilities and the corporate structure of
 23 Defendants, (8) consulting with a highly regarded cybersecurity expert concerning the Data Breach
 24 and the security vulnerabilities of Cash App, (9) preparing extensive mediation briefing and
 25 preparing for and attending multiple private mediation sessions before Robert A. Meyers, Esq. of
 26 JAMS, (10) attending three days of mediations in 2023 on April 4, October 18, and November 15,
 27 (11) negotiating the details of the Settlement Agreement over multiple months and securing
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1 preliminary approval of the Settlement, (12) responding to inquiries from Class Members after Class
2 Notice was disseminated, (13) preparing the preliminary approval motion papers, addressing the
3 concerns raised by the Court and attending the May 6, 2024 hearing for Preliminary Approval, (14)
4 addressing inquiries raised by the multi-state Attorney General task force, (15) vetting multiple
5 Claims Administration and working with Angeion Group to prepare and implement the Notice Plan
6 and Claim Forms, and (16) monitoring and aiding Class Members in the claims process. Jt. Decl. ¶
7 67.

8 Moreover, additional work will be required. Class Counsel must still: (1) prepare for and
9 attend the final approval hearing, including the research and drafting of the reply papers and
10 responses to objections; (2) continue to respond to the many inquiries from Class Members; (3)
11 assist multiple Class Members in navigating through the Claims Process, including submission of
12 required documentation where needed; (4) oversee the Settlement through final approval of
13 distribution of the common fund; (5) oversee the claims administration process, including
14 addressing any claim review issues; and (6) handle any appeals. *Id.* As set forth above and in the
15 Joint Declaration, an estimate of 1,000 hours additional time results in a combined lodestar on the
16 part of Class Counsel of \$2,449,297.30. Jt. Decl. ¶ 69.

17 In addition, going forward, counsel will continue to advocate for Class Members, answer
18 their inquiries in connection with the filing of claims and submission of documents necessary to
19 qualify; address Class Members questions relating to deficiency letters they may receive with regard
20 to their claims in order to assist them in qualifying; advocate for Class Members whose claims
21 have been denied and who seek to have such claims reviewed in the internal review process; and
22 address issues of payment amounts which may be raised by Class Members who have approved
23 claims. Based on the substantial experience of Class Counsel in other class settlements involving
24 submission of documentation as part of the qualifying process, Class Counsel reasonably estimate
25 at least an additional 1,000 hours will be devoted to this action going forward by counsel and their
26 staffs. See Paragraphs 8-9, 18 of the Declaration of Gary S. Graifman in Support of Award of
27 Attorneys' Fees and Reimbursement of Expenses ("Graifman Decl.") submitted herewith as Exhibit
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1 1 of the Joint Decl. In this case, 99 million (99,000,000) email notices will be sent. Counsel has
2 already received direct inquiries from approximately 1,000 Class Members. The email notices will
3 continue to roll out over the next several days.

4 Case law is clear - Future time incurred by counsel may be submitted and considered by the
5 Court in determining the attorneys' fee award. *See Hanlon v. Chrysler Corp.*, 150 F.3d 1011, 1029-
6 30 (9th Cir.1998) (recognizing that class counsel should be entitled to payment for future work
7 required of them). Indeed, it is not uncommon for class counsel to request and receive the award of
8 fees for the additional work required to enforce or ensure that class members obtain the benefits of
9 the settlement. *See also, Safier v. Western Digital Corp.*, 2006 WL 8459585, at *3 (N.D. Cal. July
10 6, 2006) (holding that a fee multiplier is supported "by class counsel's declaration that they have
11 responded to a number of inquiries from class members and will continue to expend time and effort
12 in implementing and monitoring the settlement," citing to *Hanlon, supra*); *Asghari v. Volkswagen*
13 *Grp. Of Am., Inc.*, 2015 WL 12732462, at *50 (C.D. Cal. May 29, 2015) (considering in the lodestar
14 calculus class counsel's future work in automotive defect class settlement and recognizing the
15 "future services that class counsel must provide through the life of the latch replacement program
16 because class counsel must remain available to enforce the contractual elements of the settlement
17 agreement and represent any class members who encounter difficulties") (internal quotations
18 omitted); *Kiser v. Huger*, 517 F.2d 1237, 1255-57 (D.C. Cir. 1974, *opinion reinstated in part on*
19 *rehearing sub nom., Pete v. United Mine Workers of Am. Welfare & Ret. Fund of 1950*, 517 F.2d
20 1275, 1256 (D.C. Cir. 1975) (noting that the District Court fee award of \$3,000 for future work
21 appeared to be too low an estimate because "despite the court-ordered efforts of the Fund and
22 Trustees to ensure that all class members are found and enrolled, class counsel had and has a
23 responsibility to oversee the process of finally determining the class membership."); *United Fed. of*
24 *Postal Clerks, AFL-CIO v. U.S.*, 61 F.R.D. 13, 20-21 (D.D.C. 1973) (seeking to devise manner of
25 fairly compensating class counsel for future work, which included "continuing instruction,
26 assistance and consultation with employees' preparation of their claims" and "continuous and
27
28

extensive correspondence with claimants concerning their legal problems regarding their claims" (see fn. 14 setting forth the future work to be engaged in.)

2. The Hourly Rates Are Reasonable

Plaintiffs' Counsel are entitled to the hourly rates charged by attorneys of comparable experience, reputation, and ability for similar complex federal litigation. *Camacho v. Bridgeport Fin., Inc.*, 523 F.3d 973, 979 (9th Cir. 2008). Here, Plaintiffs' Counsel's hourly rates are reasonable considering their significant experience, expertise, and skill. Joint Decl. ¶ 73.

Class Counsel have brought to this case their extensive experience in data breach and consumer class actions. Joint Decl. ¶¶ 73; Exhs. 1-3, 2-3, 3-2, 4-3, 5-3, 6-3. The hourly rates of Plaintiffs' Counsel are in line with prevailing rates in this District for attorneys with comparable experience, and similar rates have been approved by other federal and state courts. Jt. Decl. ¶ 73; see, e.g., Dkt. 631, *Brown v. Google LLC*, No. 4:20-cv-03664 (N.D. Cal. July 15, 2022) (approving rates in privacy class action up to \$1,950 per hour; partner approved at \$1,000 to \$1,300.00 per hour, and associate rates approved at \$800 per hour); *Reyes v. Experian Info. Sols., Inc.*, No. 8:16-cv-00563, (C.D. Cal.) (approving rates of \$850 and \$750 per hour for partners).

3. A Positive Multiplier Is Justified

A court may reduce or enhance the lodestar figure based on "a host of 'reasonableness' factors, 'including the quality of representation, the benefit obtained for the class, the complexity and novelty of the issues presented, and the risk of nonpayment.'" *Bluetooth*, 654 F.3d at 942 (quoting *Hanlon*, 150 F.3d at 1029). "'The district court *must* apply a risk multiplier to the lodestar 'when (1) attorneys take a case with the expectation they will receive a risk enhancement if they prevail, (2) their hourly rate does not reflect that risk, and (3) there is evidence the case was risky.' Failure to apply a risk multiplier in cases that meet these criteria is an abuse of discretion." *Stetson v. Grissom*, 821 F.3d 1157, 1166 (9th Cir., 2016).

Based on these factors, as further explained below, Class Counsel submit that the requested multiplier of 2.7 is modest and more than merited given the excellent results obtained on a

contingency basis in this complex case.⁴ See, e.g., *Vizcaino*, 290 F.3d at 1051 & Appendix (approving multiplier of 3.65 and citing cases with multipliers as high as 19.6); *In re Volkswagen “Clean Diesel” Mktg., Sales Pracs., & Prod. Liab. Litig.*, No. 3:15-md-02672, 2017 WL 1047834, at *5 (N.D. Cal. Mar. 17, 2017) (“Multipliers in the 3-4 range are common in lodestar awards for lengthy and complex class action litigation.”) (quoting *Van Vranken v. Atlantic Richfield Co.*, 901 F. Supp. 294, 298-99 (N.D. Cal. 1995)); *Craft v. County of San Bernardino*, 624 F. Supp. 2d 1113, 1125 (C.D. Cal. 2008) (upholding 25% of the fund award resulting in a multiplier of approximately 5.2, and citing cases in support); *Wershba v. Apple Computer*, 91 Cal. App. 4th 224, 255 (2001) (“Multipliers can range from 2 to 4 or even higher.”) (*overruled on other grounds by Hernandez v. Restoration Hardware, Inc.*, 4 Cal. 5th 260 (2018); *In re Nasdaq Market-Makers Antitrust Litig.*, 187 F.R.D. 465, 489 (S.D.N.Y. 1998) (“In recent years multipliers of between 3 and 4.5 have become common”) (citation omitted); *Maley v. Del Global Techs. Corp.*, 186 F. Supp. 2d 358, 371 (S.D.N.Y. 2002) (holding “modest” multiplier of 4.65 “fair and reasonable”).

Further, the complexity of this case required experienced legal skills and high-quality work. The “prosecution and management of a complex national class action requires unique legal skills and abilities” that are to be considered when determining a reasonable fee. *In re Omnivision Techs., Inc.*, 559 F. Supp. 2d at 1047 (citation omitted). This case presented extraordinary challenges that required extraordinary lawyering. In general, data breach class actions present relatively uncharted territory. Further, Class Counsel represented a class consisting of approximately 85 million consumers across the nation, requiring research and potential application of the laws of each respective state. The circumstances of the breach also presented significant technical challenges and risk, requiring Class Counsel to understand the complicated security systems at issue.

Class Counsel have extensive experience litigating and serving as counsel in numerous consumer class actions, including in other data breach cases. See the firm resumes, Exhibit 3

⁴ If the additional time Class Counsel estimates will be required to be expended in the future, in the amount of approximately 1,000 hours is considered, the multiplier is only 2.0. See Para. 19 of Declaration of Gary S. Grafman in Support of Application for Award of Attorneys’ Fees and Reimbursement of Expenses, annexed as Exhibit 1 to Joint Decl.

1 annexed to each Declaration submitted by the individual law firms herein. Class Counsel devoted
2 considerable time and effort prosecuting this case and securing the significant relief for the Class,
3 spending more than 2,600 hours and resulting in a collective lodestar of \$1,874,297.30.

4 The requested multiplier is further justified because this case presented a significant risk of
5 non-payment. *Omnivision*, 559 F. Supp. 2d at 1047; *Vizcaino*, 290 F.3d at 1048. Data breach cases
6 are especially risky, expensive, and complex because data breach law is constantly evolving and
7 there are numerous hurdles that Plaintiffs must overcome before getting to trial, including class
8 certification and summary judgment. Establishing a cognizable injury tied to Cash App's conduct
9 (as opposed to, for instance, another data breach), could have presented serious challenges. *See, e.g.*,
10 *Krottner v. Starbucks Corp.*, 406 F.App'x 129 (9th Cir. 2010) (holding that, although plaintiffs
11 established injury-in-fact for standing purposes, they failed adequately to allege damages for
12 purposes of their negligence claim). Were the case to proceed in litigation, there would be numerous
13 expert reports, costly expert depositions, and *Daubert* proceedings that risk excluding Plaintiffs'
14 expert testimony. Further, there is a dearth of class action certification decisions in the data breach
15 context, so that class certification presents an especially heightened risk. Plaintiffs unquestionably
16 faced an uncertain road with another pending motion to dismiss, followed by class certification,
17 summary judgment, and any appeals.

18 That the considerable risks here were undertaken by Plaintiffs' Counsel on an entirely
19 contingent basis further justifies the requested multiplier. *See Stetson*, 821 F.3d at 1166; *Vizcaino*,
20 290 F.3d at 1050; *Kerr v. Screen Extras Guild, Inc.*, 526 F.2d 67, 70 (9th Cir. 1975), abrogated on
21 other grounds by *City of Burlington v. Dague*, 505 U.S. 557 (1992). "It is an established practice in
22 the private legal market to reward attorneys for taking the risk of non-payment by paying them a
23 premium over their normal hourly rates for winning contingency cases." *In re Washington Pub.*
24 *Power Supply Sys. Sec. Litig.*, 19 F.3d 1291, 1299 (9th Cir. 1994).

25 Class Counsel's "substantial outlay" of time and money and the significant risk that none of
26 it would be recovered, further supports Class Counsel's requested modest multiplier. *Omnivision*,
27 559 F. Supp. 2d at 1047.

E. Class Counsel are Entitled to Reimbursement of Litigation Costs

Under well-settled law, Class Counsel are entitled to recover “out-of-pocket expenses that would normally be charged to a fee-paying client.” *Harris v. Marhoefer*, 24 F.3d 16, 19 (9th Cir. 1994) (internal citation and quotation marks omitted). It is appropriate to reimburse Class Counsel for such expenses from the common fund. *See In re United Energy Corp. Solar Power Modules Tax Shelter Inv. Sec. Litig.*, No. CV-87-3962, 1989 WL 73211, at *6 (C.D. Cal. Mar. 9, 1989). In common-fund cases, the Ninth Circuit has stated that the reasonable expenses of acquiring the fund can be reimbursed to counsel who has incurred the expense. *See Vincent v. Hughes Air W., Inc.*, 557 F.2d 759, 769 (9th Cir. 1977). Such expense awards comport with the notion that the district court may “spread the costs of the litigation among the recipients of the common benefit.” *Wininger v. SI Mgmt. L.P.*, 301 F.3d 1115, 1121 (9th Cir. 2002).

To date, Plaintiffs’ Counsel collectively incurred \$76,696.58 in unreimbursed litigation costs. Jt. Decl. ¶ 80. These costs were reasonably necessary for the prosecution and resolution of this litigation (Jt. Decl.¶ 82) and were incurred by Plaintiffs’ Counsel for the benefit of Class Members with no guarantee that they would be reimbursed. *See Staton*, 327 F.3d at 974 (class counsel entitled to reimbursement of expenses reasonably incurred). Plaintiffs’ Counsel’s litigation costs are reasonable in amount, and the Court should approve their reimbursement.

F. The Court Should Approve the Service Awards

“It is well-established in this circuit that named plaintiffs in a class action are eligible for reasonable incentive payments, also known as service awards.” *Viceral v. Mistras Grp., Inc.*, No. 15-cv-02198, 2017 WL 661352, at *4 (N.D. Cal. Feb. 17, 2017) (citation omitted). Service awards, which are discretionary, “are intended to compensate class representatives for work done on behalf of the class, to make up for financial or reputational risk undertaken in bringing the action.” *Rodriguez v. W. Publ’g Corp.*, 563 F.3d 948, 958-59 (9th Cir. 2009).

The Court should grant the modest Service Awards of \$2,500 each to the Class Representatives to compensate them for the effort and risk entailed in pursuing this litigation. Jt. Decl. ¶ 19. The Class Representatives have been enthusiastic and active and have fought for the best interests

of the Class. Each of the Class Representatives actively participated in the litigation by: investigating the matter prior to and after retaining their respective attorneys; participating in the plaintiff vetting process implemented by Class Counsel; reviewing and approving their original complaints and the consolidated and amended complaints; participating in discovery by providing responses to interrogatories and collecting documents and gathering evidence in response requests for production served on each of them; and corresponding and communicating with counsel to monitor the progress of the litigation and settlement. *See* Jt. Decl. ¶ 48. Each put their name and reputation on the line for the sake of the Class, and no recovery would have been possible without their critical role. *Id.*

I. CONCLUSION

For all the foregoing reasons, Plaintiffs respectfully request that the Court award Five Million Dollars in attorneys' fees, \$ 76,696.58 in costs, and the service awards of \$2,500 to each of the Class Representatives (\$7,500 in total).

Dated: August 15, 2024

/s/ Nicholas A. Migliaccio

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***Attorneys for Plaintiffs
and the Putative Class***

CERTIFICATE OF SERVICE

I hereby certify that on August 15, 2024, I caused the foregoing to be filed electronically using the Court's electronic case filing (ECF) system, which will automatically send a notice of electronic filing to the email addresses of all counsel of record.

Dated: August 15, 2024

/s/ Nicholas A. Migliaccio
Nicholas A. Migliaccio

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Co-Lead Counsel for the Proposed Class

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION**

MICHELLE SALINAS, RAYMEL
WASHINGTON, and AMANDA GORDON,
individually and on behalf of all others similarly
situated,

Plaintiffs,

v.

BLOCK, INC. and CASH APP
INVESTING, LLC,

Defendants.

William B. Federman (*Pro Hac Vice*)
FEDERMAN & SHERWOOD
10205 N. Pennsylvania Avenue
Oklahoma City, OK 73120
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Hon. Magistrate Judge Sallie Kim

Case No. 3:22-cv-04823

**JOINT DECLARATION OF CLASS
COUNSEL IN SUPPORT OF
PLAINTIFFS' MOTION FOR AWARD
OF ATTORNEYS' FEES AND COSTS,
AND SERVICE AWARDS**

DATE: December 16, 2024

TIME: 9:30 A.M.

CTRM:

1 GARY GRAIFMAN, NICHOLAS A. MIGLIACCIO, and WILLIAM B. FEDERMAN,
2 (“Class Counsel”) declare as follows:

3 1. I, Gary Graifman, am an attorney duly licensed to practice before all courts of the States
4 of New Jersey and New York as well as other state and federal courts. I am a partner of the law firm
5 Kantrowitz Goldhamer & Graifman P.C., (“KGG”) and I have been appointed to leadership positions
6 in numerous state and federal courts, including in other data breach cases and in complex and multi-
7 district product liability and consumer class action litigation.

8 2. I, Nicholas A. Migliaccio, am an attorney duly licensed to practice before all courts of
9 the State of New York as well as other state and federal courts. I am a founding member of the law
10 firm Migliaccio & Rathod LLP (“M&R”), and I have been appointed to leadership positions in
11 numerous state and federal courts, including in other data breach cases and in complex and
12 multidistrict product liability and consumer class action litigation.

13 3. I, William B. Federman, am an attorney duly licensed to practice before all courts of
14 the States of Oklahoma, New York, and Texas as well as other federal courts. I am a founding member
15 of the law firm Federman & Sherwood, and I have been appointed to leadership positions in numerous
16 state and federal courts, including leadership positions in other data breach cases, complex litigation,
17 multidistrict litigation, and consumer class action litigation.

18 4. Class Counsel were appointed by the Court as Interim Co-Lead Counsel for the
19 Proposed Class in these proceedings against Defendants Block, Inc. and Cash App Investing
20 (collectively, “Defendants” or “Cash App”). We have personal knowledge of the matters stated herein
21 and, if called upon, we could and would competently testify regarding those matters. We submit this
22 Joint Declaration in support of Plaintiffs’ Motion for Award of Attorneys’ Fees and Costs, and Service
23 Awards (“Motion”).

24 5. As discussed below, Class Counsel believe the proposed settlement provides a
25 substantial recovery in a case presenting novel and complex issues and substantial risks, and is a fair,
26 reasonable, and adequate result for the Class.

27 6. The Class Action Settlement Agreement and Release entered into between the Parties
28 to this litigation was filed on March 3, 2024 (Dkt. 76-2).

1
2 7. Attached as **Exhibit 1** is a true and correct copy of the Declaration of Gary S. Graifman
3 which describes the tasks engaged in by KGG and hours and lodestar devoted to the case to date as
4 well as the expenses incurred. Annexed to that Declaration are the KGG Lodestar Chart (Exhibit 1)
5 the itemized list of expenses incurred to date (Exhibit 2) and the KGG firm resume, which includes
6 the curriculum vitae of Gary S. Graifman and has been updated since the firm resume was filed on
7 March 3, 2024, in support of preliminary approval (Exhibit 3). Dkt. 76-6.

8 8. Attached as **Exhibit 2** is a true and correct copy of the Declaration of Nicholas A.
9 Migliaccio which describes the tasks engaged in by M&R and hours and lodestar devoted to the case
10 to date as well as the expenses incurred. Annexed to that Declaration are the M&R Lodestar Chart
11 (Exhibit 1), the itemized list of expenses incurred to date (Exhibit 2) and the M&R firm resume, which
12 includes the curriculum vitae of Nicholas A. Migliaccio and has been updated since the firm resume
13 was filed on March 3, 2024, in support of preliminary approval (as Exhibit 3). Dkt. 76-7.

14 9. Attached as **Exhibit 3** is a true and correct copy of the Declaration of William B.
15 Federman which describes the tasks engaged in by F&S and hours and lodestar devoted to the case to
16 date as well as the expenses incurred. Annexed to that Declaration is the F&S Lodestar Chart (Exhibit
17 “1”), the itemized list of expenses incurred to date (Exhibit 2) and the F&S firm resume (Exhibit 3).

18 10. Attached as **Exhibit 4** is a true and correct copy of the Declaration of Scott D. Hirsch,
19 a principal in Scott D. Hirsch Law Group, PLLC (“SHLG”), which served as additional counsel for
20 the class and certain of the named plaintiffs and which describes the tasks engaged in by SHLG and
21 hours and lodestar devoted to the case to date as well as the expenses incurred. Annexed to that
22 Declaration is the SHLG firm resume, inclusive of the curriculum vitae of Scott D. Hirsch.

23 11. Attached as **Exhibit 5** is a true and correct copy of the Declaration of David A.
24 Goodwin, a partner at Gustafson Gluek PLLC (“GG”), which served as additional counsel for the class
25 and certain of the named plaintiffs and which describes the tasks engaged in by GG and hours and
26 lodestar devoted to the case to date as well as the expenses incurred. Annexed to that Declaration are
27 the GG Lodestar Chart (Exhibit 1), the itemized list of expenses incurred to date (Exhibit 2) and the
28 GG firm resume (Exhibit 3).

1 12. Attached as **Exhibit 6** is a true and correct copy of the Declaration of Robert S. Green,
2 a partner Green & Noblin, P.C. (“G&N”), who served as liaison counsel in the within case for the
3 class and which describes the tasks engaged in by G&N and hours and lodestar devoted to the case to
4 date as well as the expenses incurred. Annexed to that Declaration are the G&N Lodestar Chart
5 (Exhibit 1), the itemized list of expenses incurred to date (Exhibit 2) and the G&N firm resume
6 (Exhibit 3).¹

7 13. Exhibits 1 through 6 are referred to herein as the “Firm Declarations.”

8 14. Attached as **Exhibit 7** are true and correct copies of the Declarations of the Class
9 Representatives submitted in support of this Motion.

10 15. KGG, M&R, and F&S, along with the other above-referenced counsel, vigorously and
11 zealously represented the interests of the proposed Settlement Class from the inception of this hard-
12 fought litigation until the present. Class Counsel worked on a fully contingent basis and assumed the
13 risk of challenging Defendants, who were well-resourced and represented by experienced counsel.
14 Class Counsel took the case with the expectation that it would receive a risk enhancement if it
15 prevailed. Defendants provided and operated for subscribers a fintech digital finance and peer-to-peer
16 banking platform for millions of users. In this litigation, Defendants were represented by one of the
17 largest and most preeminent law firms in the country who vigorously defended against Plaintiffs’
18 claims throughout the course of this Litigation.

19 16. This proposed Settlement is the result of significant litigation efforts by KGG, M&R,
20 and F&S and their co-counsel, and extensive settlement negotiations that included responding to an
21 administrative motion to relate cases, responding to a motion to consolidate cases, informal discovery
22 relating to Defendants’ data breach and security vulnerabilities and three (3) full-day mediation
23 sessions with a highly respected JAMS mediator, Robert A. Meyers, in addition to many video
24 conferences and telephone conferences in between those mediation sessions, the exchange of
25 substantial information with defense counsel both directly and through the mediation effects of Mr.

26
27 ¹ For ease of reference, the term “Class Counsel” as used subsequently herein, includes the three co-
28 lead firms, Kantrowitz, Goldhamer & Graifman, P.C., Migliaccio & Rathod LLP and Federman &
Sherwood, together with the other class counsel involved in the case, being the firms of Gustafson &
Gluek PLLC, Scott Hirsch Law Group and Liaison Counsel, Green & Noblin, P.C.

1 Meyers, the follow up with Cash App subscribers who had contacted counsel directly during the course
2 of the litigation to provide the details of their issues which were incorporated into the efforts advanced
3 by Class Counsel on behalf of the Class. After reaching a settlement, the parties' engaged in
4 negotiation of the terms of the Settlement Agreement and the types of documents needed for class
5 members to demonstrate transactional losses and the like as well as the methodology of ensuring a fair
6 and efficient claims and administration process. The Settlement secures a significant recovery for the
7 putative Class Members and is one of the most successful results achieved in a data breach case.

8 17. The Settlement secures a significant recovery for the Class and is one of the most
9 successful results achieved in a data breach case relative to the size of the Class. Pursuant to the
10 Settlement, Defendants will pay Fifteen Million Dollars (\$15,000,000.00) into a non-reversionary
11 Settlement Fund that will be used to pay Administrative Expenses, Court approved Service Awards,
12 Court approved attorneys' fees award and costs, and timely and valid claims. The Settlement also
13 includes meaningful business practice changes implemented by Defendants in response to this action,
14 resulting in an additional Five Million Dollars (\$5,000,000.00) of non-monetary benefits.

15 18. Based on the value of the non-monetary benefits in the form of security changes that
16 Defendants have implemented in response to this litigation, Class Counsel believe the overall
17 Settlement Value to be, conservatively, Twenty Million Dollars (\$20,000,000.00).

18 19. Through the Motion for Award of Attorneys' Fees, Costs, and Service Awards, we are
19 respectfully requesting an award of Five Million Dollars (\$5,000,000.00) in attorneys' fees and
20 **\$76,696.58** in reimbursement of expenses, as well as service awards of \$2,500 to each of the three
21 Class Representatives (\$7,500 in total) in accordance with the terms of the preliminarily approved
22 Settlement between Plaintiffs and Defendants Cash App Investing and Block, Inc.

23 20. Over the more than two years of contested litigation, our firms and other counsel
24 devoted **2,644.30** hours and incurred a collective lodestar of **\$1,874,297.30** to secure relief for the
25 Class.

26 21. The requested attorneys' fees sought herein equal twenty-five (25%) of the current
27 Settlement value as of August 15, 2024, thus conforming to the benchmark established in the Ninth
28 Circuit.

THE COMMENCEMENT OF THE LITIGATION

22. On August 23, 2022, Plaintiffs Salinas and Washington filed a Class Action Complaint asserting claims against both Block and Cash App Investing “for their failure to exercise reasonable care . . .” in connection with the data breach which was disclosed by Defendants in or around April 2022 (the “Data Breach”). Case No. 22-cv-04823, ECF No. 1, ¶ 1. Plaintiffs Salinas and Washington brought eleven separate claims and originally sought to represent a nationwide class of individuals “whose Private Information was compromised because of the Data Breach,” as well as Illinois, California, and Texas subclasses. *Id.* at ¶ 94.

23. On November 2, 2022, Plaintiff Gordon filed a separate complaint concerning the same Data Breach and as noted above, the security vulnerabilities affecting the Cash App mobile application itself. Case No. 22-cv-06787, ECF No. 1, ¶ 4. Plaintiff Gordon originally sought to represent a nationwide class of “current or former customers . . . who have had their [Private Information] compromised as a result of Defendants’ negligent security . . .,” as well as a Texas subclass. *Id.* ¶ 70

24. Plaintiff Gordon’s opposition to consolidation, filed in December 2022, was withdrawn following extensive conversations between the Parties. Plaintiffs Gordon, Salinas, and Washington, along with their counsel, filed for consolidation on December 21, 2023, and appointment of interim lead class counsel. The operative Consolidated Complaint was filed on February 9, 2024, as an exhibit to the Supplemental Declaration of Nicholas A. Migliaccio (ECF No. 73). The Consolidated Complaint includes allegations of a Second Data Breach, expands on the allegations regarding the Cash App mobile application that were included in the original complaint filed by Plaintiff Gordon, and asserts that Defendants generally failed to take appropriate steps to respond to user complaints of unauthorized funds transfers on the Cash App platform. In the Consolidated Complaint, Plaintiffs sought to represent the following nationwide Class (*See*, Consolidated Complaint, ECF 73 at ¶108):

All persons who are current or former customers of Defendants or any of Defendants’ affiliates, parents, or subsidiaries and who had their PII, Cash App account, or Cash App Investing account accessed or obtained without their authorization or who otherwise had unauthorized, unintended or fraudulent withdrawals or transfers to or from, or alleged error in connection with, a Cash App or Cash App Investing account or any linked financial account.

CLASS REPRESENTATIVE VETTING

25. Leading up to and immediately after the leadership appointment, we collaborated among all Plaintiffs' counsel to make sure that all Plaintiffs preserved relevant documents, and to vet all prospective plaintiffs for a consolidated complaint. In the months leading up to the Court-imposed deadline to file the consolidated complaint, we worked cooperatively and efficiently with Plaintiffs' counsel to review underlying complaints, documents, and questionnaires, and keep Class Representatives apprised of the case's trajectory.

MEDIATION AND SETTLEMENT RELATED DISCOVERY

26. Prior to agreeing to the Settlement, the Parties conducted a thorough examination and investigation of the facts and law relating to the matters in the litigation. These measures included, without limitation, investigating the initial claim for the data breach claims, investigating the claims based on operational security issues with the Cash App application and platform; claims, interviewing and vetting the various Plaintiffs, speaking with a multitude of potential Class Members who had a breach or hacking event in their account; preparing the initial complaints and the Consolidated Complaint; obtain discovery pursuant to Fed. R. Civ. P., Rule 408; engaging in multiple mediation sessions with an experienced class action mediator, Robert A. Meyers; consolidating the filed cases before the Court and seeking the appointment of Class Counsel; researching, drafting, and amending the Consolidated Complaint; compiling and submitting to defense counsel various compendiums of Cash App subscribers' complaints relating to security issues which had been collected by Class Counsel; preparation of the Settlement Agreement drafts and final signatory version; meeting with and conferring with the Multi-State Attorney General Task Force; compiling and supplying information requested by the Attorney General Task Force; preparing the Requests for Proposal for multiple claims administration firms; interviewing and retaining a cyber security expert; vetting and obtaining multiple rounds of bids from the various claims administration firms; working with the selected firm to prepare the Notice program and claims documents; preparing, finalizing and filing the Preliminary Approval documents and negotiating an extremely favorable Settlement for the Class.

SETTLEMENT NEGOTIATIONS

27. The Parties engaged in extensive, arm's-length negotiations over the course of many months, including three (3) mediation sessions in 2023 on April 4, October 18, and November 15 with the highly respected JAMS mediator, Mr. Meyers, in addition to many video conferences and telephone conferences in between those mediation sessions, as well as afterwards.

28. Ahead of the mediation session, the parties prepared comprehensive mediation briefs with numerous exhibits. Before any terms were negotiated, Plaintiffs obtained a thorough understanding of the composition of the Settlement Class, the nature of Defendants' anticipated defenses on the merits, the likely nature of arguments that would be advanced at class certification, summary judgment, and trial, and the complex technical issues surrounding the claims and defenses.

29. The parties commenced mediation with Mr. Meyers on April 4, 2023, with both sides represented by experienced counsel who fought hard for their clients. During the mediation, Class Counsel compiled for defense counsel a compendium of scores of individual communications from Cash App subscribers relating to breaches, unauthorized withdrawals or unauthorized transactions they claimed had occurred in connection with their respective Cash App accounts. Although progress was made, the case did not settle at that time, and the Parties continued extensive negotiations. The Parties reported the status of their negotiations to the Court on multiple occasions, and the Court granted their request to stay the case, including the then-pending motion to dismiss to allow those negotiations to continue (*see* Dkt. 63, 65, 67). Subsequent mediation sessions were held on October 18, 2023, and November 15, 2023, which, after lengthy further negotiations, ultimately resulted in the settlement memorialized in the Settlement Agreement.

30. Class Counsel also retained a highly regarded cybersecurity expert, Mary T. Frantz of Enterprise Knowledge Partners, LLC, to work with them throughout the negotiations to ensure that security enhancements which would benefit the Class going forward by making the Cash App application and platform more secure, would be part of the Settlement.

31. The Parties also collaborated on the logistics and substance of the notice plan. Class Counsel spent numerous hours obtaining and negotiating bids from four well-established, experienced, and highly regarded class action notice and administration firms. As a result, Class Counsel maximized

1 the amount that would be available to the Class for payment of claims, by minimizing the notice and
2 administration costs, while ensuring that the notice and administration plan complied with all federal
3 rules and guidelines and due process requirements.

4 32. After soliciting competing bids in an effort to achieve the best deal for the Class for
5 administration of the Settlement, Interim Co-Lead Class Counsel negotiated an agreement with
6 Angeion, under which Angeion agreed to cap its fees and costs to no more than \$1,125,000 total
7 (subject to the accuracy of certain metrics relied upon as supplied by Defendants). Interim Co-Lead
8 Class Counsel worked closely with Angeion to hone the notice and claim form to comply with
9 applicable law. Since the Preliminary Approval Order, Class Counsel has repeatedly audited the
10 website to make sure it is correct and user-friendly, reviewed weekly reports from, and conferred with,
11 Angeion about the progress of the notice and claims process, and responded to myriad inquiries from
12 Class Members that came into their respective offices, as well as other counsel's offices.

13 33. Class Counsel moved for preliminary approval on March 3, 2024 (Dkt. 76). The motion
14 included the various categories of information required to be furnished pursuant to the Northern
15 District of California Guidance for Class Action Settlements. A hearing on the Motion for Settlement
16 was set for June 20, 2024. The Parties then filed a motion to advance the hearing on the Motion for
17 Settlement (Dkt. 80). The Court denied the Parties' stipulation to advance the hearing date (Dkt. 81)
18 and instead suggested that the Parties consent to Magistrate Judge jurisdiction to try to secure an earlier
19 hearing date. The Parties obliged and filed their consent to proceed before a US Magistrate Judge
20 (Dkts. 82-83), and the case was assigned to Magistrate Judge Sallie Kim (Dkt. 85). In an Order entered
21 April 30, 2024, the Court subsequently set a preliminary approval hearing for May 6, 2024 (Dkt. 92).

22 34. In its April 30th Order, the Court provided Class Counsel and defense counsel with a
23 series of written questions that the Court intended to discuss at the Preliminary Approval Hearing
24 (Dkt. 92). The hearing was held on May 6th, 2024, at which time counsel for the parties answered the
25 Court's questions. Preliminary approval was granted on June 3, 2024, with the Final Approval Hearing
26 set for November 18, 2024 (Dkt. 96), which date was subsequently moved to December 16, 2024, due
27 to an unexpectedly high number of records provided by Defendants to the settlement administrator.
28 The Parties were informed that the Notice deadline and accompanying deadlines would need to be

1 pushed back by approximately one (1) month in order to process the records and avoid further delay.
2 As such, the Parties filed a Joint Administrative Motion to modify the settlement deadline dates, (Dkt.
3 97), which the Court granted (Dkt. 99).

4 35. Since the Preliminary Approval Order, Class Counsel has repeatedly audited the
5 website to make sure it is correct and user-friendly, reviewed weekly reports from, and conferred with,
6 Angeion about the progress of the notice and claims process, and responded to myriad inquiries from
7 Class Members that came into their respective offices, as well as other counsel's offices.

8 36. It is Class Counsel's understanding that approximately 99 million individual emails are
9 being sent to potential Class Member' email addresses which were supplied as part of the data
10 exchange from Cash App's records to the Claims Administrator.

11 37. As a result of that extremely fulsome notice distribution, Class Counsel have been
12 receiving extensive requests for information from Class Members, including in excess of
13 approximately 900 email inquiries to date. These have been answered by Class Counsel (and their
14 qualified paralegal staff members with experience in class action settlement administration) or they
15 are referred directly to the Claims Administrator. Class Counsel take the role of advocate for the Class
16 Members who reach out seriously and have been following up and assisting those Class Members who
17 contact them directly as much as possible. It is expected that the need for continual contact with Class
18 Members and guiding them through the process will continue through the entirety of the claims review
19 process and even beyond that when the attorney review period for denied claims commences.
20 Although the Notice process is only a couple of weeks old, to date there have been in excess of 25,000
21 claims filed and 313,961 visits to the Settlement Website. This process and the considerable
22 involvement of Class Counsel will be ongoing until the conclusion of the entirety of the administrative
23 process.

24 38. For the reasons addressed below, the value of the Settlement exceeds Twenty Million
25 Dollars (\$20,000,000.00); there was no collusion between Plaintiffs and Defendants; and the lodestar
26 cross-check supports granting the requested attorneys' fees and costs in full. In addition, Plaintiffs
27 adequately explain below and in the Class Representative declarations why the incentive payments for
28 the Class Representatives are justified and appropriate.

SETTLEMENT TERMS

39. The proposed Settlement Class is defined as:

All persons who are current or former customers of Defendants or any of Defendants' affiliates, parents, or subsidiaries and who had their Personal Information, Cash App account, or cash App Investing account accessed or obtained without their authorization or who otherwise had unauthorized, unintended, or fraudulent withdrawals or transfers to or from, or alleged error in connection with, a Cash App or Cash App Investing account or any linked financial account in the period of four (4) years prior to the filing of the Salinas Complaint (which was filed on August 23, 2022) through the Notice Date. S.A. II.B.

40. In exchange for these Settlement Benefits, each Plaintiff and each class member who has not opted out of the Settlement Class shall release Defendants from the released claims, as further set forth in the Settlement Agreement. S.A. at II.K. The claims sought to be released by the Settlement are consistent with the claims in the Consolidated Complaint.

41. The Settlement provides for equitable and monetary relief. The monetary relief is in the form of a Fifteen Million Dollar (\$15,000,000.00) Common Fund to be used by the Settlement Administrator to pay (a) Notice and Administrative Expenses; (b) Approved Settlement Class Members' Claims; (c) Taxes and Tax-Related Expenses; (d) Fee Award and Costs approved by the Court; and (e) Service Award Payments approved by the Court. The Monetary Relief available to Class Members consists of:

(a) **Reimbursement for Out-of-Pocket Losses.** All Settlement Class Members may submit a claim for reimbursement of Out-of-Pocket Losses. To receive reimbursement for Out-of-Pocket Losses, Settlement Class Members must submit a valid Claim Form;

(b) **Reimbursement for Lost Time.** All Settlement Class Members may submit a claim for reimbursement of Lost Time up to three (3) hours at a rate of \$25.00 per hour. A claim for Lost Time may be combined with a claim for reimbursement for Out-of-Pocket Losses and Transaction Losses;

(c) **Reimbursement for Transaction Losses.** All Settlement Class Members may submit a claim for reimbursement for Transaction Losses. A claim for reimbursement for Out-of-Pocket Losses may be combined with a claim for Lost Time and Transaction Losses;

1 (d) Pro rata Adjustment to Approved Claim. All Approved Claims will be adjusted upward
2 or downward depending on the number of claims that are made.

3 42. **Remedial and Equitable Benefits** The Settlement also provides for non-monetary
4 equitable benefits in the form of security measures implemented by Defendants which were negotiated
5 by Class Counsel in consultation with Class Counsel's cybersecurity consulting expert. Defendants
6 represent that they have implemented numerous security measures, which will benefit all Class
7 Members, whether or not they submit a claim, including Vulnerability Management,
8 Infrastructure/Application Testing, Threat Intelligence, and Third-Party Attestation. Class Counsel
9 submits that the Settlement here presents a robust relief package and valuable outcome for the
10 Settlement Class. For reasons discussed, *infra*, Class Counsel respectfully submits that the value of
11 the equitable relief is, conservatively, \$5,000,000.00.

12 43. Based on our experience and research, including as set forth below, at the time of the
13 Motion for Preliminary Approval, we believed we would achieve a claims rate greater than one percent
14 (1%), which is consistent with the claims rates in similar data breach settlements, including *In re:*
15 *Banner Health Data Breach Litigation*, No. 16-cv-02696-SRB, ECF No. 195 at 1 (D. Ariz. 2019), in
16 which the claims rate was equal to approximately 1.3%; *In re: Anthem, Inc. Data Breach Litigation*,
17 No. 15-md-02617-LHK, ECF No. 1007 at 4 (N.D. Cal. 2017), in which the claims rate was
18 approximately 1.7%; and *In re: Experian Data Breach Litigation*, No. 15-cv-01592AG, ECF. No. 309
19 at 17 (C.D. Cal. 2018), in which the claims rate was greater than or equal to approximately 2.91%.

20 44. We will update the Court at the Final Approval Hearing on the status of the claims rate
21 and the actual Settlement Value.

22 **THE SETTLEMENT ADMINISTRATOR**

23 45. The Parties selected Angeion Group as the Claims Administrator following a highly
24 competitive bidding process to identify the most efficient settlement administration option for the
25 benefit of the Class Members.

26 46. The Court preliminarily approved Angeion to serve as the Settlement Administrator.
27 Dkt. 96. Angeion is highly experienced in similar matters and is qualified to serve as Claims
28 Administrator.

CLASS REPRESENTATIVES

47. The Court preliminarily approved the three (3) named Plaintiffs to serve as Class Representatives: Michelle Salinas, Raymel Washington, and Amanda Gordon. Dkt. 96.

48. Throughout the Action, and since preliminary approval, the Class Representatives diligently represented and pursued the interests of the Class. The Class Representatives have been enthusiastic and active and have fought for the best interests of the Class. Each of the Class Representatives actively participated in the litigation by investigating the matter prior to and after retaining their respective attorneys; participating in the plaintiff vetting process implemented by Class Counsel; reviewing and approving their original complaints and the consolidated complaint; participating in collecting documents and gathering evidence; and corresponding and communicating with counsel to monitor the progress of the litigation and settlement. Each put their name and reputation on the line for the sake of the Class, and no recovery would have been possible without their critical role.

THE SETTLEMENT IS IN THE BEST INTEREST OF THE CLASS

49. The undersigned Class Counsel believe the Settlement Agreement is fair, reasonable, and adequate; the product of substantial investigation, litigation, and arm's-length negotiation; and, most importantly, is in the best interests of Plaintiffs and putative Class Members. Despite our strong belief in the merits of this litigation and likelihood of success at trial, we nonetheless believe that the benefits to Plaintiffs and the putative Class pursuant to the agreed upon terms substantially outweigh the risks of continuing to litigate the claims—namely, the delay that would result before Plaintiffs and putative Class Members receive any benefits should the action proceed to trial; the possibility of a negative outcome at trial; and the possibility of a negative outcome post-trial should Defendants appeal a judgment in favor of the putative Class. This Settlement provides significant benefits now and is in the best interest of all putative Class Members.

50. Class Counsel submits that the Settlement here presents a robust relief package and valuable outcome for the Settlement Class. Class Counsel does not, however, believe that there are any closely comparable class action settlement because this is not simply a data breach action involving unauthorized access to PII, but also involves allegations that the Cash App mobile application itself was not sufficiently secure, that numerous users experienced unauthorized

1 transactions, that such users reported the unauthorized transactions to Defendants, and that Defendants
 2 failed to take appropriate steps to respond to those reports. Class Counsel is not aware of any other
 3 class action that includes that set of allegations.

4 51. While not a perfect comparison, Class Counsel believe that the closest comparable
 5 cases are traditional data breach cases involving unauthorized access to PII. For instance, the following
 6 are all data privacy cases that have been approved by federal and state courts: *In re Home Depot Inc.*,
 7 *Customer Data Sec. Breach Litig.*, No. 1:14-md-02583-TWT (N.D. Ga.) (settlement fund of \$13
 8 million for approximately 40 million Class Members who had their payment card information stolen,
 9 and 52-53 million individuals who had their email address stolen; \$8.475 million in attorneys' fees
 10 and costs); *In re Target Corporation Customer Data Security Breach Litig.*, MDL No. 14-2522 (D.
 11 Minn.) (settlement fund of \$10 million for 100 million class members; \$6.75 million in attorneys' fees
 12 and costs); *In re LinkedIn User Privacy Litigation*, 5:12-CV-03088-EJD (N.D. Cal.) (settlement fund
 13 of \$1.25 million for approximately 800,000 class members who had their passwords stolen;
 14 \$339,108.67 in attorneys' fees and costs); *In re Yahoo! Inc. Customer Data Sec. Breach Litig.*, No.
 15 16-MD-02752-LHK (N.D. Cal.) (settlement fund of \$50 million for approximately 200 million class
 16 members; \$22,763,642.70 in attorneys' fees and \$1,477,609.54 in unreimbursed expenses awarded
 17 and a \$60,000 cost reserve for retention of a cybersecurity expert.); *Adlouni v. UCLA Health System*
 18 *Auxiliary, et al.*, Case No. BC589243 (settlement fund of \$7.5 million for approximately 4.5 million
 19 class members; attorney fees of \$3,275,000.00 and costs of \$117,750.00 granted); *Atkinson v. Minted,*
 20 *Inc.*, No. 3:20-cv-03869-VC (N.D. Cal.) (settlement fund of \$5 million for approximately 4.1 million
 21 class members; attorneys' fees of \$1,187,537.05 plus costs of \$12,462.95 approved, 10% of fees
 22 holdback released); *In re Experian Data Breach Litigation*, 8:15-cv-1592 (C.D. Cal.) (settlement fund
 23 of \$22 million for approximately 16 million class members; \$10.5 million in attorneys' fees and
 24 \$152,854.28 in costs approved); *In re Anthem, Inc. Data Breach Litig.*, 5:15-md-2617 (N.D. Cal.)
 25 (settlement fund of \$115 million for approximately 78.8 million class members; \$31,050,000 in
 26 attorney's fees and \$2,005,068.59 in costs awarded); *In re: Equifax Inc. Customer Data Security*
 27 *Breach Litigation*, 1:17-md-2800-TWT (N.D. Ga.) (settlement fund of \$380.5 million for
 28 approximately 147 million class members; \$77.5 million in attorneys' fees and \$1,404,855.35 in costs

approved); *In Re: 21st Century Oncology Customer Data Security Breach Litigation*, 8:16-md-2737 (M.D. Fl.) (settlement fund of \$7.85 million for approximately 2.2 million class members; \$3,443,535.54 attorneys' fees and \$306,464.46 in costs approved); *In re Premera Blue Cross Customer Data Sec. Breach Litig.*, 3:15-md-2633 (D. Or.) (settlement fund of \$32 million for approximately 8 million current and former Premera members, approximately 1.9 million current and former non-Premera Blue Cross Blue Shield members, and approximately 500,000 current and former employees, providers, and vendors; \$12,752,610.97 in attorneys' fees and costs approved).

52. Altogether, the value of the Settlement is currently valued at Twenty Million Dollars (\$20,000,000.00) based on the Settlement benefits and non-monetary benefits resulting from Defendants' changes to its security infrastructure and practices.

53. Because the remedial measures bolster Cash App's global security—not just the attack vector used for the Data Breach—these remedial measures provide an enormous benefit to *all* Class Members (and any individuals for whom Cash App stores PII), regardless of whether they submit a claim for other benefits.

54. Class Counsel's security expert, Mary T. Frantz, has opined that the security plan which Cash App agreed to in connection with this settlement has substantial value and benefit for the platform and app and will result in substantially enhanced security with regard to the peer-to-peer banking which is the primary function of the app and platform.

55. Because the security vulnerabilities caused at least \$15 million in damages to the Class during the class period, case law supports the fact that one way to properly value the upgraded security benefits is that they will protect the Class from future injury in an amount at least equal to the harm prevented and, in this case, that translates to at least \$15 million of injury prevented going forward due to the security enhancements Cash App has agreed to make. As such, the \$5 million valuation is extremely conservative and reasonable.²

56. The Claims Deadline is November 18, 2024. Prior to the Final Approval Hearing, Class

² See, *Troy v. Aegis Senior Cmtys. LLC*, No. 16-cv-03991-JSW, 2021 U.S. Dist. LEXIS 248899, at *11–12 (N.D. Cal. Aug. 23, 2021) (The avoided economic harm which equals the benefits received could serve as the basis to value the future benefits of the injunctive relief).

1 Counsel and the Settlement Administrator will provide updated figures to inform the Court of the
2 current claims rate and exact Settlement Value.

3
4 **THE REQUESTED ATTORNEYS' FEES AND COSTS ARE NOT THE**
5 **RESULT OF COLLUSION**

6 57. The parties to this litigation engaged in substantial discovery before any mediation or
7 settlement was discussed. *See supra* ¶ 22.

8 58. The negotiations in this case were hard-fought, at all times at arms' length, and not the
9 product of collusion. *See supra* ¶ 29.

10 59. The Settlement is non-reversionary, none of the \$15 million that Defendants have
11 committed to the Settlement will revert back to Defendants and, as such, will benefit the Settlement
12 Class.

13 **CLASS COUNSEL REVIEWED, AUDITED, AND REDUCED THE ATTORNEYS' FEES**

14 60. All counsel participating in the litigation were required to maintain contemporaneous,
15 detailed time records billed in 6-minute increments.

16 61. Class Counsel managed the collection, review, and audit process for all time and
17 expenses submitted in this case, confirming the validity of time and expense submissions and removed
18 unapproved hours and hours inconsistent with billing protocol.

19 62. This process was employed to ensure an appropriate level of staffing that avoided
20 unnecessary duplication of effort and ensured the efficient prosecution of this case.

21 63. Class Counsel collectively reviewed all the time submissions, audited them, and
22 reduced hours that appeared duplicative, excessive, or unnecessary. This review and audit process
23 included:

- 24 a. Removing *de minimis* billers;
- 25 b. Removing duplicative billing; and
- 26 c. Removing excessive billing.

27 64. The lodestar hours presented herein do not include any time spent for the preparation
28 of the Motion for Final Approval.

65. As noted above, the efforts of Class Counsel on behalf of the Class Members will continue until the conclusion of the matter (*e.g.*, through the end of the claims administration process). Pursuant to *Hanlon v. Chrysler*³ Class Counsel, based on their extensive experience have estimated the time which will be necessarily incurred by them to fulfill their future obligations to the Class in connection with continuing to counsel Class Members and assist and guide them through the claims process; to work with defense counsel to resolve any issues concerning denied claims; assisting Class Members in curing any deficiencies which result from the Claims Administrator notifying them that additional documentation is required for their claim; assisting Class Members in the “attorney review” process which contemplates review of denied claims wherein the Class Member seeks such review pursuant to the internal administrative appeal process contemplated by the Settlement (which stage will not be reached until after the claims have been reviewed by the Claims Administrator and decisions as to qualification for payment have been made by them); addressing any potential objections, if any, which may be filed by Class Members pursuant to the schedule set forth for objections in the Preliminary Approval Order; preparing the papers for final approval pursuant to the

³ See *Hanlon v. Chrysler Corp.*, 150 F.3d 1011, 1029-30 (9th Cir.1998) (recognizing that class counsel should be entitled to payment for future work required of them). Indeed, it is not uncommon for class counsel to request and receive the award of fees for the additional work required to enforce or ensure that class members obtain the benefits of the settlement. See also, *Safier v. Western Digital Corp.*, 2006 WL 8459585, at *3 (N.D. Cal. July 6, 2006) (holding that a fee multiplier is supported “by class counsel’s declaration that they have responded to a number of inquiries from class members and will continue to expend time and effort in implementing and monitoring the settlement,” citing to *Hanlon*, *supra*); *Asghari v. Volkswagen Grp. Of Am., Inc.*, 2015 WL 12732462, at *50 (C.D. Cal. May 29, 2015) (considering in the lodestar calculus class counsel’s future work in automotive defect class settlement and recognizing the “future services that class counsel must provide through the life of the latch replacement program because class counsel must remain available to enforce the contractual elements of the settlement agreement and represent any class members who encounter difficulties”) (internal quotations omitted); *Kiser v. Huger*, 517 F.2d 1237, 1255-57 (D.C. Cir. 1974, *opinion reinstated in part on rehearing sub nom.*, *Pete v. United Mine Workers of Am. Welfare & Ret. Fund of 1950*, 517 F.2d 1275, 1256 (D.C. Cir. 1975) (noting that the District Court fee award of \$3,000 for future work appeared to be too low an estimate because “despite the court-ordered efforts of the Fund and Trustees to ensure that all class members are found and enrolled, class counsel had and has a responsibility to oversee the process of finally determining the class membership.”); *United Fed. of Postal Clerks, AFL-CIO v. U.S.*, 61 F.R.D. 13, 20-21 (D.D.C. 1973) (seeking to devise manner of fairly compensating class counsel for future work, which included “continuing instruction, assistance and consultation with employees’ preparation of their claims” and “continuous and extensive correspondence with claimants concerning their legal problems regarding their claims” (see fn 14 setting forth the future work to be engaged in).

Preliminary Approval schedule; addressing any appeals, if any, which may be filed upon final approval being granted.

66. Accordingly, Class Counsel have endeavored to make a reasonable assessment as to the future time expected to be engaged in working on behalf of the Class for the benefit of the Class Members herein and assisting them in achieving the maximum payments to which they are entitled.

THE ATTORNEYS' FEES ARE REASONABLE

67. The attorneys' fees and expenses that Class Counsel are submitting for the Court's consideration include time devoted to:

- (1) engaging in extensive efforts to develop strategic plans;
- (2) extensive background investigation;
- (3) vetting potential class representatives;
- (4) self-organizing and consolidating all cases before this Court;
- (5) extensively researching and filing the Consolidated Complaint;
- (7) meeting and conferring with defense counsel and negotiating agreements regarding discovery;
- (8) undertaking substantial investigation of the Data Breach and the corporate structure of Defendants;
- (9) consulting with a highly regarded cybersecurity expert concerning the Data Breach and the security vulnerabilities of the Cash App application and platform;
- (10) preparing an extensive mediation briefing and attending the multiple private mediation sessions before Robert A. Meyers, Esq. of JAMS;
- (11) attending three days of mediations in 2023 on April 4, October 18, and November 15;
- (12) negotiating the details of the Settlement Agreement over multiple months and securing preliminary approval of the Settlement;
- (13) responding to inquiries from Class Members after Class Notice was disseminated;
- (14) preparing the preliminary approval motion papers and addressing the concerns raised by the Court;
- (15) addressing inquiries raised by the Multi-State Attorney General task force;

(16) vetting multiple Claims Administration and working with Angeion Group to prepare and implement the Notice Plan and Claim Forms; and

(17) monitoring and aiding Class Members in the claims process.

68. The requested fees are fair and reasonable in light of Counsel's Lodestar. Over the nearly two years of heavily contested litigation, Class Counsel devoted **2,644.30** hours in the aggregate and incurred a conservatively calculated, collective lodestar of **\$1,874,297.30** to secure relief for the class. The time spent by Class Counsel in this litigation is set forth in greater detail in the various Firm Declarations outlining the work engaged in by each firm (See ¶ 2 of each Firm Declaration and on Exhibit 1 to each such Declaration).

69. Further, Class Counsel is expected to devote additional time as they work to secure final approval of the Settlement, litigate any appeals, and assist Class Members through the claims process. That additional time as explained in the KGG Firm Declaration annexed hereto as **Exhibit 1, ¶¶ 4–8, 17–19**, is estimated as an additional 1,000 hours based upon past consumer class action settlements which include submission of several verifying documents and review of such documentation by the Claims Administrator as part of the claims approval process. The 1,000 hours of future time estimate is equally divided between attorney and paralegal time with a blended rate of \$575.00 per hour, totaling an additional lodestar amount of \$575,000.00.⁴ If that \$575,000 is considered (as it should be, especially as at Final Approval much of it will have been incurred), that results in a combined lodestar on the part of Class Counsel of **\$2,449,297.30**.

70. The lodestar multiplier of **2.7** currently, which is fair and reasonable in light of the significant risks Class Counsel faced, the complexity of the issues presented, and the excellent results and benefits achieved. If the future time to be incurred is included in the calculus, the requested fee award represents a multiple of approximately **2.0**.

71. Below is a billing summary of the firms that were involved in the litigation, as well as information concerning attorneys and support staff that worked on the case:

⁴ The estimated future time incurred of 1,000 hours is divided equally between KGG partners' time (at \$925 per hour) and paralegal time (at \$225 per hour) to reach a blended rate of \$575 per hour.

Kantrowitz, Goldhamer & Graifman	Title	Rate	Hours	Lodestar
Gary Graifman	Partner	\$925/hr	249.90	\$231,157.50
Melissa Emert	Partner	\$925/hr	352.80	\$326,340.00
Andre Arias	Associate	\$500/hr	35.40	\$17,700.00
Cherie Cornfield	Paralegal	\$225/hr	488.85	\$109,991.25
Elizabeth Moccia	Paralegal	\$225/hr	81.00	\$18,225.00
		TOTAL	1,207.95	\$703,413.75

Migliaccio & Rathod	Title	Rate	Hours	Lodestar
Nicholas A. Migliaccio	Partner	\$1,057/hr	189.20	\$199,984.40
Jason S. Rathod	Partner	\$878/hr	30.20	\$26,515.60
Bruno Ortega-Toledo	Associate	\$437/hr	98.80	\$43,175.60
Mark Patronella	Associate	\$538/hr	88.70	\$47,720.60
Tyler Bean	Associate	\$538/hr	33.50	\$18,023.00
Jacob Keohane	Associate	\$437/hr	7.10	\$3,102.70
Kevin Leddy	Associate	\$437/hr	2.20	\$961.40
Tess Russell	Associate	\$437/hr	36.70	\$16,037.90
Ruby Drizin-Kahn	Paralegal	\$239/hr	7.40	\$1,768.60
		TOTAL	493.80	\$357,289.80

Federman & Sherwood	Title	Rate	Hours	Lodestar
William B. Federman	Partner	\$1,150/hr	278.70	\$321,885
Kennedy Brian	Associate	\$550/hr	174.70	\$96,085.00
Franelind Traylor	Paralegal	\$300/hr	4.4	\$1,320.00
Tiffany Peintner	Paralegal	\$300/hr	34.1	\$10,230.00
Joshua D. Wells	Associate	\$500/hr	10.9	\$5,450.00
		TOTAL	504	\$434,970.00

Gustafson Gluek PLLC	Title	Rate	Hours	Lodestar
David Goodwin	Partner	\$900/hr	171.75	\$154,575.00
Dan Gustafson	Partner	\$1,200/hr	1.75	\$2,100.00
Dennis Stewart	Partner	\$1,200/hr	12.50	\$15,000.00
Dan Hedlund	Partner	\$1,100/hr	11.50	\$12,650.00
Mary Nikolai	Assoc.	\$600/hr	54.50	\$32,700.00
Joe Nelson	Assoc.	\$550/hr	3.75	\$2,062.50
Sarah Moen	Paralegal	\$375/hr	8.75	\$3,281.25
Danette Mundahl	Paralegal	\$300/hr	2.25	\$675.00
		TOTAL	266.75	\$223,043.75

Scott Hirsch Law Group	Title	Rate	Hours	Lodestar
Scott Hirsch	Partner	\$900/hr	152.60	\$137,340.00
		TOTAL	152.60	\$137,340.00
Green & Noblin	Title	Rate	Hours	Lodestar
Robert Green	Partner	\$950/hr	19.20	\$18,240.00
		TOTAL	19.20	\$18,240.00

	Current Hours	Current Total Lodestar	Additional Estimated Hours	Additional Estimated Lodestar	TOTAL LODESTAR
Current Total Combined Lodestar	2,644.30	\$1,874,297.30			\$1,874,297.30
Total Lodestar with Estimate of Additional Hours	2,644.30	\$1,874,297.30	1,000⁵	\$575,000.00	\$2,449,297.30⁶

72. In addition to these tasks and the attendant resources already committed to them, Class Counsel will, as noted above, need to devote additional time and resources to this case, including:

- (1) preparing for and attending the final approval hearing, including the research and drafting of the reply papers and responses to objections;
- (2) continuing to respond to the many inquiries from Class Members;
- (3) assisting multiple Class Members in navigating through the Claims Process, including submission of required documentation where needed;
- (4) overseeing the Settlement through final approval of distribution of the common fund;

⁵ Hours are divided equally between KGG partners' time (at \$925/hr) and paralegal time (at \$225/hr) for a blended rate of \$575 per hour. See KGG Firm Declaration at Exhibit 1, ¶¶ 17–19.

⁶ This total of \$2,449,297.30 is the product of \$575,000 + \$1,878,262.30.

(5) overseeing the claims administration process, including addressing any claim review issues;
and
(6) handling any appeals.

73. Considering their significant experience, expertise, and skill in this area of litigation, Class Counsel's hourly rates are reasonable and have been reduced from what they have been awarded in other cases in California District Courts. *See, e.g., Brown v. Google LLC*, No. 4:20-cv-03664-YGR-SVK (N.D. Cal. July 15, 2022) (approving rates in privacy class action up to \$1,950 per hour; partner John Yanchunis approved at \$1,300.00 per hour, partner Jean Martin approved at \$1,000.00 per hour, and associate Ryan McGee approved at \$800.00 per hour); *Reyes v. Experian Info. Sols. Inc.*, No. 816CV00563SVWAFRM (C.D. Cal.) (approving rates of \$850.00 per hour for partner Daniel Robinson, \$7,750.00 per hour for partner Wesley Polischuk, and \$475.00 per hour for associate Michael Olson); *In re Zoom Video Comms., Inc. Privacy Litig.*, No. 20-cv-02155-LB, 2022 WL 1593389 (N.D. Cal. April 21, 2022) (awarding \$21,250,000.00 in fees (25 percent of the Settlement Amount) and \$130,842.24 in costs to AW and co-class-counsel, including at \$950.00 per hour for Tina Wolfson and \$850.00 per hour for Theodore Maya).

74. The quality of the work performed by Class Counsel in obtaining the Settlement should also be evaluated in light of the quality of opposing counsel. Defendants in this case were represented by experienced counsel from the nationally prominent litigation firm Orrick, Herrington & Sutcliffe LLP. This firm vigorously and ably defended the action—including by successfully consolidating the *Gordon* action, 3:22-cv-06787-JSC, and the *Salinas* action that bears the present case number; as well as by being the opposite party to hard-fought mediation sessions. In facing this formidable defensive effort, Class Counsel were nevertheless able to develop a case that was sufficiently strong to persuade settlement on terms that are overwhelmingly favorable to the Settlement Class Members.

75. The amount of attorney's fees and costs requested here compares favorably with that awarded in other data breach cases. In *Home Depot*, where relying primarily on the lodestar method, the court approved a fee award of \$7,536,497.80 after applying a 1.3 multiplier to counsel's base lodestar of \$5,797,306, where the settlement featured a \$13 million settlement fund, and was valued at \$27 million total.

76. In *In re Experian Data Breach Litigation*, No. 8:15-cv-01592-AG-DFM (C.D. Cal. May 10, 2019), the court awarded \$10.5 million in attorneys' fees, finding the amount only made up 10.5% of the total value of the settlement and a 1.65 multiplier of the lodestar. In determining the total settlement value, the court found the following:

Broken down, the Settlement amount consists of \$22 million for the non-reversionary Settlement Fund, \$11.7 million for Experian's remedial measures implemented as a result of this lawsuit, and \$7,638,738.72 for every 0.1% of Class Members who submit claims to receive Credit Monitoring and Insurance. (Motion for Preliminary Approval (Dkt. 286-1), 20-21.) Based on current claims figures, the Credit Monitoring and Insurance Services will add a value of at least \$138.8 million. (Mot., 14.)

Id. The court went on to find that the "10.5 percentage and 1.65 lodestar are also appropriate in comparison with other class counsel fee awards."

77. In *In re Anthem, Inc. Data Breach Litig.*, No. 15-MD-02617-LHK, 2018 WL 3960068 (N.D. Cal. Aug. 17, 2018), the court applied the percentage-of-fund approach to award plaintiffs' counsel in that data breach case 27% of the settlement fund, for a total of \$31.05 million.

78. Similarly, in *In re Target Corp. Customer Data Security Breach Litig.*, No. 14-md-02522, 2015 WL 7253765 (D. Min. Nov. 17, 2015), the court approved a fee award of \$6.75 million, which represented 29% of defendant's total payout, which included a \$10 million settlement fund.

79. Class Counsel's fee request presently represents 25% of the present estimated Settlement Value of \$20,000,000.00.

THE REQUESTED COSTS AND EXPENSES ARE REASONABLE

80. Class Counsel also seek reimbursement from the Settlement Fund of **\$76,696.58** for out-of-pocket costs and expenses that were reasonably and necessarily incurred by Class Counsel in connection with the action.

81. The costs and expenses that Class Counsel seek for reimbursement included: computer research and electronic document retrieval; travel, hotel, meals, and related expenses; photocopying (including commercial or internal copying; facsimile and long-distance telephone charges; postage

and overnight delivery fees; court filing and service of process fees; mediation fees; and experts/consultants costs.

Category	Totals
Computer Research and Electronic Document Retrieval (Westlaw, Lexis, identity search databases)	\$6,717.82
Travel, Hotel, Meals and Related Expenses	\$28,789.51
Photocopying (including commercial or internal copying)	\$362.10
Facsimile and Long-Distance Telephone	\$12.57
Postage and Overnight Delivery (FedEx, UPS)	\$94.72
Court Filing Fees	\$2,928.61
Mediation Fees	\$24,890.00
Experts/Consultants	\$11,971.25
Process Service	\$930.00
TOTAL EXPENSES	\$76,696.58

82. Class Counsel advanced these costs and expenses for the benefit of the classes they sought to represent without any guarantee that these costs and expenses would be recovered.

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

Executed this 15th day of August 2024.


 Gary S. Graifman

/s/: Nicholas A. Migliaccio
 Nicholas A. Migliaccio

/s/: William B. Federman
 William B. Federman

ATTESTATION REGARDING SIGNATURES

I, Gary S. Graifman, Esq., attest that all signatories listed, and on whose behalf the filing is submitted, concur in the filing's content and have authorized the filing.

Dated: August 15, 2024



Gary S. Graifman

EXHIBIT 1

Gary S. Graifman (*Pro Hac Vice*)
Melissa Emert (*Pro Hac Vice*)
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& GRAIFMAN, P.C.**
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jrathod@classlawdc.com

Co-Lead Counsel for the Proposed Class

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION**

MICHELLE SALINAS, RAYMEL
WASHINGTON, and AMANDA
GORDON, individually and on behalf of all
others similarly situated,

Plaintiffs,

v.

BLOCK, INC. and CASH APP
INVESTING, LLC,

Defendants.

Hon. Magistrate Judge Sallie Kim

Case No.: 3:22-cv-04823

**DECLARATION OF GARY S.
GRAIFMAN IN SUPPORT OF MOTION
FOR AWARD OF ATTORNEYS' FEES
AND COSTS, AND SERVICE AWARDS**

DATE:

TIME:

CTRM:

1 GARY S. GRAIFMAN, being duly sworn, hereby declares under the penalty
2 of perjury as follows:

3 1. I am a member of the law firm of Kantrowitz, Goldhamer &
4 Graifman, P.C. ("KGG"), counsel for Plaintiffs Michelle Salinas, Raymel
5 Washington and Amanda Gordon, in the above matter, together with my co-
6 counsel, Nicholas A. Migliaccio of Migliaccio & Rathod, LLP (M&R") and
7 William B. Federman of Federman & Sherwood ("F&S"). As one of the three Co-
8 Lead Counsel, I am fully familiar with the facts contained herein based upon my
9 personal knowledge and the books and records kept in the ordinary course of
10 KGG's business. I submit this declaration in support of Class Counsel's
11 application for an award of attorneys' fees in above-captioned action (the
12 "Action"), as well as for reimbursement of expenses incurred by my firm in
13 connection with the Action.

14 2. KGG served as Co-Lead Counsel in this Action. As co-counsel for
15 the Class, the attorneys of my firm were involved in performing the following
16 tasks: pre-litigation investigation of the facts herein; drafting and redrafting of the
17 initial complaint, vetting of and communications with clients, prospective class
18 members and class members; drafting and researching portions of the
19 Consolidated Complaint; Drafting and submitting the 23(g) Motion; attending
20 court conferences and hearings before the court; negotiating the agreement
21 concerning parameters of the discovery from Defendants in connection with
22 negotiations and resolution of issues concerning the extent of the data breach and
23 security vulnerabilities; drafting discovery requests for both Block, Inc. and Cash
24 App; contacting and reviewing the matter with Plaintiffs' consulting cybersecurity
25 expert; settlement conferences and litigation strategy with co-counsel; settlement
26 conferences with all parties; preparing for mediation sessions before Robert A.
27 Meyers, JAMS mediator; research and review of file to prepare pre-mediation
28

1 briefing; preparation of submissions to Defendants of compilation of scores of
2 class member complaints re security issues with Cash App application and
3 platform; discussions with expert re security issues with Cash App application and
4 platform and possible remedies for platform security issues; attend mediation
5 sessions with Robert A. Meyers; Participate in settlement discussions in-between
6 mediation sessions; preparation and negotiation of term sheet in connection with
7 substantive settlement; legal research, review of file, review comparable
8 settlements in ECF and Westlaw database; prepare, review and revise settlement
9 agreement; review, revise and negotiate language for Settlement Agreement
10 exhibits (drafts of class notice, settlement claim form, Preliminary Approval Order
11 and proposed Final Approval Order); numerous conferences with counsel for
12 Defendants regarding the mechanics of the settlement claims process and
13 settlement documents; Preparation of Request For Proposal(s) with multiple
14 potential Claims Administrators; review of proposals from multiple Claims
15 Administrators; multiple meetings with Claims Administrators, preparation of
16 Preliminary Approval Motion and joint certification of counsel in support thereof;
17 preparation of materials to comport with Northern District of California Guidance
18 on Class Action Settlements; discussions with Angeion as Claims Administrator;
19 review of notice program and claims process with Claims Administrator; receipt
20 and review of request from Attorney General task force requesting meeting and
21 information; meetings with Attorney General task force members; conferences
22 with co-lead counsel to coordinate materials to be provided to Attorney General
23 task force, consultations with Defendants to determine tasks and responsibilities
24 for responding to Attorney General task force; coordinate and complete exhibits
25 to Motion for Preliminary Approval; prepare, revise and finalize memorandum of
26 law in support of Preliminary Approval Motion; finalize and submit Preliminary
27 Approval Motion; coordinating with court-appointed Claims Administrator on
28 drafts, revisions and finalize the class communications and settlement class

1 notices, settlement claim form and claims deficiency notices. Going forward,
2 substantial work in this Action will continue and the attorneys of KGG will also be
3 required to prepare, research, draft and file the Final Approval Motion papers;
4 engage in the multitude of communications and/or email discussions with class
5 members as to the status of settlement administration, addressing issues relating to
6 class members' individual qualification for reimbursement; addressing
7 deficiencies in class members' filed claims and assist in curing such deficiencies;
8 engaging in the attorney review of denied claims with respect to administrative
9 appeals of such denials; reviewing opt outs and objections, if any; preparing
10 documents in opposition to any objections; preparing for the Final Approval
11 hearing; attending the Final Approval hearing; engaging in post-approval
12 coordination of payment of claims; issues with claims; additional emails and
13 communications with class members post-Effective Date of the settlement.

14 3. The schedule attached hereto as **Exhibit 1** is a summary indicating
15 the amount of time spent by each attorney and professional support staff employee
16 of KGG who was involved in the Action based on the various tasks, and the
17 lodestar calculation based on KGG's current billing rates. The schedule also
18 includes, in the category columns for "Class Claims Administration Issues and
19 Communications with Class Members" (Column 11) and "Final Approval
20 Process" (Column 12), the additional time we reasonably anticipate KGG will
21 incur in this matter between now and eventual conclusion of this matter (e.g.,
22 which will continue even after the Effective Date of the settlement (but not
23 including any appeals which may be filed, if any)).

24 4. In my experience with numerous consumer class action settlements
25 involving the need for class members to submit qualifying documents, we have
26 been called upon by class members to guide them through the claims submission
27 process and help with the documents needed; review with them any deficiency
28 notices from the Claims Administrator requiring them to cure the deficiency in

1 order to have a qualified claim; review denied claims in which the class member
2 requests an “attorney review” of the denial (which is the internal administrative
3 process during which counsel for plaintiffs and defendants meet and confer and
4 where we advocate for class members whose claims were ostensibly improperly
5 denied by the Claims Administrator). In addition to our attorneys, KGG has two
6 paralegals very experienced in helping class members through the claims
7 administration process and who generally handle these incoming inquiries initially
8 and, if need be, escalate them to Class Counsel or provide those Class Members
9 with information as to how to directly contact the Claims Administrator. We also
10 interact on a significant basis with the Claims Administrator throughout the claims
11 administration process forward.

12 5. By way of example, the last class action settlement in which we were
13 Co-Lead Class Counsel, which required submission of substantial documentation,
14 was *Gelis v. BMW of N.A., LLC*, 17-cv-7386 which was a nationwide settlement in
15 the District of New Jersey concerning BMW vehicles with defective timing chain
16 components. Because documents were necessary to submit in order to qualify,
17 class counsel had a significant role throughout the process.

18 6. From the time of Final Approval through to the conclusion of the
19 claims process in *Gelis*, KGG devoted an additional amount of time of
20 approximately 1,267 hours, a portion of which was paralegal time (*See* ECF Doc.
21 206-1 at ¶¶15-16 in *Gelis* docket). In that matter there were only approximately
22 one million three hundred thousand (1,300,000) potential class members who
23 received notice and a class of approximately 575,024 vehicles.

24 7. In this case, I understand from the Claims Administrator that over 99
25 million (99,000,000) email notices have started to be sent to putative class
26 members (the totality of emails will be rolling out over a period of days). As a
27 result, we have already received approximately 800-900 inquiries from Class
28 Members, with many thousands more sure to come. Many of these can be directed

1 to the Claims Administration team. Some need more direct involvement. In any
2 event, the amount of time required in the *Gelis* case serves as a reasonably
3 conservative yardstick.

4 8. Accordingly, I can make a good faith basis to estimate that we will
5 devote another approximately one thousand hours to this matter through
6 conclusion, one-half of which is estimated to be paralegal time and one-half of
7 which is estimated to be attorney time. That additional 1,000 hours at the blended
8 rate of the two (which computes to \$575 per hour) equals an additional amount of
9 future time of approximately \$575,000.

10 9. Not including that estimated one thousand hours to be incurred
11 herein, the lodestar schedule annexed hereto (Exhibit 1) was prepared from
12 contemporaneous daily time records regularly prepared and maintained by my
13 firm, which are available at the request of the Court. As noted, an amount of time
14 anticipated to be spent on preparation, finalizing and filing of the Final Approval
15 motion papers, preparing for argument of that motion; attending and presenting at
16 the Final Approval hearing and preparing the oppositions to any objections is
17 estimated based on our experience with prior similar consumer class action
18 settlements.

19 10. Prior to the Final Approval Hearing, scheduled for December 16,
20 2024, Class Counsel intend to supplement the record herein and submit the actual
21 additional time expended up through that point prior to the Final Approval
22 hearing.

23 11. The hourly rates for the attorneys and professional support staff at
24 KGG included in **Exhibit 1** are the same rates which have been accepted in other
25 consumer class action litigation the firm has successfully litigated.

26 12. The total number of hours expended on this Action by KGG to
27 August 9th, 2024 is **1,207.95**. The total lodestar for my firm for this period is
28 **\$703,413.75**, consisting of \$575,197.50 for attorneys' time and \$128,216.25 for

1 professional support staff time.

2 13. If the additional estimated future time is included in this analysis, the
3 amount of KGG's lodestar is estimated to be at least **\$1,278,413.70**, based on
4 approximately **2,208 hours** through conclusion of this matter.

5 14. KGG's lodestar figures are based upon the firm's billing rates, which
6 rates do not include charges for expense items. Expense items are billed
7 separately and such charges are not duplicated in my firm's billing rates.

8 15. The Court preliminarily approved the proposed Settlement of this
9 action, and the Settlement Administrator has disseminated notice to Class Members
10 in accordance with the Notice Plan.¹ Now, Plaintiffs respectfully request an award
11 of \$5 million dollars in attorneys' fees, **\$76,696.58** in costs and expenses, as well as
12 service awards of \$2,500 to each of the Class Representatives (\$7,500 in total) in
13 accordance with the terms of the preliminarily approved Settlement between
14 Plaintiffs and Defendants Block, Inc. and Cash App Investing, LLC. ("Cash App")

15 16. After nearly two years of hard-fought litigation, including extensive
16 motion practice, the consolidation of two different cases, and three full-day
17 mediation sessions with Robert A. Meyer, Esq. of JAMS, the parties reached an
18 exceptional Settlement that compensates Class Members for their losses and
19 protects them against future risks caused by the Data Breach. The Settlement is
20 valued at \$20 million. As explained in greater detail below, this includes the \$15
21 million non-reversionary Settlement Fund, and the \$5 million value of Defendants'
22 changes in security practices resulting from this litigation, based on current claim
23 figures. The requested attorney's fees (\$5 million) amount to 25% of the value of
24 the current settlement value.

25 17. The requested fees are fair and reasonable in light of Counsel's
26 Lodestar. Over the nearly two years of heavily contested litigation, Class Counsel

27 ¹ Unless otherwise noted, capitalized terms have the meaning ascribed to them in
28 the Settlement Agreement. (ECF No. 76-2).

1 devoted more than **2,644** hours in the aggregate and incurred a conservatively
2 calculated, collective lodestar of **\$1,874,297.30** to secure the relief for the class. The
3 time spent by Plaintiffs' Counsel in this litigation is set forth in greater detail at ¶ 2
4 and on Exhibit 1.

5 18. Further, Class Counsel is expected to devote additional time as they
6 work to secure final approval of the Settlement, litigate any appeals, and assist Class
7 Members through the claims process. That additional time as noted above is
8 estimated as an additional 1,000 hours of attorney and paralegal; time with a blended
9 rate of \$575 per hour, totaling an additional lodestar amount of \$575,000. If that
10 \$575,000 is considered (as it should be, especially as at Final Approval much of it
11 will have been incurred), that results in a lodestar of **\$2,449,297.30**.

12 19. The requested fee award represents a lodestar multiple of **2.7** currently,
13 which is fair and reasonable in light of the significant risks Class Counsel faced, the
14 complexity of the issues presented, and the excellent results and benefits achieved.
15 If the future time to be incurred is included in the calculus, the multiple requested is
16 approximately **2.0**.

17 20. Class Counsel similarly requests that the Court award costs and
18 expenses in the amount of **\$76,696.58**, which reflect reasonable costs necessary to
19 pursue this litigation and secure the Settlement. All applicable factors support the
20 requested award.

21 21. As detailed in the schedule attached hereto as **Exhibit 2**, KGG has
22 incurred a total of **\$33,257.48** in unreimbursed expenses to date in connection with
23 the prosecution of this Action. It is expected that additional expenses, including
24 experts fees, will be incurred in the future in the Action and such additional
25 expenses, if any, will be submitted in Plaintiffs' supplemental submissions.

26 22. The expenses incurred in this Action are reflected on the books and
27 records of my firm. These books and records are prepared from expense vouchers,
28 check records and other source materials and are an accurate record of the

1 expenses incurred.

2 23. With respect to the standing of KGG, attached hereto as **Exhibit 3** is
3 a brief biography of KGG and its attorneys who were principally involved in this
4 Action.

5 24. Class Counsel also respectfully request the Court award Service
6 Awards of \$2,500 to each of the Class Representatives for a total of \$7,500. As
7 explained Class Counsel further in each of their declarations submitted in support
8 of this Motion, each Class Representative did everything in their power to represent
9 the best interests of the Class and devoted a significant amount of time
10 communicating with attorneys, gathering evidence, reviewing and approving the
11 complaints, responding to discovery, and ultimately reviewing, approving, and
12 executing the Settlement Agreement. No Settlement would have been possible
13 without their vital role.

14
15 I hereby declare under penalty of perjury that the foregoing facts are true
16 and correct this 15TH day of August in Montvale, New Jersey.

17 Dated: August 15, 2024

18
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21 GARY S. GRAIFMAN
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CERTIFICATE OF SERVICE

I hereby certify that on August 15, 2024, I caused the foregoing to be filed electronically using the Court's electronic case filing (ECF) system, which will automatically send a notice of electronic filing to the email addresses of all counsel of record.

/s/ 

Exhibit 1

SALINAS, ET AL. v. BLOCK, INC and CASH APP INVESTING, LLC, Case No. 3:22-cv-04823
TIME & LODESTAR CHART (By Category)
FIRM NAME: KANTROWITZ GOLDHAMER & GRAIFMAN, P.C. - PERIOD: Inception to August 9, 2024

Name/Position	1	2	3	4	5	6	7	8	9	10	11	12	Hours	Per Hour Rate	Lodestar
Graifman, Gary/ P		8.0	27.2	2.5	5.2	3.6	2.4	101.1	72.60	6.2	3.2	17.9	249.90	\$925	\$231,157.50
Melissa Emert/ P	18.30	37.7	10.8	42.20	39.40	30.0	5.9	57.30	87.10	1.9	10.3	11.9	352.80	\$925	\$326,340.00
Andre Arias/ A		3.8	1.4	5.8	2.7	.5		4.5	16.7				35.40	\$500	\$17,700.00
Cherie Cornfield/ PL	355.05		12.7	97.1					8.0		16.0		488.85	\$225	\$109,991.25
Liz Moccia/ PL									1.0		80.0		81.00	\$225	\$18,225.00
CURRENT TOTAL													1,207.95		\$703,413.75
Additional Estimated Time												1000	1000 ¹	\$575	\$575,000.00

¹ The additional hours are divided equally between Partners’ time (at \$925 per hour) and paralegal time (at \$225 per hour) which results in the blended rate of \$575 per hour.

FUTURE TOTAL TIME & LODESTAR													2207.95		\$1,278,413.7 5
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Position Key: P=Partner, SA=Senior Associate, A=Associate, PL=Paralegal

CATEGORIES

- 1. Pre-Litigation Investigation and Fact Analysis
- 2. Drafting Complaints (Original, First, Amended Second Amended)
- 3. Case Development and Case Administration
- 4. Post Filing Investigation and Communications with Class Members
- 5. Motion Practice, Drafting Memoranda and Legal Research
- 6. Court Hearings and Appearances
- 7. Communications with Consultants/Experts
- 8. Negotiations and Settlement Process
- 9. Settlement Documentation, Preliminary Approval Motion & Briefing
- 10. Discovery
- 11. Class Claims Administration Issues and Communications with Class Members/Witnesses re Settlement (*Time to Date*)
- 12. Final Approval Process, Final Approval Motion and Objection Replies, Communications with Class Members Through Conclusion (*Future Amount Estimated*)

EXHIBIT 2

Exhibit 2
EXPENSE REPORT FOR
SALINAS, ET AL. v. BLOCK, INC and CASH APP INVESTING, LLC,
Case No. 3:22-cv-04823
EXPENSE CHART (By Category)
FIRM NAME: KANTROWITZ GOLDHAMER & GRAIFMAN, P.C.
PERIOD: Inception to August 9, 2024

<u>Category</u>	<u>Amount</u>
Computer Research and Electronic Document Retrieval (Westlaw, Lexis, identity search databases)	\$102.46
Travel, Hotel, Meals and Related Expenses	\$20,383.36
Photocopying (including commercial or internal copying)	\$131.15
Facsimile and Long Distance Telephone	\$
Postage and Overnight Delivery (Fed Ex, UPS)	\$47.11
Court Filing Fees	\$48.60
Mediation Fees	\$8,953.50
Experts/Consultants	\$3,591.30
Process Service	\$
TOTAL	\$33,257.48

Exhibit 3

New York Office:

16 Squadron Boulevard
New City, New York 10956
Tel: 845-356-2570
Fax: 845-356-4335



New Jersey Office:

135 Chestnut Ridge Road
Montvale, New Jersey 07645
Tel: 201-391-7000
Fax: 201-307-1086

KANTROWITZ, GOLDHAMER & GRAIFMAN, P.C. (“KGG”) has a nationwide class action practice and has litigated numerous cases involving complex business litigation, consumer class actions and securities class actions. The firm has litigated a number of cases resulting in reported decisions, including cases of first impression. The firm also has an active personal injury and medical malpractice practice, chaired by Barry S. Kantrowitz, and represents clients in mass tort actions.

GARY S. GRAIFMAN is a partner in the Firm and co-chair of the Consumer Class Action Litigation Group at KGG with Melissa R. Emert. Mr. Graifman specializes in the area of consumer and securities class action litigation. He is admitted to practice before the courts of the State of New York, the State of New Jersey, the United States Federal Courts for the Southern District of New York, the Eastern District of New York, the Northern District of New York, the District of New Jersey, the United States Court of Appeals for the First Circuit, Second Circuit, Third Circuit and the Eighth Circuit. He is also a member of the Class Action Committee of the New Jersey State Bar Association. Mr. Graifman is rated “AV-Preeminent” by Martindale Hubbell and has been nominated by Super Lawyers Magazine as a New Jersey Super Lawyer for 2010-2022. He has been a panelist and speaker on class action issues before various bar organizations including those sponsored by the Class Action Committee of the New Jersey State Bar Association and by the National Employment Lawyers Association, New York Chapter. Just this past August 8, 2024, Mr. Graifman presented at a CLE Webinar for class action attorneys entitled, *Class Action Litigation: A Comprehensive Guide to Recent Developments and Best Practices*.

A sampling of some of the cases Mr. Graifman has recently been involved in include:

- *In re Volkswagen Timing Chain Products Liability Class Action*, 16-cv-2765 (JLL) (D.N.J.). Mr. Graifman and the Firm served as Co-Lead Counsel in this products liability class action which was settled on a nationwide basis on behalf of the owners and lessees of approximately 477,000 class vehicles. Final approval was granted to the Settlement on December 14, 2018. The Settlement provided one hundred percent reimbursement for timing chain repairs to class members and was valued at approximately \$50 million (inclusive of warranty extension repairs).
- *In re Home Depot Consumer Data Security Breach Litig.*, 1:14-MD-02583-TWT (N.D.Ga.). Mr. Graifman and the Firm served on the five member Plaintiffs’ Steering Committee in this massive data breach consumer class action affecting approximately 50 million consumers which was settled on a nationwide basis in 2016. The settlement was valued at approximately \$27 million.

- *In re Premera Blue Cross Customer Data Security Breach Litig.* 3:15-md-2633 (D. Ore). Mr. Graifman and the Firm were one of the counsel in the *Premera Blue Cross Customer Data Breach* Matter, having done substantial and essential work in the case, which was given Final Approval in early March 2020. The firm's client was the sole named plaintiff and representative for the putative California state subclass. The California subclass asserted a claim under the California Confidential Medical Information Act, Cal. Civ. Code §§ 56, *et seq.* which was sustained by Court on a motion to dismiss. The matter settled and final approval was granted on March 2, 2020. Under the terms of the settlement approved, the California subclass was entitled to additional compensation as a result of the California CMIA claim.
- *Oliver, et al. v. Bayerische Motoren Werke Aktiengesellschaft, et al.*, 2:17-cv-12979-CCC-MF (D.N.J.). Mr. Graifman and the Firm served as Co-Lead Counsel on this case which involved defective electric coolant pumps on various BMW model vehicles. The matter settled and Final Approval was granted on March 9, 2021. The class includes approximately 563,227 vehicles. The Settlement is valued at approximately \$30 Million.
- *Coffeng, et al. v. Volkswagen Group of America, et al.*, 3:17-cvb—01825-JD (N.D. Cal.). Mr. Graifman and the Firm serve as Co-Lead Counsel on this consumer class action involving defective water pumps in a multitude of Volkswagen and Audi model vehicles. Final Approval was granted to the settlement on May 14, 2020. The case encompassed a nationwide class of owners and lessees of approximately 873,779 class vehicles and was valued at approximately \$22 million.
- *Chiarelli, et al. v. Nissan, N.A. and Duncan, et al. v. Nissan N.A.*, 14-CV-4327(NGG) (E.D.N.Y.) and 1:16-CV-12120-DJC (D. Mass.), these two companion cases involve multi-state claims concerning defective timing chains on various Nissan model vehicles and involve claims in the states of Massachusetts, New York, Texas, Florida, North Carolina, Maryland, Colorado and Oregon. Final Approval was granted to the settlement on August 25, 2020 before Judge Denise Casper in the U.S. District Court for the District of Massachusetts.
- *Seifi, et al. v. Mercedes-Benz USA, LLC*, 3:12-cv-5495-TEH (N.D. Ca.). Mr. Graifman and the Firm served as co-lead counsel in this litigated consumer class action seeking reimbursement for repairs to various Mercedes model vehicles due to a balance shaft defect. The action settled on a nationwide basis in 2015, valued at approximately \$25 million.
- *In re Rambus Securities Inc. Litigation.*, 06-c-v4346-JF (U.S. District Ct., N.D. Cal.) Mr. Graifman and the Firm served as Co-Lead Counsel for the class in this securities class action involving allegations of backdating of options. The matter was settled for \$18.33 million and approved on May 14, 2008.
- *Sheris v. Nissan North America, Inc.*, 07-cv-2516 (WHW) (U.S. District Ct., D. New Jersey). Mr. Graifman and the Firm served as Co-Lead Counsel for the class in this

consumer class action against Nissan for alleged brake defect in the 2005 G35x model vehicle. The Court certified a New Jersey settlement class which involved reimbursement of the cost of brake and rotor replacement up to \$340 per brake replacement.

- *Szymczak v. Nissan N. Am. Inc.* (S.D.N.Y.), Case No. 10-cv-0-7493 (VB) (U.S. District Ct., S.D.N.Y.). Mr. Graifman and the Firm served as co-lead counsel in this litigated consumer class action seeking reimbursement for repairs to Nissan Pathfinder, Xterra or Frontier vehicles caused by cross-contamination of radiator fluid with transmission fluid seeping into the transmission. The matter was settled with Defendants agreeing to extend the warranty to 100,000 miles or 10 years and pay for the repairs during that extended mileage and time period, subject to certain deductibles that applied. The nationwide class action settlement, which involved approximately 300,000 vehicles was approved by the Court in May 2013. The settlement was valued at approximately \$17 million.
- *Jermyn v. Best Buy Stores, L.P.*, 1:08-cv-00214 (CM) (U.S. District Ct., S.D.N.Y.). Mr. Graifman and the Firm served as Co-Lead Counsel in this litigated consumer class action certified as a New York consumer class by Hon. Colleen McMahon. The class consisted of Best Buy purchasers who were denied price match guarantees by Best Buy. The matter settled on a class-wide basis shortly before trial.
- *Lubitz, et al. v. DaimlerChrysler Corp.*, BER-L-4883-04 (New Jersey Superior Court, Bergen Co.) Mr. Graifman and the Firm served as Co-Lead Counsel for the class in this consumer class action against DaimlerChrysler Corp. The Court certified a nationwide settlement class and approved a settlement valued at \$14.5 million to owners of Jeep Grand Cherokees, model years 1999 through 2004.
- *In re Trend Micro Class Action Litigation*, Case No. CV 11-02488 (RMW) (U.S. District Ct., N.D. Calif.). Mr. Graifman and the Firm served as Co-Lead Counsel for the class in this consumer class action concerning the failure to provide the remaining time left on current trial subscriptions when the subscriber on the trial subscription converted to a paid subscription. The case was settled in 2013 and Final Approval of the settlement was entered November 15, 2013 by the Court granting subscribers cash refunds or credit towards their future subscriptions and changing the policy of the Company going forward.
- *In re Symantec Class Action Litig.*, 1-05-cv-053711 (Superior Ct. Of State of California, Co. Of Santa Clara) (Komar, J.). Mr. Graifman and the Firm served as Co-Lead counsel in this consumer class action involving the cut-off of subscription time when the subscriber to Norton's anti-virus software renewed or upgraded earlier than the end of the then-current subscription. After the class was certified upon a litigated motion, the matter was settled for a cash payment or a voucher for further use with the anti-virus subscription (at the consumer's option), with the settlement valued in excess of \$5 million.
- *Lowrance, et al. v. Equinox International Corp.*, 2:99-cv-0969 (D.Nev.). Mr. Graifman and the Firm participated in trying a nationwide consumer class action case in the District of Nevada against multi-level marketing company, Equinox, International Corp. through the entire bench

trial, and settling the matter on or about the last day of trial before Judge Johnnie B. Rawlinson, just prior to her elevation to the U.S. Court of Appeals for the Ninth Circuit. The matter was tried with other plaintiffs' counsel, who Mr. Graifman second-seated, and a multi-state Attorney General Task Force and resulted in the liquidation of Equinox and a settlement fund in excess of \$30 million to repay Equinox distributors.

MELISSA R. EMERT, ESQ., has been representing aggrieved stockholders and consumers for more than 30 years. Ms. Emert recently joined KGG after spending most of her career at a national class action firm where she founded and was Co-Chair of its Consumer and Antitrust Class Action Litigation Groups. Ms. Emert's practice focuses on consumer, antitrust and securities class actions. She has litigated cases throughout the United States and held prominent leadership positions in many large multidistrict litigations ("MDLs"). Melissa is a member of the New York State Bar and is admitted to practice before the United States District Courts for the Southern and Eastern Districts of New York. Melissa graduated from Brooklyn Law School with a Juris Doctor in 1988 and received a Bachelor of Arts from the State University of New York at Stony Brook in 1985.

Examples of Ms. Emert's nationwide class action experience include:

- Court-appointed Co-Lead Counsel in *Carder v. Graco Children's Products, Inc.*, 2:20-cv-00137-LMM (N.D. Ga. 2021) (alleging state consumer protection and common law claims on behalf of consumers resulting from defendant's defective and allegedly unsafe children's car seat products);
- Court appointed Co-Lead Counsel in *In re: Daily Fantasy Sports Litig.*, 1:16-md-02677-GAO (D. Mass 2016) (alleging violations of state consumer protection statutes and common law claims on behalf of consumers participating in defendants' online fantasy sports websites).
- Court appointed member of plaintiffs' executive committee in *In re: Hill's Pet Nutrition, Inc. Dog Food Products Liability Litig.*, 19-md-2887 (D. Kan.) (alleging violations of state consumer protection statutes and common law on behalf of consumers who purchased dog food that contained toxic levels of Vitamin D).
- Discovery Committee in a court approved leadership structure in *In re: Rock 'N Play Sleeper Marketing, Sales Practices, and Products Liability Litigation*, 1:19-md-2903 (W.D.N.Y. 2019) (alleging violations of state consumer protection statutes and common law claims on behalf of consumers who purchased the defective and inherently unsafe Fisher-Price Rock 'n Play Sleeper for their infant children).
- Court appointed member of Plaintiffs' Steering Committee in *In re: Intel Corp. CPU Marketing and Products Liability Litig.*, 3:18-md-02828 (D. Or. 2018) (claims on behalf of Intel processor users that have been affected by Intel's alleged defective processors).
- Court appointed member of Plaintiffs' Executive Committee in *In re: Apple Inc. Device Performance Litig.*, 5:18-md-02827 (N.D. Cal. 2018) (claims on behalf of iPhone and iPad

users that have been affected by the alleged intentional slowdown of the processors).

- Court appointed member of Plaintiffs' Steering Committee in *In re: German Automotive Mfr. Antitrust Litig.*, 3:17-md-02796 (N.D. Cal. 2017) (alleging anticompetitive conduct in the market for German-made automobiles).
- Court appointed member of Plaintiffs' Steering Committee in *In Re: Sonic Corp. Customer Data Sec. Breach Litig.*, 1:17-md-02807 (N.D. Ohio 2017) (claims on behalf of persons allegedly affected by Sonic's data breach resulted in a class wide settlement).
- Class Representative Communications and Client Vetting Committee in a court approved leadership structure in *Echavarria, et al. v. Facebook, Inc.*, C 18- 05982 (N.D. Cal. 2018) (claims on behalf of persons that have been allegedly affected by Facebook's "View As" data breach).
- Co-Chair of Plaintiffs' Vetting Committee in a court approved leadership structure in *In re Wawa, Inc. Data Breach Litigation*, No. 19-6019 (E.D. Pa. 2019) (claims on behalf of persons affected by Wawa's data breach and had their personal information compromised).
- Court appointed Interim Class Counsel in *In re: Google Location History Litig.*, 5:18-cv-05062-EJD (N.D. Cal. 2019) (a privacy breach action alleging Google tracked millions of mobile device users' geolocation after falsely representing that activating certain settings will prevent the tracking).
- One of three lead co-counsel in *Hughley, et al. v. Univ. of Central Florida Bd. of Tr.*, 2016-CA-001654-O (9th Judicial Circuit, Florida) (February 2016 data breach; settled November 2017, with UCF spending an additional \$1,000,000 annually to protect students' and employees' personal information).

Melissa also has developed and oversees the following litigation, among others:

- *County of Osceola v. Purdue Pharma Inc.*, 6:18-cv-00164 (M.D. Fl.); *County of Alachua v. Purdue Pharma Inc.*, 1:18-cv-00086-MW-GRJ (N.D. Fl.); *County of Palm Beach v. Purdue Pharma Inc.*, 50-2018-CA-004109 (N.D. Fl.) (each alleging opioid manufacturers and distributors defrauded the counties, among others, to generate improper revenue at the county's expense).
- *In Re: Uber Tech., Inc., Data Sec. Breach Litig.*, 2:18-ml-02826-PSG-GJS (C.D. Cal.) (alleging a failure to secure and safeguard riders' and drivers' personally identifiable information ("PII") caused 57 million driver and rider accounts to be compromised).
- *In Re: 21st Century Oncology Customer Data Sec. Breach Litig.*, 8:16-md-02737 (M.D. Fla.) (October 2015 data breach in which the PII of more than two million 21 Century patients was compromise).
- *Suvino v. Time Warner Cable, Inc.*, 1:16-cv-07046 (S.D.N.Y.) (settled action which alleged violations of the Americans with Disabilities Act by Time Warner).

- *Guariglia et al v. The Procter & Gamble Company*, 2:15-cv-04307 (E.D.N.Y.) (settled action which alleged violations of law in connection with P&G's design, manufacture, marketing, advertising, and selling of Tide Pods).

DANIEL C. EDELMAN, ESQ., is an experienced commercial litigator and member of KGG's national Consumer Class Action Litigation Group, representing aggrieved plaintiffs in consumer fraud, data breach, automotive defect, biometric data privacy, and securities and shareholder actions. Mr. Edelman's practice also includes white collar defense, representing companies in governmental and regulatory agency investigations at the local, state and federal levels. Mr. Edelman has represented publicly owned and privately-held companies, including FINRA-member broker dealers, investment advisors, real estate investment and development companies and construction companies. Mr. Edelman has also represented high net-worth individuals in high profile business and partnership disputes, and also business umbrella organizations and their affiliates in complex commercial litigation. Typical matters include claims for fraud, breach of contract, business torts, defamation, and real estate litigation.

As an appellate advocate, Mr. Edelman has authored winning briefs before the New York State Supreme Court Appellate Division and the Second Circuit.

Mr. Edelman has also advised start-up companies on risk mitigation and employee handbook policies, and is experienced in drafting and reviewing various transactional, employment and vendor agreements, as well as entity formation documents.

Prior to practicing law, Daniel served as an associate director at CBS News in New York, where he worked for the *CBS Evening News with Dan Rather*, and CBS News Special Events. Daniel received his Juris Doctor from the Benjamin N. Cardozo School of Law and graduated *magna cum laude* from Brandeis University in 1998.

Daniel is a member of the Rockland County Bar Association and is admitted to practice law before the State Courts of New York and New Jersey, and the United States District Court for the Southern District of New York and District of New Jersey.

EXHIBIT 2

Gary S. Graifman (*Pro Hac Vice*)
Melissa Emert (*Pro Hac Vice*)
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jrathod@classlawdc.com

Co-Lead Counsel for the Proposed Class

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION**

MICHELLE SALINAS, RAYMEL
WASHINGTON, and AMANDA
GORDON, individually and on behalf
of all others similarly situated,

Plaintiffs,

v.

BLOCK, INC. and CASH APP
INVESTING, LLC,

Defendants.

Hon. Magistrate Judge Sallie Kim

Case No.: 3:22-cv-04823

**DECLARATION OF NICHOLAS A.
MIGLIACCIO IN SUPPORT OF
MOTION FOR AWARD OF
ATTORNEYS' FEES AND COSTS,
AND SERVICE AWARDS**

DATE: December 16, 2024

TIME: 9:30 A.M.

CTRM:

1 Nicholas A. Migliaccio, being duly sworn, hereby declares under the penalty
2 of perjury as follows:

3 1. I am a member of the law firm of Migliaccio & Rathod LLP
4 (“M&R”), co-counsel for Plaintiffs Michelle Salinas, Raymel Washington and
5 Amanda Gordon, in the above matter, together with my co-counsel, Gary S.
6 Graifman of Kantrowitz, Goldhamer & Graifman, P.C. (“KGG”) and William B.
7 Federman of Federman & Sherwood (“F&S”), David A. Goodwin of Gustafson
8 Gluek PLLC (“Gustafson Gluek”), and Scott Hirsch Law Group PLLC (“SHLG”).
9 As one of the three Co-Lead Counsel, I am fully familiar with the facts contained
10 herein based upon my personal knowledge and the books and records kept in the
11 ordinary course of M&R’s business. I submit this declaration in support of Class
12 Counsel’s application for an award of attorneys’ fees in above-captioned action
13 (the “Action”), as well as for reimbursement of expenses incurred by my firm in
14 connection with the Action.

15 2. M&R served as Co-Lead Counsel in this Action. As co-counsel for
16 the Class, the attorneys of my firm were involved in performing the following
17 tasks: pre-litigation investigation of the facts herein; drafting and redrafting of the
18 initial complaint, vetting of and communications with clients, prospective class
19 members and class members; drafting and researching portions of the
20 Consolidated Amended Complaint; drafting the 23(g) Motion and Motion to
21 Consolidate; attending court conferences and hearings before the court;
22 participating in negotiation concerning parameters of the discovery from
23 Defendants in connection with negotiations and resolution of issues concerning the
24 extent of the data breach and security vulnerabilities; participating in drafting
25 discovery requests for both Block, Inc. and Cash App; contacting and reviewing
26 the matter with Plaintiffs’ consulting cybersecurity expert; numerous settlement
27 conferences and litigation strategy with co-counsel; settlement conferences with
28

1 all parties; preparing for and participating in three mediation sessions before
2 Robert A. Meyers, JAMS mediator; research and review of files to prepare pre-
3 mediation briefing; preparation of submissions to Defendants of compilation of
4 numerous class member complaints regarding security issues with Cash App
5 application and platform; discussions with expert re: security issues with Cash
6 App application and platform and possible remedies for platform security issues;
7 participating in numerous settlement discussions in-between mediation sessions;
8 participating in the preparation and negotiation of term sheet in connection with
9 substantive settlement; legal research, review of file, review comparable
10 settlements in ECF, LEXIS and Courtlink databases and drafting an extensive
11 chart regarding same; participation in the preparation and revision of the
12 settlement agreement; participating in the review, revision and negotiation of
13 language for Settlement Agreement exhibits (drafts of class notice, settlement
14 claim form, Preliminary Approval Order and proposed Final Approval Order);
15 participation in numerous conferences with counsel for Defendants regarding the
16 mechanics of the settlement claims process and settlement documents; preparation
17 of Request For Proposal(s) with multiple potential Claims Administrators; review
18 of proposals from multiple Claims Administrators and drafting of comparison
19 chart of same; multiple meetings with Claims Administrators, preparation of
20 Preliminary Approval Motion and joint certification of counsel in support thereof;
21 preparation of materials to comport with Northern District of California Guidance
22 on Class Action Settlements; discussions with Angeion as Claims Administrator;
23 review of notice program and claims process with Claims Administrator; receipt
24 and review of request from Attorney General task force requesting meeting and
25 information; meetings with Attorney General task force members; conferences
26 with co-lead counsel to coordinate materials to be provided to Attorney General
27 task force, consultations with Defendants to determine tasks and responsibilities
28 for responding to Attorney General task force; coordinate and complete exhibits to

1 Motion for Preliminary Approval; preparation and revision of memorandum of
2 law in support of Preliminary Approval. It is my experience that substantial work
3 in this Action will continue going forward and the attorneys of M&R will also be
4 required to help prepare, research, draft and file the Final Approval Motion papers;
5 engage in the multitude of communications and/or email discussions with class
6 members as to the status of settlement administration, addressing issues relating to
7 class members' individual qualification for reimbursement; addressing
8 deficiencies in class members' filed claims and assist in curing such deficiencies;
9 engaging in the attorney review of denied claims with respect to administrative
10 appeals of such denials; reviewing opt outs and objections, if any; preparing
11 documents in opposition to any objections; preparing for the Final Approval
12 hearing; attending the Final Approval hearing; engaging in post-approval
13 coordination of payment of claims; issues with claims; additional emails and
14 communications with class members post-Effective Date of the settlement.

15 3. The schedule attached hereto as **Exhibit 1** is a summary indicating
16 the amount of time spent by each attorney and professional support staff employee
17 of M&R who was involved in the Action based on the various tasks, and the
18 lodestar calculation based on M&R's current billing rates. The schedule also
19 includes in the category columns for "Class Claims Administration Issues and
20 Communications with Class Members" (Column 11) and "Final Approval
21 Process" (Column 12) the additional time I reasonably anticipate to incur in this
22 matter between now and eventual conclusion of this matter (e.g., which will
23 continue even after the Effective Date of the settlement (but not including any
24 appeals which may be filed, if any)). In my experience with numerous consumer
25 class action settlements involving large class sizes, I anticipate that Class Counsel
26 will incur another 1,000 hours and that M&R will spend hundreds of additional
27 hours on this matter. Other than that, the lodestar schedule annexed hereto (Exhibit
28 1) was prepared from contemporaneous daily time records regularly prepared and

1 maintained by my firm, which are available at the request of the Court. As noted,
2 an amount of time anticipated to be spent on preparation, finalizing and filing of
3 the Final Approval motion papers, preparing for argument of that motion;
4 attending and presenting at the Final Approval hearing and preparing the
5 oppositions to any objections is estimated based on my experience with prior
6 consumer class action settlements.

7 4. Prior to the Final Approval Hearing, scheduled for December 16,
8 2024, Class Counsel intend to supplement the record herein and submit the actual
9 additional time expended up through that point prior to the Final Approval
10 hearing.

11 5. The hourly rates for the attorneys and professional support staff at
12 M&R included in **Exhibit 1** are the same rates which have been accepted in other
13 consumer class action litigation the firm has successfully litigated.

14 6. The total number of hours expended on this Action by M&R to date
15 (and anticipated to be incurred through the conclusion of this matter) is 493.80.
16 The total lodestar for my firm for that period is \$357,289.80, consisting of
17 \$355,521.20 for attorneys' time and \$1,768.60 for professional support staff time.

18 7. M&R's lodestar figures are based upon the firm's billing rates, which
19 rates do not include charges for expense items. Expense items are billed separately
20 and such charges are not duplicated in my firm's billing rates.

21 8. The Court preliminarily approved the proposed Settlement of this
22 action, and the Settlement Administrator has disseminated notice to Class Members
23 in accordance with the Notice Plan.¹ Now, Plaintiffs respectfully request an award
24 of \$5,000,000.00 in attorneys' fees, \$76,696.58 in costs, as well as service awards
25 of \$2,500 to each of the Class Representatives (\$7,500 in total) in accordance with
26 the terms of the preliminarily approved Settlement between Plaintiffs and
27 _____

28 ¹ Unless otherwise noted, capitalized terms have the meaning ascribed to them in
the Settlement Agreement. (ECF No. 76).

1 Defendants Block, Inc. and Cash App Investing, LLC.

2 9. After nearly two years of hard-fought litigation, including motions
3 practice, the consolidation of two different cases, and three full-day mediation
4 sessions with Robert A. Meyer, Esq. of JAMS, the parties reached an exceptional
5 Settlement that compensates Class Members for their losses and protects them
6 against future risks caused by the Data Breach. The Settlement is valued at \$20
7 million. As explained in greater detail in Plaintiffs' motion and attached exhibits,
8 this includes the \$15 million non-reversionary Settlement Fund, and the \$5 million
9 value of Defendants' changes in security practices resulting from this litigation. The
10 requested attorney's fees (\$5 million) amount to 25% of the value of the current
11 settlement value.

12 10. The requested fees are fair and reasonable in light of Counsel's
13 Lodestar. Over the nearly two years of heavily contested litigation, Plaintiffs'
14 counsel devoted more than 2,644.30 hours and incurred a conservatively calculated,
15 collective lodestar of \$1,874,297.30 to secure the relief for the class. The time spent
16 by Plaintiffs' Counsel in this litigation included consolidating all filed cases before
17 the Court and seeking the appointment of Class Counsel; researching, drafting, and
18 amending the consolidated complaint on two different occasions to survive
19 Defendants' challenges to the complaints; and negotiating an extremely favorable
20 Settlement for the Class.

21 11. Further, Class Counsel is expected to devote additional time that will
22 be entirely uncompensated, just like the work done for this Motion, as they work to
23 secure final approval of the Settlement, litigate any appeals, and assist Class
24 Members through the claims process.

25 12. The requested fee award represents a lodestar multiple of 2.7, which is
26 fair and reasonable in light of the significant risks Counsel faced, the complexity of
27 the issues presented, and the excellent results and benefits achieved.

28 13. Plaintiffs similarly request the Court award costs in the amount of

1 \$76,696.58, which reflect reasonable costs necessary to pursue this litigation and
2 secure the Settlement. All applicable factors support the requested award.

3 14. As detailed in the schedule attached hereto as **Exhibit 2**, M&R has
4 incurred a total of \$11,282.14 in unreimbursed expenses to date in connection with
5 the prosecution of this Action. It is expected that additional expenses, including
6 expert's fees, will be incurred in the future in the Action and such additional
7 expenses, if any, will be submitted in Plaintiffs' supplemental submissions.

8 15. The expenses incurred in this Action are reflected on the books and
9 records of my firm. These books and records are prepared from expense vouchers,
10 check records and other source materials and are an accurate record of the
11 expenses incurred.

12 16. With respect to the standing of M&R, attached hereto as **Exhibit 3** is
13 a brief biography of my firm and attorneys in my firm who were principally
14 involved in this Action.

15 17. Class Counsel also respectfully request the Court award Service
16 Awards of \$2,500 to each of the Class Representatives for a total of \$7,500. As
17 explained by Class Counsel further in each of their declarations submitted in support
18 of this Motion, each Class Representative did everything in their power to represent
19 the best interests of the Class and devoted a significant amount of time
20 communicating with attorneys, gathering evidence, reviewing and approving the
21 complaints, responding to discovery, and ultimately reviewing, approving, and
22 executing the Settlement Agreement. No Settlement would have been possible
23 without their vital role.

24
25 I hereby declare under penalty of perjury that the foregoing facts are true
26 and correct.

27
28 Dated: August 15, 2024

/s/ Nicholas A. Migliaccio

Nicholas A. Migliaccio

CERTIFICATE OF SERVICE

I hereby certify that on August 15, 2024, I caused the foregoing to be filed electronically using the Court's electronic case filing (ECF) system, which will automatically send a notice of electronic filing to the email addresses of all counsel of record.

Dated:

/s/ Nicholas A. Migliaccio

Nicholas A. Migliaccio

EXHIBIT 1

SALINAS, ET AL. V. BLOCK, INC and CASH APP INVESTING, LLC,
Case No. 3:22-cv-04823
TIME & LODESTAR CHART (By Category)
MIGLIACCIO & RATHOD LLP
PERIOD: Inception to August 8, 2024

Name/Position	Pre-Litigation Investigation and Fact Analysis	Drafting Complaints (Original, First, Second Amended)	Case Development and Administration	Post Filing Investigation and Communications with Class Members	Motion Practice, Drafting Memoranda and Legal Research	Court Hearings and Appearances	Communications with Consultants/Experts	Settlement, Documentation, Preliminary Approval Motion & Briefing	Negotiations and Settlement Process	Discovery	Class Claim, Administration Issues, and Communications with Class Members/Witness re Settlement	Final Approval Process, Final Approval Motion and Objection Replies	Hours	Hourly Rate	Lodestar
Nicholas A. Migliaccio/P	12.2	14.2	9.8	3.9	15.6	1.8	2.1	63.1	38.9	8.9	18.7		189.2	\$1,057.00	\$199,984.40
Jason S. Rathod/P	6.1	2.2	5.5		5.5			5.9	5.0				30.2	\$878.00	\$26,515.60
Mark D. Patronella/A			6.5	15.8	10.3			19.9	29.4	6.8			88.7	\$538.00	\$47,720.60
Tyler Bean/A	14.5	15.0	4.0										33.5	\$538.00	\$18,023.00
Bruno Ortega-Toledo/A		8.3	11.5		34.7			27.2	4.8		12.3		98.8	\$437.00	\$43,175.60
Jacob Keohane/A	3.2				3.9								7.1	\$437.00	\$3,102.70
Kevin Leddy/A	2.2												2.2	\$437.00	\$961.40
Tess Russell/A					20.8			15.9					36.7	\$437.00	\$16,037.90
Ruby Drizin-Kahn/PL			4.5	2.9									7.4	\$239.00	\$1,768.60
TOTAL	38.2	39.7	41.8	22.6	90.8	1.8	2.1	132.0	78.1	15.7	31.0	0.0	493.8		\$357,289.80

Position Key
P = Partner
SA = Senior Associate
A = Associate
PL = Paralegal

Exhibit 2	
SALINAS, ET AL. V. BLOCK, INC. and CASH APP INVESTING, LLC Case No. 3:22-cv-04823 EXPENSE CHART (By Category) MIGLIACCIO & RATHOD LLP PERIOD: Inception to August 15, 2024	
Category	Amount
Travel, Hotel, Meals and Related Expenses	\$1,163.34
Court Filing Fees	\$634.00
Mediation Fees	\$5,893.50
Experts/Consultants	\$3,591.30
Total	\$11,282.14

EXHIBIT 3



SUMMARY

The attorneys at Migliaccio & Rathod LLP (“M&R”) have decades of experience in complex civil litigation and have successfully prosecuted a number of noteworthy consumer protection, data breach and privacy, civil rights, and wage theft cases. The firm’s attorneys, located in Washington D.C. and San Francisco, focus primarily on class or collective actions and take all of their cases on a contingent basis. The attorneys at the firm have litigated cases leading to recoveries of hundreds of millions of dollars for consumers, workers, and other victims of corporate misconduct. M&R has a track record of investing the time, energy, and resources necessary to develop cases which implicate significant economic, societal, privacy, and health concerns.

NOTABLE MATTERS AND SUCCESSES

- *In re: Philips Recalled CPAP, Bi-Level Pap, and Mechanical Ventilator Products Litigation*, MDL No. 3014 (W.D. Pa.). Represent plaintiffs in MDL. M&R attorney one of 12 appointed to Plaintiff Steering Committee and co-chairs the Science and Experts Committee as well as chairs the Class Action and Experts Subcommittee. The class action track settled for a \$479 million common fund (final approval granted), the medical monitoring track settled for \$25 million (approval pending), and personal injury claims settled for over \$1 billion.
- *In Re: Kia Hyundai Vehicle Theft Litigation*, No. 8:22-ml-03052-JVS-KES (C.D. Cal.). Represent plaintiffs in MDL concerning a security vulnerability in millions of vehicles manufactured by Hyundai and Kia that made them susceptible to theft. A non-reversionary common fund settlement totaling \$80-\$145 million is pending final approval and the litigation resulted in a software update being provided to class members to address the underlying security vulnerability.
- *Valsartan N-Nitrosodimethylamine (NDMA) Products Liability Litigation*, MDL Case No: 1:19-md-02875-RBK-JS (D.N.J.). Represent plaintiffs in multi-district litigation arising from worldwide recalls of generic Valsartan that had been found to be contaminated with probable human carcinogens. M&R was appointed to the Plaintiffs’ Steering Committee and serves as co-chair of the medical monitoring committee. The court granted class certification for medical monitoring for several states and appointed M&R attorney as one of two class counsel.
- *Young v. Nationwide Mut. Ins. Co.*, 693 F.3d 532, 535 (6th Cir. 2012). Represented classes of insureds against several major insurance companies for the failure to use technological advances in verifying the addresses of insureds, leading to overcharges. The Sixth Circuit opinion was foundational for a relaxed standard for ascertainability in that circuit. Litigation culminated in several multi-million dollar settlements.
- *Limbaugh, et al. v. Norwood Clinic, Inc.*, No. 01-cv-2022900085 (Ala. Cir. Ct.). M&R was appointed settlement class counsel in settlement for nationwide class of patients whose private information was exposed. Relief included a \$2.3 million non-reversionary common fund.



- *In re Wright & Filippis, LLC Data Security Breach Litigation*, Case No. 2:22-cv-12908-SFC-EAS (E.D. Mich.). M&R was appointed settlement class counsel in settlement for nationwide class of consumers whose private information was exposed. Relief includes a \$2.9 million non-reversionary common fund.
- *Carmack v. Snap-On Inc.*, 2:22-cv-695 (E.D. Wis.). M&R was appointed sole settlement class counsel in settlement for nationwide class of employees whose information was compromised in a data breach. The settlement provided for reimbursement of certain categories of losses as well as enhancement of cybersecurity practices.
- *McHenry v. Advent Health Partners, Inc.*, 3:22-cv-00287 (M.D. Tenn.). M&R was settlement class counsel in settlement for nationwide class of patients whose private information was exposed in a cyberattack. The settlement provided for reimbursement of certain categories of losses as well as enhancement of cybersecurity practices.
- *Hoover et al. v. Camping World Group, LLC et al.*, Civil Action No. 2023LA000372 (Il. Cir. Ct.). M&R was appointed settlement class counsel in settlement for nationwide class of consumers whose private information was exposed. Relief includes a \$650,000 non-reversionary common fund.
- *Bickham v. Reprosourse Fertility Diagnostics, Inc.*, No. 1:21-CV-11879-GAO (D. Mass.). M&R was appointed settlement class counsel in settlement for nationwide class of patients whose private information was exposed. Relief includes a \$1.25 million non-reversionary common fund.
- *Williams v. Monarch*, No. 2023-CVS-105 (N.C. Bus. Ct.). M&R was appointed settlement class counsel in settlement for nationwide class of patients whose private information was exposed. Relief includes a \$1.1 million non-reversionary common fund.
- *Weisenberger v. Ameritas Mutual Holding Co.*, No. 4:21-cv-03156 (D. Neb.). M&R was appointed sole settlement class counsel in settlement for nationwide class of insureds whose private information was exposed. The settlement provided for reimbursement of certain categories of losses, extended credit monitoring, and enhancement of cybersecurity practices.
- *Carlotti v. ASUS Computer International, et al*, No. 18-cv-00369 (N.D. Cal.). Represented plaintiffs in a class action suit brought on behalf of purchasers of ASUS Rog Strix GL502VS or GL502VSK laptops with defective batteries or which overheat due to their insufficient cooling system. Benefits of the resulting settlement include cash payment of up to \$110 or credit certificate of up to \$210 for any impacted individual. Settlement valued at \$16 million.
- *Brown et al. v. Hyundai Motor America, et ano.*, Case. No. 2:18-cv-11249 (D.N.J.) M&R was appointed co-lead class counsel in an action brought arising from Hyundai's alleged manufacture, design, marketing and sale of vehicles with a piston-slap defect. The case settled



on a class-action basis, and class members were provided with an extended warranty, and reimbursement of expenses.

- *In re National Security Agency Telecommunications Records Litigation*, Case No. 3:06-md-01791 (N.D. Cal.). Represented Sprint subscribers in privacy suit against telecom companies to enjoin the alleged disclosure to the National Security Agency of telephone calling records. Appointed, with co-counsel, interim lead counsel for the Sprint subscriber class in the MDL proceedings. The litigation was ultimately dismissed after Congress granted retroactive immunity to the telecom companies.
- *Wheeler et al. v. Lenovo (United States) Inc.*, Case No. 13-0007150 (D.C. Sup. Ct.) and *Kacsuta v. Lenovo (United States), Inc.*, Case No. 13-00316 (C.D. Cal.). Represented plaintiffs in a class action brought on behalf of purchasers of Lenovo laptops that suffered from Wi-Fi connectivity problems. Served among the Court-appointed class counsel in a nationwide settlement where Lenovo agreed to refund \$100 cash or issue a \$250 voucher (which required no purchase to use) to owners of the laptops.
- *Fath et al. v. Honda North America, Inc.*, Case No. 0:18-cv-01549 (D. Minn.). M&R served on the Plaintiff Steering Committee in this nationwide action arising from Honda's alleged manufacture, design, marketing and sale of vehicles with a fuel dilution defect. The case settled on a class action basis, and class members were provided with an extended warranty, reimbursement of expenses, and a product update where applicable.
- *Washington v. Navy Federal Credit Union*, Case No. 2019 CA 005735 B (D.C. Super. Ct.). Represented a settlement class of individuals whose rights were allegedly violated by Navy Federal Credit Union when they had their vehicles repossessed. The court granted approval of the \$800,000 common fund class action settlement in the Fall of 2020. Each class member received no less than \$748.12.
- *Hill v. County of Montgomery et al.*: Case No.: 9:14-cv-00933 (N.D.N.Y.). M&R served as co-lead counsel in this conditions of confinement civil rights class action for the alleged provision of insufficient sustenance in the Montgomery County Jail in upstate New York. After years of litigation, the case settled on a class action basis for \$1,000,000, providing significant relief to the class of inmates and detainees.
- *Vasquez et al. v. Libre by Nexus, Inc. et al.*: Case No. 4:17- cv-00755 (N.D.Cal.). Represented migrants released from detention who allegedly suffered from unfair and deceptive practices – including having to wear an ankle monitor – by the middleman that arranged for bond to be posted. A nationwide class action settlement has been granted final approval.
- *In re: JUUL Labs, Inc. Products Litigation*, Case No. 3:18-cv-02499 (N.D. Cal.) M&R was appointed as co-lead interim class counsel prior to formation of an MDL in action brought on behalf of a nationwide class arising from marketing and sale of electronic cigarettes by JUUL, the world's largest e-cigarette manufacturer. M&R wrote key aspects of the motion to dismiss



briefing, which was later relied on in MDL opinions. In the MDL, M&R assisted with class representative discovery.

- *Adeli v. Silverstar Automotive, Inc.*, Case No. 5:17-cv-05224 (W.D. Ark.). M&R was co-lead trial counsel in this individual consumer fraud suit for economic losses that resulted in a trial verdict of over \$5.8 million, the vast majority of which was in punitive damages (judgment later reduced to \$533,622, inclusive of a reduced but sizable punitive damages amount, which was affirmed by the Eighth Circuit Court of Appeals).
- *Bendetowies et al. v. Facebook, Inc.*: Case No. 1:18-cv-06263 (N.D.Cal.). Represented consumers in a class action against Facebook for its failure to exercise reasonable care in securing and safeguarding its account holders' Private Information. Plaintiffs alleged that Facebook's security failures exposed Plaintiffs' and Class members' Private Information to a massive security breach affecting approximately 50 million Facebook users. The failures put Plaintiffs' and Class members' personal and financial information and interests at serious, immediate, and ongoing risk.
- *Sonya O. Carr v. Transit Employee Federal Credit Union*: Case No. 19-cv-005735 (D.C. Super. Ct.). Represented a settlement class of individuals whose rights were allegedly violated by Transit Employee Federal Credit Union when they had their vehicles repossessed. The court granted approval of a \$215,000 common fund class action settlement. Each class member received no less than \$1,000.
- *Matthews v. TCL Communications et al.*, Case No. 3:17-cv-95 (W.D.N.C.). Represented plaintiffs in a class action brought on behalf of purchasers of Alcatel OneTouch Idol 3 smartphones who alleged that a firmware update removed Band 12 LTE functionality from their phones, greatly reducing their functionality. Served as Court-appointed class counsel in a class action settlement which provided class members with either the reinstatement of Band 12 LTE functionality on their phones, or new phones with LTE Band 12 functionality.
- *Snodgrass v. Bob Evans*, Case No. 2:12-cv-768 (S.D. Ohio). Represented Bob Evans' Assistant Managers in a case alleging that Bob Evans, a restaurant chain with hundreds of locations predominantly in the Midwest, had misclassified its Assistant Managers as exempt from federal and state overtime laws. After a landmark ruling on the application of the so-called "fluctuating workweek" method of payment, the lawsuit settled for \$16.5 million. The gross recovery per class member was approximately \$6,380. In issuing its order approving the settlement, the court took special note of the "competence of class counsel in prosecuting this complex litigation."
- *Corbin v. CFRA, LLC*, Case No. 1:15-cv-00405 (M.D.N.C.). Represented 1,520 servers in collective action against major IHOP franchise for wage theft violations, culminating in \$1.725 million settlement.



- *Craig v. Rite Aid*, Case No. 4:08-CV-2317 (M.D. Pa.). Represented Rite Aid Assistant Managers in a case alleging that Rite Aid had misclassified its Assistant Managers as exempt from federal and state overtime laws. Plaintiffs alleged that their primary duties involved manual labor such as loading and unloading boxes, stocking shelves, cashiering and other duties which are not exempt under federal and state overtime laws. After extensive litigation, the case settled for \$20.9 million, covering over 1,900 current and former assistant store managers. In issuing its order approving the settlement, the court stated that the settlement “represents an excellent and optimal settlement award for the Class Members” resulting from “diligent, exhaustive, and well-informed negotiations.”
- *Peppler, et al. v. Postmates, Inc.*, Case No. 2015 CA 006560 (D.C. Sup. Ct.) and *Singer, et al. v. Postmates, Inc.*, 4:15-cv-01284-JSW (N.D. Cal.). Represented plaintiffs in a wage theft class action against application-based courier startup company, alleging that the couriers were misclassified as independent contractors. M&R was named class counsel in the settlement agreement providing for \$8.75 million in relief to a nationwide class.
- *Bland v. Calfrac Well Services*, Case No. 2:12-cv-01407 (W.D. Pa.). Represented oil field workers in a nationwide collective and class action lawsuit against Defendant Calfrac Well Services for its alleged failure to properly pay overtime to its field operators. After extensive litigation, the case settled for \$6 million, which provided a gross recovery per class member of between \$250 and approximately \$11,500.
- *Nelson v. Sabre Companies LLC*, Case No. 1:15-cv-0314 (N.D.N.Y.). M&R was lead counsel in this nationwide collective action that settled for \$2.1 million on behalf of oil and gas workers for unpaid overtime.
- *Beture v. Samsung Electronics America*, Case No. 17-cv-05757 (D.N.J.). M&R was appointed as co-lead interim class counsel in action brought on behalf of a nationwide class arising from a hardware defect affecting hundreds of thousands of Samsung Galaxy Note 4 smartphones.
- *McFadden et al. v. Microsoft Corporation*, Case No. 2:20-cv-00640 (W.D. Wash.) M&R was appointed as co-lead interim class counsel in an action brought on behalf of a nationwide class arising from a hardware defect affecting Microsoft X-Box video game controllers.
- *Restaino et al. v. Mario Badescu, Inc.*, Case No. MID-L-5830-14 (N.J. Super. Ct.). Represented 36 individuals who had become physically addicted to undisclosed corticosteroids in a purportedly botanical face cream, and sought damages for personal injuries arising from the symptoms of topical steroid withdrawal. After three years of litigation, the case settled for significant relief to the plaintiffs.
- *Walsh et al. v. Globalstar, Inc.*, Case No. 3:07-cv-01941 (N.D. Cal.), represented Globalstar satellite telephone service customers who brought claims that Globalstar knew that it was experiencing failures in its satellite constellation and its satellite service was rapidly deteriorating and was no longer useful for its intended purpose, yet failed to disclose this



information to its potential and existing customers. Served as Court-appointed class counsel in a nationwide settlement that provided an assortment of benefit options, including, but not limited to, monetary account credits, free minutes, or cash back for returned equipment.

- *Delandro v. County of Allegheny*, Case No. 06-927 (W.D. Pa.). Represented pre-trial detainees who were subjected to unlawful strip searches prior to their admission at Allegheny County Jail, located in Pittsburgh, PA. After winning class certification, partial summary judgment on liability, and an injunction, the case settled for \$3 million.
- *Nnadili v. Chevron*, Case No. 02-1620 (D.D.C.). Represented owners and residents of properties in the District of Columbia that were contaminated with gasoline constituents from leaking underground storage tanks that were installed by Chevron. The plaintiffs, who resided in over 200 properties in the Riggs Park neighborhood of Northeast Washington, D.C., alleged that Chevron's contamination interfered with the use and enjoyment of their property, impacted their property values, constituted a trespass on their land, and caused fear and emotional distress. The United States Environmental Protection Agency conducted an extensive investigation into the contamination. After approximately five years of litigation, the case settled for \$6.2 million.
- *Ousmane v. City of New York*, Case No. 402648/04 (NY Sup. Ct.). Represented New York City Street vendors in a pro bono class action suit against the City of New York for excessive fines and helped secure a settlement with a value of over \$1 million.
- *Stillman v. Staples*, Case No. 07-849 (D.N.J.). Represented Staples Assistant Managers in Fair Labor Standards Act Claims for unpaid overtime. Served as a member of the trial team where the plaintiffs won a nearly \$2.5 million verdict against Staples for unpaid overtime on behalf of 342 sales managers after a six-week jury trial. After the verdict, nearly a dozen wage and hour cases against Staples from across the country were consolidated in a multi-district litigation. Served in a central role in the consolidated litigation, which lasted nearly two years after the *Stillman* verdict. The consolidated litigation ultimately settled for \$42 million.



ATTORNEYS

Nicholas A. Migliaccio

Nicholas Migliaccio has been practicing for over 20 years and litigates across the firm's practice areas. He has successfully prosecuted numerous noteworthy class and mass action cases over the course of his career, and has been appointed class counsel in both litigation and settlement classes. He has been recognized by his peers as a Superlawyer in 2016 - 2024.

Mr. Migliaccio graduated from the State University of New York at Binghamton in 1997 (B.A., *cum laude* in Environmental Studies and Philosophy) and received his law degree from Georgetown University Law Center in 2001, where he was an Editor of the Georgetown International Environmental Law Review.

Notable Cases Include:

- Representing consumers and patients in several data privacy class action settlements, including in *In re Wright & Filippis, LLC Data Security Breach Litigation*, Case No. 2:22-cv-12908-SFC-EAS (E.D. Mich.) (M&R settlement class counsel); *Limbaugh, et al. v. Norwood Clinic, Inc.*, No. 01-cv-2022900085 (Ala. Cir. Ct.) (M&R settlement class counsel); *McHenry v. Advent Health Partners, Inc.*, No. 3:22-cv-00287 (M.D. Tenn.) (M&R settlement class counsel); *Hoover et al. v. Camping World Group, LLC et al.*, Civil Action No. 2023LA000372 (Il. Cir. Ct.) (M&R settlement class counsel); *Owens, et al. v. US Radiology Specialists, Inc., et al.*, No. 22-cvs-17797 (N.C. Super. Ct.) (M&R settlement class counsel); *Carmack v. Snap-On, Inc.*, No. 2:22-cv-00695-WED (W.D. Wisc.) (M&R settlement class counsel); *Stark, et al. v. Acuity Brands, Inc.*, No. 23-EV-006179H (Ga. Fulton Co.) (M&R settlement class counsel); *Bickham v. Reprosource Fertility Diagnostics, Inc.*, No. 1:21-CV-11879-GAO (D. Mass.) (M&R settlement class counsel); *Weisenberger v. Ameritas Mutual Holding Co.*, No. 4:21-cv-03156 (D. Neb.) (M&R settlement class counsel, final approval pending); *Salinas et al. v. Block, Inc. et al.*, No. 3:22-cv-04823 (N.D. Cal.) (M&R settlement class counsel, final approval pending).
- Represented assistant managers in a Fair Labor Standards Act misclassification case and served as a member of the trial team for a six-week jury trial that resulted in a \$2.5 plaintiffs' verdict. After the verdict, nearly a dozen wage and hour cases against the defendant from across the country were consolidated in a multi-district litigation. Served in a central role in the consolidated litigation, which ultimately settled for \$42 million.
- Represented worker class in wage theft assistant manager misclassification case against national restaurant chain that culminated in a \$16.5 million settlement
- Represented worker class in wage theft rate miscalculation case against multinational fracking company, resulting in \$6 million settlement



- Represented plaintiffs in a consumer class in defective laptop case against multinational computer manufacturer, resulting in a nationwide settlement where defendant agreed to refund \$100 cash or issue a \$250 voucher (which required no purchase to use) to owners of the laptops.
- Represented pre-trial detainees who were subjected to unlawful strip searches prior to their admission at Allegheny County Jail, located in Pittsburgh, PA. After winning class certification, partial summary judgment on liability, and an injunction, the case settled for \$3 million.
- Represented owners and residents of properties in the District of Columbia that were contaminated with gasoline constituents from leaking underground storage tanks that were installed by a major oil company. The plaintiffs alleged that the contamination interfered with the use and enjoyment of their property, impacted their property values, constituted a trespass on their land, and caused fear and emotional distress. After extensive litigation, the case settled for \$6.2 million.
- Represented New York City street vendors in a pro bono class action suit against the City of New York for excessive fines and helped secure a settlement with a value of over \$1 million.
- Appointed to leadership in recent major data breach cases involving hospitals and health records, including in *In re Netgain Technology, LLC, Consumer Data Breach Litigation*, No. 0:21-cv-01210 (D. Minn.) and in *In re Eskenazi Health Data Incident Litigation*, No. 49D01-2111-PL-038870 (Ind. Sup. Ct.)

Admissions:

- New York
- Washington, D.C.
- United States Court of Appeals for the Third Circuit
- United States Court of Appeals for the Fourth Circuit
- United States Court of Appeals for the Sixth Circuit
- United States District Court for the District of Colorado
- United States District Court for the District of Columbia
- United States District Court for the District of Maryland
- United States District Court for the Eastern District of Michigan
- United States District Court for the Eastern District of New York
- United States District Court for the Northern District of New York
- United States District Court for the Southern District of New York
- United States District Court for the Western District of New York
- United States District Court for the Western District of Pennsylvania

Education:

- Georgetown University Law Center, J.D., 2001
- State University of New York at Binghamton, BA, 1997



Publications and Speaking Engagements:

- Co-authored “Environmental Contamination Treatise: Overview of the Litigation Process,” in R. Simons, Ph.D, When Bad Things Happen to Good Property (Environmental Law Institute, 2005).
- Presentation on *The Motor Carrier Act Exception to the FLSA’s Overtime Provisions - 13(b)(1) and the SAFETEA-LU Amendments*, Worker’s Injury Litigation Group / Ohio Association of Justice Meeting, Winter 2014.
- Presentation on *Litigating Fair Labor Standards Act Collective Action Cases*, Worker’s Injury Litigation Group / Ohio Association of Justice Convention, Fall 2011.

Awards:

- SuperLawyers, 2016, 2017, 2018, 2019, 2020, and 2021

Jason S. Rathod



Jason S. Rathod is a founding partner of Migliaccio & Rathod LLP and an accomplished plaintiff-side class action lawyer, particularly in the areas of consumer protection, defective products, and data privacy. Mr. Rathod has been appointed to leadership teams in some of the most high-profile cases in the country. In *In Re: Philips Recalled CPAP, Bi-Level Pap, and Mechanical Ventilator Products Litigation*, he was among a small group of lawyers appointed to the Plaintiffs' Steering Committee and served as the co-chair of the Science and Experts Committee. The case resulted in class action settlements for economic loss (settlement approved) and medical monitoring (approval pending), as well as personal injury claims totaling approximately \$1.7 billion. He was also appointed to serve on a three-person experts committee in the *In Re: Kia Hyundai Vehicle Theft* MDL in which a classwide settlement valued at approximately \$200 million has been reached (final approval pending). Mr. Rathod has been quoted in the national press, including in *The Wall Street Journal* and *Washington Post*. In addition to his consumer protection work, Mr. Rathod also prosecutes wage theft, civil rights, and environmental protection cases.

Mr. Rathod has been recognized as a leader in his field beyond the courtroom. He is the author of several published works, including a law review article on aggregate litigation in poor countries. Another recent law review article that he co-authored, comparing public and private enforcement in the United State and Europe, was cited by the Consumer Financial Protection Bureau in its proposed rule prohibiting class action waivers in the fine print of consumer contracts.

Mr. Rathod graduated from Grinnell College in 2006 (B.A. with honors in Political Science and Religious Studies). After college, he traveled to Fiji, Mauritius, South Africa, Trinidad & Tobago, Guyana, and Suriname on a Watson Fellowship, studying the Indian Diaspora. He graduated law school from the Duke University School of Law in 2010, where he was an Articles Editor of the *Duke Law Journal*. In law school, he also worked for one of the largest labor unions in India - the Self-Employed Women's Association - in public interest litigation on behalf of street vendors seeking an injunction against the city of Ahmedabad for unlawful harassment and evictions.

Notable Cases Include:

- Representing consumers and patients in several data privacy class action settlements, including in *In re Wright & Filippis, LLC Data Security Breach Litigation*, Case No. 2:22-cv-12908-SFC-EAS (E.D. Mich.) (M&R settlement class counsel); *Limbaugh, et al. v. Norwood Clinic, Inc.*, No. 01-cv-2022900085 (Ala. Cir. Ct.) (M&R settlement class counsel); *McHenry v. Advent Health Partners, Inc.*, No. 3:22-cv-00287 (M.D. Tenn.) (M&R settlement class counsel); *Hoover et al. v. Camping World Group, LLC et al.*, Civil Action No. 2023LA000372 (Il. Cir. Ct.) (M&R settlement class counsel); *Carmack v. Snap-On, Inc.*, No. 2:22-cv-00695-WED (W.D. Wisc.) (M&R settlement class counsel); *Stark, et al. v. Acuity Brands, Inc.*, No. 23-EV-006179H (Ga. Fulton Co.) (M&R settlement class counsel); *Bickham v. Reprosorce Fertility Diagnostics, Inc.*, No.



1:21-CV-11879-GAO (D. Mass.) (final approval pending); *Williams v. Monarch*, No. 2023-CVS-105 (N.C. Bus. Ct.) (final approval pending).

- Representing consumers as a member of the court-appointed Plaintiff Steering Committee and serving as the co-chair of the Science and Experts Committee in multidistrict litigation concerning a Fortune 500 corporation's use of a dangerous foam in millions of medical devices, which resulted in settlements for consumers totaling approximately \$1.7 billion (final approval pending on medical monitoring component);
- Representing consumers as a member of the court-appointed Experts Committee in multidistrict litigation concerning the failure to install engine immobilizers in vehicles, resulting in grave risk of vehicle theft. Class settlement has been reached and valued at \$200 million (final approval pending);
- Representing consumer classes in insurance overcharge cases, including by drafting appellate briefs about the propriety of class certification. The Sixth Circuit Court of Appeals affirmed order for the classes 3-0, leading to several multi-million-dollar settlements;
- Representing consumer in consumer fraud trial for economic losses that resulted in verdict for the Plaintiff on all counts and a multimillion dollar punitive damages award (later reduced on remittitur, but still totaling in the hundreds of thousands of dollars and representing a 25:1 ratio of punitive to economic damages);
- Representing consumer class of laptop purchasers against multinational corporation in nationwide class action settlement valued at over \$16 million;
- Representing consumer class of vehicle purchasers and lessees in nationwide class action settlement, following allegations of engine defect;
- Representing consumer class of vehicle purchasers and lessees in nationwide class action settlement, alleging oil dilution defect;
- Representing consumer classes in two cases in D.C. Superior Court arising from the alleged unlawful repossession of vehicles, resulting in classwide settlements with significant pro rata payments and injunctive relief, including debt relief;
- Representing consumer class at trial in product defect class action;
- Representing worker class in wage theft assistant manager misclassification case against national restaurant chain that culminated in a \$16.5 million settlement;
- Representing worker class and collective against multinational startup company for independent contractor misclassification claims, resulting in \$8.75 million settlement;
- Representing worker class in wage theft rate miscalculation case against multinational fracking company, resulting in \$6 million settlement;
- Representing over 1,500 servers in multistate collective action, resulting in \$1.72 million settlement;
- Representing consumer class in defective laptop case against multinational computer manufacturer; and
- Representing consumer class in defective construction case against multinational home builder, drafting key briefs leading to class certification and maintenance of suit in court, rather than arbitration.
- Receiving appointments to leadership in recent major data breach, including in *Doherty, et al. v. Francesca's Acquisition, LLC*, No. 4:23-cv-03881 (S.D. Tex.); *In re Practice*



Resources, LLC Data Sec. Breach Litig., No. 22-CV-0890 (N.D.N.Y.); *Peterson, et al. v. Vivendi Ticketing US LLC*, No. 2:23-cv-7498 (C.D. Cal.); and in *In re Eskenazi Health Data Incident Litigation*, No. 49D01-2111-PL-038870 (Ind. Sup. Ct.)

Education:

- Duke University School of Law, J.D. 2010
- Grinnell College, B.A., 2006

Admissions:

- Illinois
- Washington, D.C.
- United States Court of Appeals for the District of Columbia Circuit
- United States Court of Appeals for the Second Circuit
- United States Court of Appeals for the Third Circuit
- United States Court of Appeals for the Fourth Circuit
- United States Court of Appeals for the Eighth Circuit
- United States District Court for the District of Columbia
- United States District Court for the District of Maryland
- United States District Court for the District of Nebraska
- United States District Court for the Northern District of Illinois
- United States District Court for the Western District of Pennsylvania
- United States District Court for the District of Colorado
- United States District Court for the Eastern District of Michigan
- United States District Court for the Western District of Michigan

Publications and Speaking Engagements:

- *Arbitration Tactics and Strategy* (July 2020) (CLE presentation), American Association for Justice (“AAJ”)
- *Fighting for Food Policy Progress Across Legal Arenas* (panelist), Food Systems Virtual Summit with CUNY Urban Food Policy Institute (April 2020)
- *Human Capital and Fragmentation* (Nov. 15, 2019) (panelist), ClassCrits Conference
- *Plaintiffs, Procedure & Power* (Nov. 3, 2018) (panelist), ClassCrits Conference
- *DNA Barcoding analysis of seafood accuracy in Washington, D.C. restaurants*, PeerJ (April 25, 2017) (co-authored)
- *The Arc and Architecture of Private Enforcement Regimes in the United States and Europe: A View Across the Atlantic*, 14 U.N.H. L. Rev. 303 (2016) (co-authored)
- *Trying the Class Action: Practical Tips from the Pros* (AAJ) (June 4, 2015) (panelist)
- *Emerging Markets, Vanishing Accountability: How Populations in Poor Countries Can Use Aggregate Litigation to Vindicate Their Rights*, 24 Transnat’l L. & Contemp. Probs. 69 (2014)



- *Note: Not Peace, But a Sword: Navy v. Egan and the Case Against Judicial Abdication in Foreign Affairs*, 59 Duke L.J. 595 (2009)

Awards

- SuperLawyers Rising Stars, 2017, 2018, 2019, 2020, 2021, 2022, and 2023
- SuperLawyers 2024

Randy Chen



Randy Chen is an experienced litigator who prosecutes cases across M&R's areas of practice, including wage theft, consumer protection, and data privacy. Prior to joining M&R, Randy served as the Assistant Chief of the D.C. Office of the Attorney General's Workers' Rights & Antifraud Section. At DCOAG, Randy played a founding role in starting up the office's wage theft enforcement practice—and during his tenure, successfully led the section to recover over \$20M for workers and the District through its enforcement work.

Randy is a graduate of Harvard Law School and Duke University. Before law school, Randy was a public school teacher in Prince George's County, MD.

Education:

- Harvard Law School | J.D., *cum laude* (2014)
- Duke University | B.S., *cum laude* (2008)

Admissions:

- New York State Bar
- District of Columbia Bar

Saran Q. Edwards



Saran Q. Edwards primarily focuses on data privacy cases at M&R, but she also assists in other practice areas. Joining the firm in January 2024, Mrs. Edwards brings with her a diverse legal background and over a decade of civil litigation experience.

Mrs. Edwards graduated *magna cum laude* with a B.A. in Psychology from Temple University in 2005. She went on to earn her juris doctorate from The University of Arizona, James E. Rogers College of Law in 2011. During her time in law school, she honed her legal skills serving as a judicial extern for the Hon. Raner C. Collins in the U.S District Court, District of Arizona, and as a student attorney with the City of Tucson's Prosecutor's Office.

Prior to joining M&R, Mrs. Edwards focused on parent-side special education matters in New Jersey, advocating for children with disabilities in public schools. Additionally, she participated in a pending class action lawsuit against the New Jersey Department of Education, pertaining to alleged violations of the Individuals with Disabilities in Education Act ("IDEA"). Mrs. Edwards also litigated open public records act ("OPRA") cases, and prosecuted discrimination claims in federal and state courts.

Mrs. Edwards began her legal career in Texas, where she concentrated on civil rights litigation, including wrongful death and conditions of confinement cases (regarding pre-trial detainees). It is here where she recognized the importance of ensuring equal access to the civil justice system and dedicated her professional career to advocating for plaintiffs across various facets of the law.

Fancying herself an amateur writer, Mrs. Edwards has also written various blog posts, published several practice points for the America Bar Association, and drafted white papers and presentations for COPAA (Council of Parent Attorneys and Advocates) conferences.

Education:

- University of Arizona, James E. Rogers College of Law, J.D. 2011
- Temple University, B.A. 2005

Admissions:

- New Jersey

Bryan Faubus



Bryan Faubus is Senior Counsel at the firm and litigates cases across the firm's areas of practice including in consumer protection, data breach, and wage theft class actions.

Mr. Faubus received a B.A. in Urban Studies, with Honors, from the University of Texas at Austin in 2005, and a J.D., *cum laude*, from Duke University School of Law, where he was the Online Editor of the Duke Law Journal. Mr. Faubus authored *Narrowing the Bankruptcy Safe Harbor for Derivatives to Combat Systemic Risk*, 59 DUKE L.J. 801 (2010). Prior to joining Migliaccio & Rathod LLP, he practiced commercial litigation and real estate law at two large, international law firms and securities, antitrust, and consumer protection law at a California-based plaintiff's law firm.

Education:

- Duke University School of Law, J.D. 2010
- University of Texas – Austin, B.A. 2005

Admissions:

- New York

Eugenie Montague



Eugenie Montague is Of Counsel to the firm and litigates cases across the firm's areas of practice including in consumer protection, data breach, and wage theft class actions.

Education:

- Duke University School of Law, J.D. 2009
- UC Irvine, Master of Fine Arts, Fiction, 2010
- Colby College, B.A.

Admissions:

- California

Bruno Ortega-Toledo



Bruno Ortega-Toledo began as a paralegal with the firm, handling the day-to-day operations of the office, including talking to clients, drafting motions, and performing legal research. Mr. Ortega is now an attorney pending admission involved in all of the firm's practice areas, from wage & hour cases, consumer protection litigation, to data breach matters. He now contributes to the firm's motions practice by researching legal issues and drafting briefs.

Mr. Ortega-Toledo graduated magna cum laude from George Mason University in 2016 (B.A. with honors in Global Affairs with a Concentration in Global Governance). He graduated law school in 2023 from Antonin Scalia Law School's part-time evening program, where he was a Notes Editor of the National Security Law Journal.

Mr. Ortega's first experience in the legal field was as a Legal Assistant with Hogar Immigrant Services, a Virginia non-profit that offers ESOL classes, citizenship assistance, and immigration legal assistance to the local community. Providing paralegal services at Hogar's monthly citizenship workshops put Mr. Ortega in touch with the aspirations and struggles of the local Hispanic community and motivated him to further involve himself in the study of law.

Education:

- George Mason University, Antonin Scalia Law School, J.D. 2023
- George Mason University, B.A. 2016
- Northern Virginia Community College, A.A. 2014

Awards:

- Global Politics Fellow: Outstanding Fellow Award, GMU 2015
- Peter N. Stearns Award for Global Citizenship, GMU 2016

Admissions:

- District of Columbia

Mark Patronella



Mark Patronella is an Associate at the firm and litigates class actions across the firm's practice areas. He takes particular pride in helping consumers obtain fair compensation for predatory behavior on the part of large corporations.

Mr. Patronella has been recognized for his considerable commitment to pro bono practice. He dedicated well over one thousand hours to representing asylum-seekers, tenants facing eviction, and environmental initiatives.

Mr. Patronella graduated magna cum laude from Drew University in 2015 (B.A. with honors in Economics). He graduated law school from Duke University School of Law in 2018, where he was a Staff Editor of the Duke Environmental Law and Policy Forum and served as a teaching assistant for an environmental law course. Throughout law school, he provided legal services for a number of local and national environmental organizations.

Education:

- Duke University School of Law, J.D., 2018
- Drew University, B.A., 2015

Admissions:

- New Jersey
- Washington D.C.
- United States District Court for the Southern District of Texas
- United States District Court for the Eastern District of Texas
- United States District Court for the Eastern District of Michigan



Matthew Smith

Matthew (“Matt”) Smith is Senior Counsel at the firm and litigates in the firm’s consumer protection and civil rights practice areas. He joined M&R after practicing with nationally recognized plaintiffs’ firms based in Washington D.C. and the San Francisco Bay Area. Previous successes include an \$18 million trial judgment on behalf of a class of retired steelworkers, as well as contributions to antitrust, civil rights, and employee benefits cases that have resulted in substantial settlements and judgments in favor of the class. After graduating *magna cum laude* from Duke Law School where he was inducted into the honor’s society, he clerked for the Hon. Rosemary Barkett on the United States Court of Appeals for the Eleventh Circuit.

Education:

- Duke University School of Law, J.D., *magna cum laude*, Order of the Coif, 2011
 - LLM, International and Comparative Law
 - Notes Editor, Duke Law Journal
- UC Santa Cruz, MA, History of Consciousness
- Columbia University, BA, *cum laude*

Admissions:

- New York
- California



Zachary O. Chambers

Zachary O. Chambers is an attorney at the firm and litigates cases across the firm's areas of practice including in consumer protection, data breach, and wage theft class actions.

Education:

- Indiana University, Robert H. McKinney School of Law, J.D. 2023
- Indiana University, Kelley School of Business, B.S. 2019

Admissions:

- Indiana

EXHIBIT 3

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Co-Lead Counsel for Plaintiffs and the Proposed Class

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION**

**MICHELLE SALINAS, RAYMEL
WASHINGTON, and AMANDA
GORDON**, individually and on behalf of all
others similarly situated,

Plaintiffs,

v.

**BLOCK, INC. and CASH APP
INVESTING, LLC,**

Defendants.

Hon. Magistrate Judge Sallie Kim

Case No.: 3:22-cv-04823

**DECLARATION OF WILLIAM B.
FEDERMAN IN SUPPORT OF MOTION
FOR AWARD OF ATTORNEYS' FEES AND
COSTS, AND SERVICE AWARDS**

1 I, **William B. Federman**, being duly sworn, hereby declare under the penalty of perjury
2 as follows:

3 1. I am a founding member of the law firm of Federman & Sherwood, and am Co-
4 Lead Counsel for Plaintiffs Michelle Salinas, Raymel Washington and Amanda Gordon in the
5 above matter with Nicholas A. Migliaccio of Migliaccio & Rathod, LLP and Gary S. Graifman
6 and Melissa R. Emert of Kantrowitz, Goldhamer, & Graifman, P.C. I am familiar with the facts
7 contained herein based upon my personal knowledge and the books and records kept in the
8 ordinary course of Federman & Sherwood's business.

9 2. I submit this declaration in support of Class Counsel's application for an award of
10 attorneys' fees in the above-captioned action (the "Action"), as well as for reimbursement of
11 necessary expenses incurred in connection with the Action.

12 I. PROCEDURAL BACKGROUND

13 3. On August 23, 2022, Plaintiffs Salinas and Washington filed a Class Action
14 Complaint asserting claims against both Block and CAI "for their failure to exercise reasonable
15 care . . . in connection with [the Data Breach]." Case No. 22-cv-04823, ECF No. 1, ¶ 1. Plaintiffs
16 Salinas and Washington allege that their Private Information was compromised in the Data
17 Breach, *id.* at ¶ 5, that Defendants failed to implement reasonable measures to safeguard their
18 Private Information, *id.* ¶¶ 32, 48, that Defendants made misrepresentations regarding the steps
19 they took to protect their Private Information, *id.* ¶¶ 33–35, and that Plaintiffs and the Class have
20 been injured as a result. *See e.g. id.* ¶¶ 12–13, 16–17. Plaintiffs Salinas and Washington asserted
21 eleven (11) claims for relief and sought to represent a nationwide class of individuals "whose
22 Private Information was compromised because of the Data Breach," as well as Illinois, California,
23 and Texas subclasses. *Id.* ¶ 94.

24 4. On November 2, 2022, Plaintiff Gordon filed a separate class action complaint
25 addressing the same Data Breach noted above but also alleged claims against both Block and CAI
26 based on alleged security vulnerabilities affecting the Cash App mobile application itself. Case
27 No. 22-cv-06787, ECF No. 1, ¶ 4. Plaintiff Gordon alleged that her Private Information was
28 compromised as a result. *Id.* ¶¶ 14, 16, 18. Like Plaintiffs Salinas and Washington, Plaintiff Gordon

1 asserted that Defendants failed to implement reasonable measures to safeguard her Private
2 Information, *id.* ¶¶ 4, 40–54, that Defendants made misrepresentations regarding the steps they
3 took to protect her Private Information, *id.* ¶¶ 8, 27–28, 124–26, and that she had been damaged
4 as a result, *id.* ¶¶ 14–15, 65. She sought to represent a nationwide class of “current or former
5 customers . . . who have had their [Private Information] compromised as a result of Defendants’
6 negligent security . . .”. *Id.* ¶ 70.

7 5. Initially, Plaintiff Gordon opposed consolidation, however she withdrew her
8 opposition following extensive conversations and exchanges of information among the Parties.
9 These discussions led to a determination that the *Salinas* Action and the *Gordon* Action stem from
10 Defendants’ pattern and practice of failing to adequately safeguard customer information and
11 funds. As a result, Plaintiffs Gordon, Salinas, and Washington, along with their counsel, filed a
12 Motion for Consolidation of their cases on December 21, 2023, and appointment of interim lead
13 class counsel. The operative Consolidated Complaint was filed on February 9, 2024.

14 6. Rather than engage in extensive protracted litigation, the Parties decided to explore
15 the possibility of early resolution. The Parties engaged in arms-length negotiations over the course
16 of many months, including three (3) full-day mediation sessions on April 4, 2023, October 18,
17 2023, and November 15, 2023, with highly respected mediator Robert A. Meyer, Esq. of JAMS.

18 7. Prior to and during the mediation process, Plaintiffs’ Counsel and Defendants’
19 Counsel, directly and through the mediator, conducted a thorough examination and investigation
20 of the facts and law relating to the matters in the Litigation and addressed issues such as, the
21 potential impact of an arbitration clause in Defendant’s terms of use, damages, traceability, and
22 the difficulty of obtaining and maintaining class certification. Prior to each mediation session, the
23 Parties prepared comprehensive mediation briefs, exchanged information and legal arguments,
24 and commenced mediation with Mr. Meyers fully prepared for each mediation session. Although
25 progress was made at the initial mediation sessions, the case did not settle, and the Parties
26 continued negotiations directly and through the mediator while continuing to present arguments
27 to each other. The Parties reported the status of their negotiations to the Court on multiple
28

1 occasions, and the Court granted their request to stay the case to allow those negotiations to
2 continue.

3 8. After hard-fought negotiations over the span of months, the Parties finally reached
4 an agreement on the principal terms of the Settlement and began negotiating a Settlement
5 Agreement and the accompanying notice documents and obtaining bids from potential claims
6 administrators.

7 9. During these negotiations, the Parties collaborated on the logistics and substance
8 of the notice plan. Class Counsel spent numerous hours negotiating multiple rounds of bids from
9 well-established, experienced, and highly regarded class action administration firms. As a result,
10 Class Counsel maximized the amount that would be available for payment of claims, by
11 minimizing notice and administration costs, while ensuring that the notice and administration plan
12 complied with all rules, guidelines, and due process requirements.

13 10. Many drafts of the Settlement Agreement and notice documents were exchanged
14 during negotiations among counsel and their clients, ultimately resulting in the Settlement
15 presented to the Court.

16 11. On March 3, 2024, Class Counsel moved for preliminary approval of the
17 Settlement. After conducting a hearing, the Court granted that motion on June 3, 2024.

18 **II. THE SETTLEMENT**

19 12. This litigation has spanned approximately two (2) years. The Settlement is an
20 outstanding result for Plaintiffs and the Settlement Class. Defendants will establish a
21 \$15,000,000.00 non-reversionary Settlement Fund to pay for settlement distributions, notice and
22 administration costs, and any court-approved service awards and attorney's fees and
23 reimbursement of costs. Considering the expansive remedial measures Defendants have agreed to
24 implement, the total value of the Settlement is over \$20,000,000.00.

25 13. Pursuant to the Settlement Agreement, Settlement Class Members are eligible to
26 submit claims for (i) Out-of-Pocket Losses up to \$2,500.00; (ii) reimbursement for Lost Time at
27 a rate of \$25.00 per hour for up to three (3) hours; and (iii) transaction losses stemming from an
28 unauthorized account event. This is in addition to the meaningful remedial measures that Cash

1 App has agreed to implement that add significant value to the Settlement.

2 14. Of the various forms of relief available in national consumer protection class
3 actions (injunctive, declaratory, coupons, gift cards, cash compensation, etc.), the relief obtained
4 by Class Counsel in this case is the most preferable form: cash compensation plus mitigative relief.

5 15. The result achieved in this Settlement is notable because the Parties were able,
6 through capable and experienced counsel, to negotiate a Settlement only after hard-fought
7 negotiations spanning months and multiple mediation sessions. The negotiations took place only
8 after Class Counsel obtained significant documents and information in informal discovery from
9 Defendant regarding the claims asserted. This, combined with my experience and insight from
10 litigating other data breach and complex class actions, allowed me to evaluate the claims and reach
11 a beneficial compromise. Class Counsel were well-informed of the strengths and weaknesses of
12 the cases before negotiating the Settlement.

13 16. My years of experience representing individuals in complex class actions—
14 including data breach class actions—contributed to an awareness of Plaintiffs’ and the Class’s
15 settlement leverage, as well as their needs and risks, including the risk that the Court may enforce
16 an arbitration clause against Plaintiffs. Although I believe Plaintiffs would ultimately prevail in
17 the litigation on a class-wide basis, data breach class actions are still new and present novel and
18 complex issues, making a successful outcome difficult to predict. Also, a successful outcome
19 would ensue, if at all, only after a prolonged and costly discovery and trial with an attendant risk
20 of drawn-out appeals. Courts have certified very few classes in this area. Moreover, Plaintiffs’
21 theories of damages in data beach cases remain untested at trial and on appeal.

22 17. The Settlement is also notable for the simplicity of the claims process. Class
23 Members need only complete a simple claim form to receive benefits under the Settlement.

24 18. Among national consumer protection class action litigation, data breach cases are
25 some of the most complex and involve a rapidly evolving area of law. As such, these cases are
26 particularly risky for plaintiffs’ attorneys. Accordingly, the value of the services received by the
27 Plaintiffs and the Settlement Class in this case is commensurate with the attorneys’ fees, costs and
28 expenses, and service awards sought here.

- i. meeting with and conferring with the Multi-State Attorney General Task Force;
- j. compiling and supplying information requested by the Attorney General Task Force;
- k. preparing a request for proposal from multiple potential claims administration firms and thereafter going through multiple rounds of bids to ensure Plaintiffs and the Class received the best claims administration and notice plan at a very competitive price;
- l. interviewing, retaining, and conferring with a cyber security expert, Mary Frantz;
- m. vetting and obtaining multiple rounds of bids from the various claims administration firms to ensure the best and most cost-effective notice was given to Class Members;
- n. working with the claims administrator to develop and then implement the Notice program and claims documents;
- o. preparing, finalizing and filing the Preliminary Approval documents and negotiating an extremely favorable Settlement for the Class; and
- p. responding to dozens of Class Member emails and phone calls regarding questions about the Settlement.

22. Federman & Sherwood's contemporaneous records of its work on this case reflect that attorneys and support staff worked a combined **504 hours** through August 8, 2024, on this litigation, which, when multiplied by the firm's current hourly rates, amounts to **\$434,970.00** in lodestar. See **Exhibit 1 (Lodestar of Federman & Sherwood)**.

23. These hours do not include time Federman & Sherwood spent after August 8, 2024, and will spend on continuing services to the Class, including drafting and filing the final approval motion, attending the final settlement hearing, responding to Class Members' inquiries, supervising the claims administration process, and overseeing the distribution of payments to Class Members. Based on Federman & Sherwood's experience in other data breach settlements, Federman & Sherwood estimates it will spend many additional hours addressing issues that may arise after final approval, including interfacing with the with claims administrator, class members

1 and defense counsel.

2 24. These hours also do not include time that Federman & Sherwood eliminated as
3 duplicative or administrative after a careful review of its records.

4 25. Federman & Sherwood's current hourly rates are appropriate considering the
5 prevailing rates for similar legal services provided by lawyers of reasonably comparable skill,
6 experience, and reputation. Many other courts have found Federman & Sherwood's current rates
7 to be reasonable in the settlement context.

8 26. Federman & Sherwood kept contemporaneous records and provided detailed
9 itemizations of their time, lodestar and expenses. The hours, lodestar and expense information are
10 included on Exhibit 1.

11 27. Federman & Sherwood undertook this litigation on a purely contingent basis, with
12 no assurance of recovery of expenses or attorneys' fees. The nature of contingency fees is that
13 they are inherently uncertain and require counsel to assume more risk than in cases where
14 compensation is based on billable hours.

15 28. The Fee Motion comports with the terms of the Settlement Agreement. The
16 Settlement Agreement reflects Class Counsel would apply for and Defendants would not object
17 to a fee request for an amount not to exceed 25% of the total value of the Settlement (or
18 \$5,000,000.00). This provision was negotiated only after all the other settlement terms had been
19 finalized.

20 29. Federman & Sherwood has also incurred a total of **\$25,286.88** in unreimbursed
21 expenses for this litigation, including costs associated with research, filing fees, travel, and
22 mediations. These costs also reflect typical expenses of the type ordinarily passed on to fee-paying
23 clients in a general legal practice and are also typically recoverable in a specialized complex class
24 action practice as they are necessary and reasonable to prosecuting a class action. The total of the
25 expenses for which Federman & Sherwood seeks reimbursement, and which Defendants have
26 agreed to pay, was calculated from receipts, expense vouchers, check records and other documents
27 maintained by Federman & Sherwood in the ordinary course of business. See **Exhibit 2**
28 **(Federman & Sherwood's Itemized Expenses)**.

1 30. Given that data breach cases pose unique challenges because this area of law is not
2 yet settled, these cases are often uncertain and hard to predict and may be considered as a less than
3 desirable undertaking, even for seasoned class action attorneys. Federman & Sherwood invested
4 substantial time, effort, and resources into the litigation of this risky and uncertain case with no
5 guarantee or promise of return on its investment. The pursuit of this litigation was an economic
6 risk for Federman & Sherwood and diverted their resources from other cases, some of which were
7 less risky.

8 31. This matter has required Federman & Sherwood to spend time on this litigation
9 that could have been spent on other matters. At various times during the litigation of this class
10 action, this lawsuit has consumed significant amounts of my time and my firms' time. Such time
11 could otherwise have been spent on other fee-generating work. Because Federman & Sherwood
12 undertook representation of this matter on a contingency-fee basis, Federman & Sherwood
13 shouldered the risk of expending substantial costs and time in litigating the action without any
14 monetary gain in the event of an adverse judgment.

15 32. If not devoted to litigating this action, from which any remuneration is wholly
16 contingent on a successful outcome, the time Federman & Sherwood spent working on this case
17 could and would have been spent pursuing other potentially fee generating matters.

18 33. Litigation is inherently unpredictable and therefore risky. Here, that risk was very
19 real, due to the rapidly evolving nature of case law pertaining to data breach litigation, and the
20 state of data privacy law. Therefore, despite Federman & Sherwood's devotion to the case and its
21 confidence in the claims alleged against Defendants, there have been many factors beyond our
22 control that posed significant risks.

23 34. An award of the requested fees, costs and expenses is justified under the
24 circumstances of this case, considering the risk, work performed, and the results achieved. The
25 Settlement makes available an immediate cash payment to Settlement Class Members and
26 provides for necessary and mitigative identity-theft protection services to protect Class Members'
27 PII and PHI.

28 35. Federman & Sherwood is very experienced in class action litigation, particularly

1 complex litigation and data breach litigation. **See Exhibit 3 (Firm Resume).** Federman &
2 Sherwood has successfully litigated dozens of data breach cases in this country to date. *Id.*

3 36. Based on my over 42 years of practice litigating class actions and other complex
4 actions, I endorse the Settlement and believe it benefits and provides substantial relief to the
5 Settlement Class Members.

6 37. Based on my years of practice litigating complex class actions, I believe that the
7 requested attorneys' fees, costs and expenses sought here are reasonable.

8 **IV. SERVICE AWARDS**

9 38. Pursuant to the Settlement Agreement, Plaintiffs will each be awarded, subject to
10 Court approval, \$2,500.00 for their services as Class Representatives (a total of \$7,500.00).

11 39. Plaintiffs here have been instrumental in assisting Class Counsel throughout the
12 litigation. Their involvement was not merely nominal. Plaintiffs initiated and remained in contact
13 with Class Counsel; reviewed various pleadings in this case, including the settlement papers;
14 monitored and periodically visited with Class Counsel; provided documents to Class Counsel; and
15 have been actively involved in the prosecution of the case, to ensure that Class Members received
16 the best recovery possible given the circumstances and risks of this case. Accordingly, I support
17 the Court's approval of service awards to Plaintiffs for their investment of time and energy in this
18 class action.

19 I declare under the penalty of perjury of the laws of the United States that the foregoing is
20 true and correct. Class Counsel will allocate the fees, if awarded by the Court, among themselves.

21 Date: August 15, 2024

Respectfully Submitted,

22 **FEDERMAN & SHERWOOD**

23 /s/: William B. Federman

24 William B. Federman (*pro hac vice*)

25 Email: wbf@federmanlaw.com

26 10205 N. Pennsylvania Ave.

Oklahoma City, Oklahoma 73120

27 Telephone: (405) 235-1560

CERTIFICATE OF SERVICE

I hereby certify that on August 15, 2024, I caused the foregoing to be filed electronically using the Court's electronic case filing (ECF) system, which will automatically send a notice of electronic filing to the email addresses of all counsel of record.

/s/: William B. Federman

EXHIBIT 1

SALINAS, ET AL. V. BLOCK, INC and CASH APP INVESTING, LLC,

Case No. 3:22-cv-04823

TIME & LODESTAR CHART (By Category)

FEDERMAN & SHERWOOD

PERIOD: Inception to August 8, 2024

[illegible]

EXHIBIT 2

SALINAS, ET AL. V. BLOCK, INC. and CASH APP INVESTING, LLC

Case No. 3:22-cv-04823

EXPENSE CHART (By Category)

FEDERMAN & SHERWOOD

PERIOD: Inception to August 15, 2024

Expense	Amount
Airfare	\$3,919.50
Conference Call	\$12.57
Copies	\$230.25
Expert Fees	\$4,788.40
FedEx	\$30.83
Filing Fees	\$317.00
Hotel	\$406.94
Meals	\$443.63
Mediation	\$8,148.00
Pacer	\$120.86
Parking	\$35.00
Postage	\$16.78
Taxi	\$278.91
Westlaw	\$6,538.21
TOTAL:	\$25,286.88

EXHIBIT 3

FEDERMAN & SHERWOOD

(An Association of Attorneys and Professional Corporations)

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FIRM RESUME

WILLIAM B. FEDERMAN. Education: Boston University (B.A., cum laude, 1979); University of Tulsa (J.D., 1982); Phi Alpha Delta (Treasurer, 1980-1982). Admitted to practice: United States District Courts for the following Districts: Western, Northern and Eastern, Oklahoma; Eastern, Northern, Southern, and Western, New York; Southern, Northern, Eastern and Western, Texas; Eastern and Western, Arkansas; District of Columbia; District of Colorado; Central and Northern Districts of Illinois; Northern District of Ohio; District of Nebraska; Eastern and Western Districts of Michigan; Eastern District of Wisconsin; United States Court of Appeals for the following Circuits: First, Second, Third, Fourth, Fifth, Sixth, Seventh, Eighth, Ninth, Tenth and Eleventh and Federal; and United States Supreme Court. Lectures/Publications: "Class Actions, New Rules and Data Breach Cases," 40th Annual OCBA Winter Seminar 2019; "A Case Study of Ethical Issues in Complex Litigation and Trends in Class Certification," 39th Annual OCBA Winter Seminar, 2018; "Talkin' About Insurance Coverage and Complex Litigation: What Every Lawyer and Client Should Know," 38th Annual OCBA Winter Seminar, 2017; "Securities Litigation: Using Data to Make the Case," by Bloomberg BNA, 2016; "The Changing Landscape for Prosecution of Financial Claims Involving Insolvent Companies" 37th Annual OCBA Winter Seminar, 2016; "Current Status of Securities Class Actions: Where are the Courts Taking Us?" Houston Bar Association, 2014. "Class & Derivative Actions and Securities Litigation," 2013 Annual Meeting of the American Bar Association; "Litigation and Employment Law Update," Securities Industry Association Compliance and Legal Division; "Inside a Disclosure Crisis", 30th Annual Northwest Securities Institute Annual Meeting and sponsored by the Washington Bar Association; "Managing Directors' Liability," 3rd Annual Energy Industry Directors Conference and sponsored by Rice University; "Executive Liability - 2009 D & O Market Trends," Chartis Insurance; "Derivative Actions and Protecting the Corporation – Critical Issues in Today's Banking," Oklahoma Bar Association and the Oklahoma Bankers Association; "Arbitration - What Is It? Why Should a Lawyer Suggest or Use It?," Oklahoma Bar Association; "The Attorney and Accountant as Targets in Failed Financial Institution Litigation," American Bar Association Trial Practice Committee; "Effective Arbitration in the 1990's - Adapting to Build a Successful Practice," Oklahoma County Bar Association; "Current Issues in Direct Investments and Limited Partnerships: The Litigation Scene From All Perspectives," American Bar Association Litigation Section; "Stockbroker Litigation and Arbitration," Securities Arbitration Institute. Author: "Who's Minding the Store: The Corporate Attorney-Client Privilege," 52 O.B.J. 1244, 1981; "Potential Liability From Indirect Remuneration in Private Oil and Gas Offerings," 11 Sec. Reg. L.J. 135, 1983; "Capitalism and Reality Meet in the Courts. . . Finally," 59 O.B.J. 3537, 1987; "Class Actions, New Rules & Data Breach Cases," Annual OCBA Winter Seminar, 2019. Membership: Arbitration Panel, New York Stock Exchange; Federal Bar Association; Oklahoma County Bar Association (Committee on Professionalism, 1987-1990); Oklahoma Bar Association (Civil Procedure/Evidence Code, Lawyers Helping Lawyers Assistance Program and Rules of Professional Conduct Committees, 2017-2020); American Bar Association (Committee on Securities Litigation and Corporate Counsel); American Inns of Court (Barrister 1990-1993 and Master 2002-2004); inducted into the Outstanding Lawyers of America, 2003; received the Martindale-Hubbell peer review rating of AV Preeminent in both ethical standards and legal ability; recognized as one of the "Top Lawyers of 2013" for excellence and achievements in the legal community; Litigation Counsel of America (Trial Lawyer & Appellate Lawyer Honorary Society). Awards/Honors: Securities Litigation and Arbitration Law Firm of the Year in Oklahoma – 2018 (Global Law Experts Annual Awards); Securities Litigation and Arbitration Law Firm of the Year in Oklahoma – 2019, 2020 (Corporate INTL Magazine); Oklahoma Super Lawyers list by Thomson Reuters – 2019;

FEDERMAN & SHERWOOD
Page 2

Recognized for Exceptional Service and Outstanding Performance on behalf of the Federal Bar Association (Oklahoma City Chapter) Pro Bono Program – 2018-2019, 2020, Oklahoma Super Lawyer for 2022.

STUART W. EMMONS. (In Memoriam) Education: University of Oklahoma (J.D., 1987, with distinction); University of Oklahoma (B.B.A., Accounting, 1984, with distinction). Admitted to practice: 1987, Oklahoma; 1987, U.S. District Court for the Western District of Oklahoma; 1990, U.S. District Court for the Northern District of Oklahoma; 1992, U.S. Court of Appeals, Tenth Circuit; 1994, U.S. Court of Appeals, Eighth Circuit; U.S. Patent and Trademark Office; 2002, U.S. District Court for the District of Colorado; U.S. District Court for the Southern District of Texas; 2003, U.S. Court of Appeals, Second Circuit; 2004, U.S. District Court for the Northern District of Texas; U.S. Court of Appeals, Fifth Circuit; 2005, United States Supreme Court; 2005 U.S. Court of Appeals, Fourth Circuit; 2015, U.S. Court of Appeals, First Circuit; 2016, U.S. Court of Appeals, Ninth Circuit and U.S. Court of Appeals for the First Circuit. 1988-1989, Law Clerk to the Hon. Layn R. Phillips, U.S. District Court for the Western District of Oklahoma. Published Decisions: *American Fidelity Assurance Company v. The Bank of New York Mellon*, 810 F.3d 1234 (10th Cir. 2016); *Paul Spitzberg v. Houston American Energy Corporation, et al.*, 758 F.3d 676 (5th Cir. 2014); *Patipan Nakkhumpun v. Daniel J. Taylor, et al.*, 782 F.3d 1142 (10th Cir. 2015); Membership: Oklahoma County and Oklahoma Bar Associations.

SARA E. COLLIER. Education: Oklahoma Christian University (B.S. 2000); Oklahoma City University School of Law (J.D., 2004). Admitted to practice: Oklahoma; 2005, U.S. District Courts for the Western, Eastern and Northern Districts of Oklahoma; 2007, U.S. District Court for the Southern District of Texas; and 2007, United States Court of Appeals for Veterans Claims in Washington, DC. Membership: Oklahoma Bar Association, American Bar Association.

KENNEDY M. BRIAN. Education: University of Central Oklahoma (B.M. in Musical Theater, 2018, cum laude; Minor in Real Estate Finance), University of Oklahoma (J.D., 2021) (Dean's Honor Roll; Academic Achievement Award, Trial Techniques; American Indian Law Review). Admitted to practice: Oklahoma 2021; U.S. District Court for the Eastern District of Oklahoma, 2022; U.S. District Court for the Western District of Oklahoma, 2022; U.S. District Court for the Northern District of Oklahoma, 2023. Membership: Oklahoma Bar Association, Federal Bar Association, Junior League of Oklahoma City, and Oklahoma County Bar Association. Prior to joining Federman & Sherwood, Ms. Brian was actively involved in litigation on various estate planning, probate, and trust matters.

JESSICA A. WILKES. Education: Baylor University School of Law (J.D. 2021, with honors; Dean's Academic Excellence Full-Tuition Scholarship; Baylor Law Review, Technical Editor & Alumni Relations Coordinator; Research Assistant for Dean and Professors; Baylor Barrister Society). Admitted to practice: Oklahoma 2021, Membership: Oklahoma Bar Association; Oklahoma Bar Association, Women in Law; Friends of Trivera; Junior League of Oklahoma City. Prior to joining Federman & Sherwood, Ms. Wilkes actively practiced in litigation for the Oklahoma Attorney General's Office.

TANNER R. HILTON. Education: Texas A&M University (B.S. in Political Science, 2019); Oklahoma City University School of Law (J.D., 2022, Dean's List Spring of 2021; Order of the Barristers; Native American Law Student Association Moot Court Team, 2020-2022; CALI Award for Secured Transactions (2021). Mr. Hilton graduated from Oklahoma City University School of Law in May of 2022. Admitted to practice: Oklahoma 2023; U.S. District Court for Eastern District of Oklahoma, 2024; U.S. District Court for the Eastern District of Texas, 2024. Membership: Oklahoma Bar Association, Federal Bar Association and Order of the Barristers.

ALEX J. EPHRAIM. Education: University of Colorado – Denver (B.A. Political Science – Public Policy Analysis, 2018, summa cum laude, honor society, dean's list); University of Missouri – Kansas City School

FEDERMAN & SHERWOOD
Page 3

of Law (second century scholarship recipient, mock trial team, dean's list). Admitted to practice: Oklahoma 2021, U.S. District Court for the Eastern District of Oklahoma, U.S. District Court for the Western District of Oklahoma. Membership: Oklahoma Bar Association, Oklahoma County Bar Association. Prior to joining Federman & Sherwood, Mr. Ephraim actively practiced general civil litigation.

JONATHAN J. HERRERA. Education: University of Oklahoma College of Law (J.D., 2018, with Honors) (Dean's Honor Roll; Order of the Solicitors; Hispanic National Bar Association President; 3L Service Award; Moot Court Competition Team Captain; Top Speaker Award). Admitted to practice: Oklahoma 2018. Membership: Oklahoma Bar Association, Oklahoma County Bar Association, Hispanic National Bar Association, OBA Law School Committee, OBA Awards Committee.

OF COUNSEL:

JOHN CHARLES SHERWOOD. Education: Texas Christian University, (BBA, magna cum laude, 1981); Baylor School of Law (J.D., 1984). Areas of Practice: Litigation. Board Certified: Civil Trial Law, Personal Injury Trial Law, Texas Board of Legal Specialization. Organizations: Texas Trial Lawyers, Association of Trial Lawyers of America, Dallas Trial Lawyers Association, Dallas Bar Association, Former Chairperson of the Solo and Small Firm Section of the Dallas Bar Association (1999), Member of the College of the State Bar of Texas and founding President of Citizens For a Fair Judiciary (Political Action Committee). Licenses and Courts of Practice: Member of the State Bar of Texas, National Board of Trial Advocacy, Licensed as a Certified Public Accountant by the Texas State Board of Public Accountancy, admitted to practice before the United States Tax Court, United States District Court, Northern District of Texas, United States Fifth Circuit Court of Appeals, and the United States Supreme Court. Papers Presented: *Other People's Money*, Presented to the Dallas Bar Association, Solo and Small Firm Section; Recognition: "Top Attorneys in Texas, Business Litigation," (2012).

JOSHUA D. WELLS. Education: Oklahoma Baptist University (B.A. 2004); Oklahoma City University College of Law (J.D. 2008) (Dean's List, Faculty Honor Roll, OCU American Trial Lawyers Association Moot Court Team, 2008; Staff Member, Law Review, 2006-07; Executive Editor, Law Review, 2007-08). Admitted to practice: Oklahoma, 2008; U. S. District Court for the Western District of Oklahoma; 2009, U.S. District Court for the Eastern District of Oklahoma; 2011, U.S. District Court for the Northern District of Oklahoma; 2012, U.S. Court of Appeals for the Tenth Circuit; 2016, U.S. Court of Appeals, Fourth Circuit. Membership: Oklahoma Bar Association; Federal Bar Association; American Bar Association. Publication: *Stuck in the Mire: The Incomprehensible Labor Law*, 34 Okla. City U.L. Rev. 131 (2009). Experience: Research Assistant to J. William Conger, General Counsel and Distinguished Lecturer of Law, Oklahoma City University and President of the Oklahoma Bar Association (2007-08). General Counsel for Reaching Souls International (2013-2016). Mr. Wells has significant experience in complex and class action litigation in various state and federal courts, with more than a decade of experience protecting consumer and shareholder rights. Mr. Wells knows how to efficiently prosecute complex cases to conclusion and practices in areas of estate planning, probate, and guardianships for both children and adults. He is the recipient of the Federal Bar Association Pro Bono Exceptional Service Award (2019) and is a leader in his church.

PARALEGALS:

SHARON J. KING. Ms. King has worked in the legal community for over twenty years, after having worked in the securities and insurance industry for over fifteen years. She primarily works on insurance and civil litigation.

JANE E. ADAMS. Mrs. Adams has over 25 years of Administrative and Finance experience focusing her career on Human Resources. Additionally, she has first-hand experience with FEMA response as well as government contractual administration.

TIFFANY R. PEINTNER. Mrs. Peintner has worked in the legal community for over fifteen years. Before joining Federman & Sherwood, Mrs. Peintner worked in patent law, oil and gas, probate, banking and real estate, family law, personal injury and insurance defense. She works in securities and civil litigation for the firm.

FRANDELIND V. TRAYLOR. Mrs. Traylor has worked in the legal community for over fifteen years. She provides class action, securities and derivative litigation, and product liability support for the firm.

LACRISTA A. BAGLEY. Ms. Bagley has worked in the legal community for over twenty years. Before joining Federman & Sherwood, Ms. Bagley worked primarily in bankruptcy law that focused on Chapter 11's and corporate liquidations. She has previous experience with estate planning, family law, civil defense, personal injury and medical malpractice. She works in derivatives and civil litigation for the firm.

TASHIA D. POORE. Ms. Poore has worked in the legal community for over fifteen years. Before joining Federman & Sherwood, Ms. Poore worked in complex civil litigation, real estate and transactions, oil & gas, trusts and estate planning, banking and construction law. She works in the areas of shareholder derivative litigation, securities and complex litigation for the firm.

SELECT CASES WHERE FEDERMAN & SHERWOOD HAS SERVED AS LEAD OR CO-LEAD COUNSEL

CONSUMER CLASS ACTIONS	COURT
Accreditation Commission for Education in Nursing (Data Breach)	USDC Northern District of Georgia
Albany ENT & Allergy	Supreme Courts of the State of New York, Albany County
Altice USA, Inc. (Data Breach)	USDC Southern District of New York
Artech, LLC (Data Breach)	USDC Northern District of California
AssistRx, et al (Data Breach)	USDC Middle District of Florida
AT&T Services Inc.	USDC Northern District of Texas
Avem Health Partners, Inc. (Data Breach)	USDC Western District of Oklahoma
BHI Energy Services	USDC District of Massachusetts
Brinker International, Inc. (Chili's) (Data Breach)	USDC Middle District of Florida
Bryan Cave Leighton Paisner LLP Data Breach Litigation	USDC Northern District of Illinois
Burgerville, LLC (Data Breach)	Circuit Court, State of Oregon, Multnomah County
Carvin Wilson Software, LLC (Data Breach)	USDC District of Arizona
CentralSquare Technologies, LLC (Data Breach)	USDC Southern District of Florida
Christie Business Holdings Company PC (Data Breach)	USDC Central District of Illinois
Colorado Dept. of Health Care Policy & Financing/IBM (Data Breach)	District Court, City and County of Denver, State of Colorado
Dakota Growers Pasta Company, Inc. (Food Mislabeling)	USDC District of Minnesota/District of New Jersey
Dell, Inc. (Data Breach)	USDC Western District of Texas
Filters Fast, LLC (Data Breach)	USDC Western District of Wisconsin
Golden Corral Corporation (Data Breach) (PEC)	USDC Eastern District of North Carolina
Hy-Vee, Inc. (Data Breach)	USDC Central District of Illinois
Intelliheartx (Data Breach) (Executive Lead Counsel)	USDC Northern District of Ohio
Johns Hopkins Health System & Johns Hopkins University (Data Breach) (Interim Lead Counsel)	Circuit Court of Maryland for Baltimore City
Lansing Community College (Data Breach) (PSC)	USDC Western District of Michigan
LeafFilterNorth, LLC/LeafFilter North of Texas, LLC (Data Breach)	USDC Western District of Texas
Lime Crime, Inc. (Data Breach)	USDC Central District of California
Medical Review Institute of America, LLC (Data Breach)	USDC District of Utah
Mednax Services, Inc. (Data Breach)	USDC Southern District of Florida
MedQ, Inc. (Data Breach)	USDC Eastern District of Texas
Mercer University (Data Breach)	USDC Middle District of Georgia
MidFirst Bank and Midland Financial Co. (Data Breach)	USDC Western District of Oklahoma
Morris Hospital (Data Breach)	Circuit Court of the Thirteenth Judicial Circuit Grundy, County, Illinois
In re: Navvis & Company, LLC Data Breach Litigation (Data Breach)	USDC Eastern District of Missouri
OneTouchPoint (Data Breach) (PSC)	USDC Eastern District of Wisconsin
In Re: Orrick, Herrington & Sutcliffe Data Breach Litigation (Data Breach) (Interim Lead Counsel)	USDC Northern District of California
Peachtree Orthopaedic Clinic, P.A. (Data Breach)	Superior Court of Forsyth County, State of Georgia
Physician's Business Office, Inc. (Data Breach)	In the Circuit Court of Wood County, West Virginia
PracticeMax (Data Breach)	USDC District of Arizona
Progressive Casualty Insurance (Data Breach)	USDC Northern District of Ohio
In re: QTC Commercial Services, LLC d/b/a IMX Medical Management Services, LLP Data Breach Litigation (Data Breach)	USDC Eastern District of Pennsylvania
Skidmore College (Data Breach)	USDC Northern District of New York
Smile Brands (Data Breach)	USDC Central District of California
Snap Finance (Data Breach)	USDC District of Utah
Solara Medical Supplies, LLC (Data Breach)	USDC Southern District of California
Sysco Corporation (Data Breach) (PSC)	USDC Southern District of Texas
TD Ameritrade, Inc. (Data Breach)	USDC District of Nebraska
TMX Finance Corporation Services, Inc. (Data Breach) (PSC)	USDC Southern District of Georgia
Wichita State University (Data Breach)	USDC District of Kansas
Yuma Regional Medical Center (Data Breach)	USDC District of Arizona
SHAREHOLDER DERIVATIVE CASES	
Abercrombie & Fitch Company	USDC Southern District of Ohio
American Superconductor Corporation	Superior Court, Commonwealth of Massachusetts
Antares Pharma, Inc.	USDC District of New Jersey
In Re: Archer-Daniels-Midland Company Derivative Litigation	USDC District of Delaware
Arrowhead Research Corporation	Superior Court, State of California, County of Los Angeles
Carrier Access Corporation	USDC District of Colorado
Catalina Marketing Corporation	Chancery Court of the State of Delaware
Cell Therapeutics, Inc.	USDC Western District of Washington
Computer Associates	USDC Eastern District of New York
Delcath Systems, Inc.	USDC Southern District of New York
Dendreon Corporation	USDC Western District of Washington

SELECT CASES WHERE FEDERMAN & SHERWOOD HAS SERVED AS LEAD OR CO-LEAD COUNSEL

Digital Turbine, Inc.	USDC Western District of Texas
Doral Financial Corporation	USDC Southern District of New York
Dynavax Technologies Corporation	Superior Court of the State of California; county of Alameda
First BanCorp.	USDC District of Puerto Rico
Flowers Foods, Inc.	USDC Middle District of Georgia
Genta, Inc.	USDC District of New Jersey
GMX Resources, Inc.	District Court of Oklahoma County, Oklahoma
Great Lakes Dredge & Dock Corporation	Circuit Court of Illinois, Dupage County Chancery Division
Host America Corporation	USDC District of Connecticut
Motricity Inc.	USDC Western District of Washington
NutraCea	Superior Court of Maricopa County, Arizona
Nuverra Environmental Solutions, Inc.	Superior Court of Maricopa County, Arizona
Nyfix, Inc.	USDC District of Connecticut
OCA, Inc.	USDC Eastern District of Louisiana
ONEOK, Inc.	District Court of Tulsa County, Oklahoma
PainCareHoldings, Inc.	USDC Middle District of Florida
Seitel, Inc.	USDC Southern District of Texas
Spectrum Pharmaceuticals, Inc.	USDC District of Nevada
The Spectranetics Corporation	USDC District of Colorado
ValueClick, Inc.	USDC Central District of California
Zix Corporation	USDC Northern District of Texas
SECURITIES CLASS ACTIONS	
Amyris, Inc.	USDC, Northern District of California
Bellicum Pharmaceuticals, Inc.	USDC Southern District of Texas
Broadwind Energy, Inc.	USDC Northern District of Illinois
China Valves Technology, Inc.	USDC Southern District of New York
Cryo-Cell International, Inc.	USDC Middle District of Florida
Delta Petroleum, Inc.	USDC District of Colorado
Direxion Shares ETF Trust	USDC Southern District of New York
Ener1, Inc.	USDC Southern District of New York
Exide Technologies	USDC Central District of California
Galena Biopharma, Inc.	USDC, District of New Jersey
Houston American Energy Corp.	USDC Southern District of Texas
Image Innovations Holdings, Inc.	USDC Southern District of New York
IZEA, Inc.	USDC Central District of California
Motive, Inc.	USDC Western District of Texas
Quest Energy Partners LP	USDC Western District of Oklahoma
Secure Computing Corporation	USDC Northern District of California
Superconductor Technologies, Inc.	USDC Central District of California
UTi Worldwide, Inc.	USDC Central District of California
Unistar Financial Service Corp.	USDC Northern District of Texas
MDL PROCEEDINGS	
In re: Anthem, Inc. (Data Breach–Participating Counsel)	USDC, Northern District of California
In re: Equifax, Inc. (Data Breach–Participating Counsel)	USDC Northern District of Georgia
In re: Farmers Insurance Co.	USDC Western District of Oklahoma
In re: Home Depot, Inc. (Executive Committee)	USDC Northern District of Georgia
In re: Mednax Services Inc. (Data Breach – Co-Lead Counsel)	USDC Southern District of Florida
In re: Premier Blue Cross (Data Breach–Participating Counsel)	USC, District of Oregon
In re: Samsung Electronics America, Inc.	USDC Western District of Oklahoma
DEAL CASES (MERGERS)	
Easylink Services International Corp.	Superior Court of Gwinnett County, Georgia
Genon Energy, Inc.	Chancery Court of the State of Delaware
Lawson Software, Inc.	Chancery Court of the State of Delaware
Network Engines, Inc.	Chancery Court of the State of Delaware
Paetec Holding Corp. Shareholder Litig.	Chancery Court of the State of Delaware
Williams Pipeline Partners, L.P.	District Court of Tulsa County, Oklahoma
Xeta Technologies, Inc.	District Court of Tulsa County, Oklahoma
ERISA LITIGATION	
Winn-Dixie Stores	USDC Middle District of Florida

EXHIBIT 4

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Co-Lead Counsel for the Proposed Class

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION**

MICHELLE SALINAS, RAYMEL
WASHINGTON, and AMANDA
GORDON, individually and on behalf of all
others similarly situated,

Plaintiffs,

v.

BLOCK, INC. and CASH APP
INVESTING, LLC,

Defendants.

Hon. Magistrate Judge Sallie Kim

Case No.: 3:22-cv-04823

**DECLARATION OF SCOTT D. HIRSCH
IN SUPPORT OF MOTION FOR
AWARD OF ATTORNEYS' FEES AND
COSTS, AND SERVICE AWARDS**

DATE: December 16, 2024

TIME: 9:30 A.M.

CTRM:

1 Scott D. Hirsch, being duly sworn, hereby declares under the penalty of
2 perjury as follows:

3 1. I am a member of the law firm of Scott Hirsch Law Group PLLC
4 (“SHLG”), co-counsel for Plaintiffs Michelle Salinas, Raymel Washington and
5 Amanda Gordon, in the above matter, together with my co-counsel, Nicholas A.
6 Migliaccio of Migliaccio & Rathod, LLP (M&R”) and William B. Federman of
7 Federman & Sherwood (“F&S”). As additional class counsel, I am fully familiar
8 with the facts contained herein based upon my personal knowledge and the books
9 and records kept in the ordinary course of SHLG’s business. I submit this
10 declaration in support of Class Counsel’s application for an award of attorneys’
11 fees in above-captioned action (the “Action”), as well as for reimbursement of
12 expenses incurred by my firm in connection with the Action.

13 2. SHLG served as additional class counsel in this Action. As co-
14 counsel for the Class, the attorneys of my firm were involved in performing the
15 following tasks: pre-litigation investigation of the facts herein; drafting and
16 redrafting of the initial complaint, vetting of and communications with clients,
17 prospective class members and class members; drafting and researching portions
18 of the Consolidated Amended Complaint; briefing the Motion to Consolidate the
19 Complaints; participation in the preparation of sections of mediation briefs,
20 attending mediation and settlement sessions; addressing the questions of the Court
21 in connection with Preliminary Approval; addressing in answering the inquiries of
22 and meeting wit the Attorney General multi-state task force; assisting in drafting
23 settlement documents.

24 3. The schedule attached hereto as **Exhibit 1** is a summary indicating
25 the amount of time spent by each attorney and professional support staff employee
26 of SHLG who was involved in the Action based on the various tasks, and the
27 lodestar calculation based on SHLG’s current billing rates. The schedule also
28

1 includes in the category columns for “Class Claims Administration Issues and
2 Communications with Class Members” (Column 11) and “Final Approval
3 Process” (Column 12) the additional time I reasonably anticipate to incur in this
4 matter between now and eventual conclusion of this matter (e.g., which will
5 continue even after the Effective Date of the settlement (but not including any
6 appeals which may be filed, if any)). In my experience with numerous consumer
7 class action settlements involving automobile defects, I anticipate that Class
8 Counsel will incur additional time and, as apportion of that, and that SHLG will
9 spend another approximately 10 hours on this matter. Other than that estimated 10
10 hours to be incurred herein, the lodestar schedule annexed hereto (Exhibit 1) was
11 prepared from contemporaneous daily time records regularly prepared and
12 maintained by my firm, which are available at the request of the Court. As noted,
13 an amount of time anticipated to be spent on preparation, finalizing and filing of
14 the Final Approval motion papers, preparing for argument of that motion;
15 attending and presenting at the Final Approval hearing and preparing the
16 oppositions to any objections is estimated based on my experience with prior
17 automobile defect consumer class action settlements.

18 4. Prior to the Final Approval Hearing, scheduled for December 16,
19 2024, Class Counsel intend to supplement the record herein and submit the actual
20 additional time expended up through that point prior to the Final Approval
21 hearing.

22 5. The hourly rates for the attorneys and professional support staff at
23 SHLG included in **Exhibit 1** are the same rates which have been accepted in other
24 consumer class action litigation the firm has successfully litigated.

25 6. The total number of hours expended on this Action by SHLG to date
26 (and anticipated to be incurred through the conclusion of this matter) is 162.60.
27 The total lodestar for my firm for that period is \$146,340.00 for attorneys’ time.

28 7. SHLG’s lodestar figures are based upon the firm’s billing rates,

1 which rates do not include charges for expense items. Expense items are billed
2 separately and such charges are not duplicated in my firm's billing rates.

3 8. The Court preliminarily approved the proposed Settlement of this
4 action, and the Settlement Administrator has disseminated notice to Class Members
5 in accordance with the Notice Plan. Now, Plaintiffs respectfully request Plaintiffs
6 respectfully request an award of \$5,000,000.00 in attorneys' fees, \$76,696.58 in
7 costs and expenses, as well as service awards of \$2,500 to each of the Class
8 Representatives (\$7,500 in total) in accordance with the terms of the preliminarily
9 approved Settlement between Plaintiffs and Defendants Block, Inc. and Cash App
10 Investing, LLC.

11 9. After nearly two years of hard-fought litigation, including extensive
12 motion practice, the consolidation of two different cases, and three full-day
13 mediation sessions with Robert A. Meyers, Esq. of JAMS, the parties reached an
14 exceptional Settlement that compensates Class Members for their losses and
15 protects them against future risks caused by the Data Breach. The Settlement is
16 valued at \$20 million. As explained in greater detail below, this includes the \$15
17 million non-reversionary Settlement Fund, and the \$5 million value of Defendants'
18 changes in security practices resulting from this litigation, based on current claim
19 figures. The requested attorney's fees (\$5 million) amount to 25% of the value of
20 the current settlement value.

21 10. The requested fees are fair and reasonable in light of Counsel's
22 Lodestar. Over the nearly two years of heavily contested litigation, Plaintiffs'
23 counsel devoted more than 2,644.30 hours and incurred a conservatively calculated,
24 collective lodestar of \$1,874,297.30 to secure the relief for the class. The time spent
25 by Plaintiffs' Counsel in this litigation included the time described at ¶2 above and
26 Exh. 1 annexed hereto.

27 11. Further, Class Counsel is expected to devote additional time that will
28 be entirely uncompensated, just like the work done for this Motion, as they work to

1 secure final approval of the Settlement, litigate any appeals, and assist Class
2 Members through the claims process.

3 12. The requested fee award represents a lodestar multiple of 2.7, which is
4 fair and reasonable in light of the significant risks Counsel faced, the complexity of
5 the issues presented, and the excellent results and benefits achieved.

6 13. Plaintiffs similarly request the Court award costs and expenses in the
7 amount of \$76,696.58, which reflect reasonable costs necessary to pursue this
8 litigation and secure the Settlement. All applicable factors support the requested
9 award.

10 14. As detailed in the schedule attached hereto as **Exhibit 2**, SHLG has
11 incurred a total of \$ 973.02 in unreimbursed expenses to date in connection with
12 the prosecution of this Action. It is expected that additional expenses, including
13 experts fees, will be incurred in the future in the Action and such additional
14 expenses, if any, will be submitted in Plaintiffs' supplemental submissions.

15 15. The expenses incurred in this Action are reflected on the books and
16 records of my firm. These books and records are prepared from expense vouchers,
17 check records and other source materials and are an accurate record of the
18 expenses incurred.

19 16. With respect to the standing of SHLG, attached hereto as **Exhibit 3** is
20 a brief biography of my firm and attorneys in my firm who were principally
21 involved in this Action.

22 17. Class Counsel also respectfully request the Court award Service
23 Awards of \$2,500 to each of the Class Representatives for a total of \$7,500. As
24 explained Class Counsel further in each of their declarations submitted in support
25 of this Motion, each Class Representative did everything in their power to represent
26 the best interests of the Class and devoted a significant amount of time
27 communicating with attorneys, gathering evidence, reviewing and approving the
28 complaints, responding to discovery, and ultimately reviewing, approving, and

1 executing the Settlement Agreement. No Settlement would have been possible
2 without their vital role.

3
4 I hereby declare under penalty of perjury that the foregoing facts are true
5 and correct.

6 Dated: August 15, 2024

7
8 /s/ Scott D. Hirsch

9 Scott D. Hirsch
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17 **CERTIFICATE OF SERVICE**

18 I hereby certify that on August 15, 2024, I caused the foregoing to be
19 filed electronically using the Court's electronic case filing (ECF) system, which will
20 automatically send a notice of electronic filing to the email addresses of all counsel
21 of record.

22 Dated: August 15, 2024

/s/ Scott D. Hirsch

23 Scott D. Hirsch
24
25
26
27
28

SALINAS, ET AL. V. BLOCK, INC and CASH APP INVESTING, LLC,
Case No. 3:22-cv-04823
TIME & LODESTAR CHART (By Category)
SCOTT HIRSCH LAW GROUP PLLC
PERIOD: Inception to August 8, 2024

Name/Position	Pre-Litigation Investigation and Fact Analysis	Drafting Complaints (Original, First, Second Amended)	Case Development and Administration	Post Filing Investigation and Communications with Class Members	Motion Practice, Drafting Memoranda and Legal Research	Court Hearings and Appearances	Communications with Consultants/Experts	Settlement, Documentation, Preliminary Approval Motion & Briefing	Negotiations and Settlement Process	Discovery	Class Claim, Administration Issues, and Communications with Class Members/Witness re Settlement	Final Approval Process, Final Approval Motion and Objection Replies	Hours	Hourly Rate	Lodestar
Scott D. Hirsch - P	13h	11.6h	31.9h	0.4h	2.9h		2h	44.7h	26.4h		5.30h	1.20h	152.60h	\$900.00	\$137,340
TOTAL													152.60h	\$900.00	\$137,340

EXHIBIT 2

SALINAS, ET AL. V. BLOCK, INC. and CASH APP INVESTING,
LLC

Case No. 3:33-cv-04823

EXPENSE CHART (By Category)

[INSERT FIRM NAME]

PERIOD: Inception to August 8, 2024

Category	Amount
Computer Research and Electronic Document Retrieval	\$25.52
Travel, Hotel, Meals and Related Expenses	\$
Photocopying (including commercial or internal copying)	\$
Facsimilie and Long Distance Telephone	\$
Postage and Overnight Delivery (Fed Ex, UPS)	\$
Court Filing Fees/Service of Process Fees	\$
Mediation Fees	\$947.50
Experts/Consultants	\$
Process Service	\$
TOTAL	\$973.02

EXHIBIT 3



FIRM RESUME

Scott Hirsch Law Group, PLLC is a boutique law firm located in South Florida with extensive experience representing clients nationwide in consumer protection, civil rights, securities, and privacy actions with a focus on class action litigation. Scott Hirsch Law Group, PLLC excels at providing skilled and zealous representation to its clients, focusing on bringing cases to address issues and inequities facing the consuming public.

Scott D. Hirsch

Scott D. Hirsch is a founding member of Scott Hirsch Law Group, PLLC. He is a *magna cum laude* graduate of Lynn University with a major in Psychology (B.A. 1999), and graduate of St. Thomas University School of Law (J.D. 2007). Mr. Hirsch is admitted to practice and a member in good standing of the Florida Bar and is admitted to practice in the United States District Court for the Southern District of Florida and in the United States District Court for the Middle District of Florida. Mr. Hirsch has had an extensive career representing consumers in securities litigations, consumer protection actions, and class actions.

After graduation from law school Mr. Hirsch worked for Grumer & Macaluso, P.A. a boutique litigation firm specializing in complex commercial litigation. located in Ft. Lauderdale, Florida. Mr. Hirsch's practice focused on representing corporations and individuals in complex business disputes, real estate transactions, litigation, and debtor/creditor litigation.

In 2008 Mr. Hirsch, began representing plaintiffs in securities matters, focusing on complex securities litigation, including class actions, in state, federal court and alternative dispute resolution forums. In addition to securities litigation, Mr. Hirsch also represents clients in civil litigation and



commercial disputes.

Since 2014, Mr. Hirsch's practice has focused on consumer protection class actions in both state and federal courts. Mr. Hirsch represents consumers against some of the largest financial institutions and manufacturers in cases involving defective products, deceptive trade practices, discrimination, and privacy violations. Mr. Hirsch was co-lead counsel representing investors who were victims of the Stanford Ponzi scheme against its clearing firm Pershing, LLC where plaintiffs in two separate arbitration cases were awarded \$3.7 million in compensatory damages and \$2.3 million in punitive damages. Mr. Hirsch also successfully represented individuals in a securities class action, *Smith v. Questar Capital Corp.* (D. Minn.), where he was instrumental in leading case development, motion practice, and settlement. Mr. Hirsch has been appointed co-lead counsel in *Crowell v. FCA U.S. LLC* (D. Del.).

Mr. Hirsch also litigated and resolved several consumer class actions including, *Abellard, Jr., et al. v. Nationstar Mortgage, LLC* (S.D. Fla.) and *350S Trust, LLC v. Carrington Mortgage Services, LLC* (S.D. Fla.), where he was exclusively involved in case development, discovery and settlement representing individuals and business who brought claims of mortgage servicing violations; *Fuog v. CVS Pharmacy, Inc.* (D. RI.), where Mr. Hirsch has been active in all aspects of litigation, including client development, briefing, and discovery; *Thelen, et al. v. HP, Inc.* (D. De.), where he has also been involved in all aspects of litigation, representing a class of nationwide consumers, involving allegations of a concealed product defect in numerous models of HP laptops.

Mr. Hirsch has been rated AV Preeminent by Martindale-Hubbell Peer Review Ratings and is a member of the Palm Beach County Bar Association and the Broward County Bar Association. Mr. Hirsch has also been named a 2015 Top Rated Lawyers South Florida's Legal Leaders as



published in the Miami Herald.

EXHIBIT 5

Gary S. Graifman (*Pro Hac Vice*)
Melissa Emert (*Pro Hac Vice*)
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Co-Lead Counsel for the Proposed Class

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION**

MICHELLE SALINAS, RAYMEL
WASHINGTON, and AMANDA
GORDON, individually and on behalf of all
others similarly situated,

Plaintiffs,

v.

BLOCK, INC. and CASH APP
INVESTING, LLC,

Defendants.

Hon. Magistrate Judge Sallie Kim

Case No.: 3:22-cv-04823

**DECLARATION OF DAVID A.
GOODWIN IN SUPPORT OF MOTION
FOR AWARD OF ATTORNEYS' FEES
AND COSTS, AND SERVICE AWARDS**

DATE:

TIME:

CTRM:

1 David A. Goodwin, being duly sworn, hereby declares under the penalty of
2 perjury as follows:

3 1. I am a member of the law firm of Gustafson Gluek PLLC
4 (“Gustafson Gluek”), co-counsel for Plaintiffs Michelle Salinas, Raymel
5 Washington and Amanda Gordon, in the above matter, together with my co-
6 counsel, Nicholas A. Migliaccio of Migliaccio & Rathod, LLP (M&R”) and
7 William B. Federman of Federman & Sherwood (“F&S”). As additional class
8 counsel, I am fully familiar with the facts contained herein based upon my
9 personal knowledge and the books and records kept in the ordinary course of
10 Gustafson Gluek’s business. I submit this declaration in support of Class
11 Counsel’s application for an award of attorneys’ fees in above-captioned action
12 (the “Action”), as well as for reimbursement of expenses incurred by my firm in
13 connection with the Action.

14 2. Gustafson Gluek served as additional class counsel in this Action. As
15 co-counsel for the Class, the attorneys of my firm were involved in performing the
16 following tasks: pre-litigation investigation of the facts herein; drafting and
17 redrafting of the initial complaint, vetting of and communications with clients,
18 prospective class members and class members; drafting and researching portions
19 of the Consolidated Amended Complaint; participation in the November 2023
20 mediation and preceding negotiations with co-counsel.

21 3. The schedule attached hereto as **Exhibit 1** is a summary indicating
22 the amount of time spent by each attorney and professional support staff employee
23 of Gustafson Gluek who was involved in the Action based on the various tasks,
24 and the lodestar calculation based on Gustafson Gluek’s current billing rates. The
25 schedule also includes in the category columns for “Class Claims Administration
26 Issues and Communications with Class Members” (Column 11) and “Final
27 Approval Process” (Column 12) the additional time I reasonably anticipate to
28

1 incur in this matter between now and eventual conclusion of this matter (e.g.,
2 which will continue even after the Effective Date of the settlement (but not
3 including any appeals which may be filed, if any)). In my experience with
4 numerous consumer class action settlements, I anticipate that Class Counsel will
5 incur additional time and, as apportion of that, and that Gustafson Gluek will
6 spend another approximately 10 hours on this matter. Other than that estimated 10
7 hours to be incurred herein, the lodestar schedule annexed hereto (Exhibit 1) was
8 prepared from contemporaneous daily time records regularly prepared and
9 maintained by my firm, which are available at the request of the Court. As noted,
10 an amount of time anticipated to be spent on preparation, finalizing and filing of
11 the Final Approval motion papers, preparing for argument of that motion;
12 attending and presenting at the Final Approval hearing and preparing the
13 oppositions to any objections is estimated based on my experience with prior
14 consumer class action settlements.

15 4. Prior to the Final Approval Hearing, scheduled for December 16,
16 2024, Class Counsel intend to supplement the record herein and submit the actual
17 additional time expended up through that point prior to the Final Approval
18 hearing.

19 5. The hourly rates for the attorneys and professional support staff at
20 Gustafson Gluek included in **Exhibit 1** are the same rates which have been
21 accepted in other consumer class action litigation the firm has successfully
22 litigated.

23 6. The total number of hours expended on this Action by Gustafson
24 Gluek to date (and anticipated to be incurred through the conclusion of this matter)
25 is 266.75. The total lodestar for my firm for that period is \$223,043.75, consisting
26 of \$219,087.50 for attorneys' time and \$3,956.25 for professional support staff
27 time.

28 7. Gustafson Gluek's lodestar figures are based upon the firm's billing

1 rates, which rates do not include charges for expense items. Expense items are
2 billed separately, and such charges are not duplicated in my firm's billing rates.

3 8. The Court preliminarily approved the proposed Settlement of this
4 action, and the Settlement Administrator has disseminated notice to Class Members
5 in accordance with the Notice Plan.¹ Now, Plaintiffs respectfully request Plaintiffs
6 respectfully request an award of \$5,000,000.00 in attorneys' fees, \$76,696.58 in
7 costs, as well as service awards of \$2,500 to each of the Class Representatives
8 (\$7,500 in total) in accordance with the terms of the preliminarily approved
9 Settlement between Plaintiffs and Defendants Block, Inc. and Cash App Investing,
10 LLC.

11 9. After nearly two years of hard-fought litigation, including extensive
12 motion practice, the consolidation of two different cases, and three full-day
13 mediation sessions with Robert A. Meyer, Esq. of JAMS, the parties reached an
14 exceptional Settlement that compensates Class Members for their losses and
15 protects them against future risks caused by the Data Breach. The Settlement is
16 valued at \$20 million. As explained in greater detail below, this includes the \$15
17 million non-reversionary Settlement Fund, and the \$5 million value of Defendants'
18 changes in security practices resulting from this litigation, based on current claim
19 figures.² The requested attorney's fees (\$5 million) amount to 25% of the value of
20 the current settlement value.

21 10. The requested fees are fair and reasonable in light of Counsel's
22 Lodestar. Over the nearly two years of heavily contested litigation, Plaintiffs'
23 counsel devoted more than 2644.30 hours and incurred a conservatively calculated,
24 collective lodestar of \$1,874,297.30 to secure the relief for the class. The time spent
25 by Plaintiffs' Counsel in this litigation included consolidating all filed cases before
26

27 ¹ Unless otherwise noted, capitalized terms have the meaning ascribed to them in
the Settlement Agreement. (ECF No. 144).

28 ² For a full explanation of the Settlement's value, see *infra*, Section III.B.4.

1 the Court and seeking the appointment of Class Counsel; researching, drafting, and
2 amending the consolidated complaint on two different occasions to survive
3 Defendants' challenges to the complaints; and negotiating an extremely favorable
4 Settlement for the Class.

5 11. Further, Class Counsel is expected to devote additional time that will
6 be entirely uncompensated, just like the work done for this Motion, as they work to
7 secure final approval of the Settlement, litigate any appeals, and assist Class
8 Members through the claims process.

9 12. The requested fee award represents a lodestar multiple of 2.7, which is
10 fair and reasonable in light of the significant risks Counsel faced, the complexity of
11 the issues presented, and the excellent results and benefits achieved.

12 13. Plaintiffs similarly request the Court award costs in the amount of
13 \$76,696.58, which reflect reasonable costs necessary to pursue this litigation and
14 secure the Settlement. All applicable factors support the requested award.

15 14. As detailed in the schedule attached hereto as **Exhibit 2**, Gustafson
16 Gluek has incurred a total of \$5,154.81 in unreimbursed expenses to date in
17 connection with the prosecution of this Action. It is expected that additional
18 expenses, including expert fees, will be incurred in the future in the Action and
19 such additional expenses, if any, will be submitted in Plaintiffs' supplemental
20 submissions.

21 15. The expenses incurred in this Action are reflected on the books and
22 records of my firm. These books and records are prepared from expense vouchers,
23 check records and other source materials and are an accurate record of the
24 expenses incurred.

25 16. With respect to the standing of Gustafson Gluek, attached hereto as
26 **Exhibit 3** is a brief biography of my firm and attorneys in my firm who were
27 principally involved in this Action.

28 17. Class Counsel also respectfully request the Court award Service

1 Awards of \$2,500 to each of the Class Representatives for a total of \$7,500. As
2 explained Class Counsel further in each of their declarations submitted in support
3 of this Motion, each Class Representative did everything in their power to represent
4 the best interests of the Class and devoted a significant amount of time
5 communicating with attorneys, gathering evidence, reviewing and approving the
6 complaints, responding to discovery, and ultimately reviewing, approving, and
7 executing the Settlement Agreement. No Settlement would have been possible
8 without their vital role.

9
10 I hereby declare under penalty of perjury that the foregoing facts are true
11 and correct.

12 Dated: August 15, 2024

13
14 s/David A. Goodwin

15 David A. Goodwin
16
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25 **CERTIFICATE OF SERVICE**
26

27 I hereby certify that on August 15, 2024, I caused the foregoing to be
28 filed electronically using the Court's electronic case filing (ECF) system, which will

1 automatically send a notice of electronic filing to the email addresses of all counsel
2 of record.

3 Dated: August 15, 2024

/s/ David A. Goodwin

David A. Goodwin

EXHIBIT 1

SALINAS, ET AL. V. BLOCK, INC and CASH APP INVESTING, LLC,

Case No. 3:22-cv-04823

TIME & LODESTAR CHART (By Category)

GUSTAFSON GLUEK PLLC

PERIOD: Inception to August 8, 2024

Name/Position	Pre-Litigation Investigation and Fact Analysis	Drafting Complaints (Original, First, Second Amended)	Case Development and Administration	Post Filing Investigation and Communications with Class Members	Motion Practice, Drafting Memoranda and Legal Research	Court Hearings and Appearances	Communications with Consultants/Experts	Settlement, Documentation, Preliminary Approval Motion & Briefing	Negotiations and Settlement Process	Discovery	Class Claim, Administration Issues, and Communications with Class Members/Witness re Settlement	Final Approval Process, Final Approval Motion and Objection Replies	Hours	Hourly Rate	Lodestar
Dan Gustafson/P	0.00	0.00	0.50	0.00	0.00	0.00	0.00	1.25	0.00	0.00	0.00	0.00	1.75	\$1,200.00	\$2,100.00
Dennis Stewart/P	0.00	8.25	3.00	1.00	0.00	0.00	0.00	0.00	0.25	0.00	0.00	0.00	12.50	\$1,200.00	\$15,000.00
Dan Hedlund/P	0.00	0.00	0.00	1.50	0.00	0.00	0.00	0.00	0.00	0.00	2.00	8.00	11.50	\$1,100.00	\$12,650.00
David Goodwin/P	11.50	18.50	30.25	6.00	3.00	0.00	2.50	51.25	48.50	0.25	0.00	0.00	171.75	\$900.00	\$154,575.00
Mary Nikolai/A	0.25	7.75	14.00	2.50	1.75	0.00	0.00	11.25	17.00	0.00	0.00	0.00	54.50	\$600.00	\$32,700.00
Joe Nelson/A	0.00	0.00	0.00	0.00	3.75	0.00	0.00	0.00	0.00	0.00	0.00	0.00	3.75	\$550.00	\$2,062.50
Sarah Moen/PL	0.50	0.50	6.25	0.50	1.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	8.75	\$375.00	\$3,281.25
Danette Mundahl/PL	0.00	2.25	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2.25	\$300.00	\$675.00
TOTAL	12.25	37.25	54.00	11.50	9.50	0.00	2.50	63.75	65.75	0.25	2.00	8.00	266.75		\$223,043.75

Position Key

P = Partner

SA = Senior Associate

A = Associate

PL = Paralegal

EXHIBIT 2	
SALINAS, ET AL. V. BLOCK, INC. and CASH APP INVESTING, LLC Case No. 3:33-cv-04823 EXPENSE CHART (By Category) GUSTAFSON GLUEK PLLC PERIOD: Inception to August 8, 2024	
Category	Amount
Computer Research and Electronic Document Retrieval	\$51.63
Travel, Hotel, Meals and Related Expenses	\$2,158.83
Photocopying (including commercial or internal copying)	\$0.70
Facsimilie and Long Distance Telephone	\$0.00
Postage and Overnight Delivery (Fed Ex, UPS)	\$0.00
Court Filing Fees	\$1,406.15
Mediation Fees	\$947.50
Experts/Consultants	\$0.00
Process Service	\$590.00
TOTAL	\$5,154.81

EXHIBIT 3



Firm Resume

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Minneapolis, MN 55402

CALIFORNIA OFFICE

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Firm Overview

Gustafson Gluek PLLC is a 21-attorney law firm with a national practice specializing in complex litigation. The firm has offices in Minneapolis, Minnesota and San Diego, California. Gustafson Gluek attorneys seek to vindicate the rights of, and recover damages for, those harmed by unfair business practices, such as illegal price fixing, deceptive trade practices, and the distribution of unsafe medical devices, as well as enjoin companies from engaging in these types of practices in the future.

Founded in 2003, Gustafson Gluek's attorneys have consistently been recognized by their clients, peers, and courts across the country as leaders in their fields. They have been chosen to lead some of the largest and most complex multi-district litigations. Attorneys at Gustafson Gluek have received national and state-wide awards and honors and are routinely called upon by other leading firms to assist in taking on some of the largest companies and defense firms in the world. Gustafson Gluek was named number six in the Top 25 Lead Counsel in antitrust complaints filed from 2009 – 2022 in the 2022 Antitrust Annual Report produced by the University of San Francisco Law School and The Huntington National Bank. Gustafson Gluek was also listed as number sixteenth in the list of firms with the highest number of antitrust settlements and in the top 25 Lead Counsel in Class Recoveries. Finally, our firm had four antitrust class cases to obtain final approval of settlements in 2022.

Core values of Gustafson Gluek include supporting the community and promoting diversity in the legal profession. Its attorneys have held leadership positions and actively participate in numerous national, state and affinity legal organizations, including the Federal Bar Association, the Board for Fund for Legal Aid, Minnesota State Bar Association, the Infinity Project, Minnesota Women Lawyers, Minnesota Association of Black Lawyers, the Lavender Bar Association and American Antitrust Institute. Gustafson Gluek was instrumental in founding the Pro Se Project, a collaboration with the Minnesota District Court pairing indigent federal litigants with attorneys and Gustafson Gluek devotes hundreds of hours each year to pro bono service through the Pro Se Project and other organizations.

Leadership Positions

Gustafson Gluek's attorneys are frequently recognized by their peers and the courts as experienced and capable leaders and, as such, have been appointed to lead numerous complex litigations including the following:

Crowell v. FCA USA LLC (D. Del.)

Interim Co-Lead Counsel

In re 3M Combat Arms Earplug Litig. (Minn.)

Co-Lead Counsel

In re Bank of America Unauthorized Account Opening Litig. (W.D.N.C.)

Co-Lead Class Counsel

In re Broiler Chicken Antitrust Litig. (N.D. Ill.)

Co-Lead Counsel for Commercial and Institutional Indirect Purchaser Plaintiffs

In re CenturyLink Residential Customer Billing Disputes Litig. (D. Minn.)

Executive Committee Chair

In re Crop Inputs Antitrust Litig. (E.D. Mo.)

Co-Lead Counsel

In re Dealer Management Systems Antitrust Litig. (N.D. Ill.)

Plaintiffs' Steering Committee

In Re: Deere & Company Repair Services Antitrust Litig. (N.D. Ill.)

Co-Lead Counsel

In re DPP Beef Litig. (D. Minn.)

Co-Lead Counsel

In re DRAM Antitrust Litig. (N.D. Cal. and multiple state court actions)

Co-Lead Counsel for Indirect Purchasers

In re Eyewear Antitrust Litig. (S.D.N.Y.)

Co-Lead Counsel for the Putative Direct Purchaser Class

In re Flash Memory Antitrust Litig. (N.D. Cal.)

Plaintiffs' Steering Committee

In re Google Digital Publisher Antitrust Litig. (N.D. Cal.)

Plaintiffs' Leadership Committee

In re Interior Molded Doors Indirect Purchaser Antitrust Litig. (E.D. Va.)

Co-Lead Counsel

In re Medtronic, Inc. Implantable Defibrillators Products Liability Litig. (D. Minn.)

Co-Lead Counsel

In re Medtronic, Inc. Sprint Fidelis Leads Products Liability Litig. (D. Minn.)

Lead Counsel

In re Net Gain Data Breach Litig. (D. Minn.)

Executive Committee

In re: Pacific Market International, LLC Stanley Tumbler Litig. (W.D. Wa.)

Interim Executive Committee

In re Pork Antitrust Litig. (D. Minn.)

Co-Lead Counsel for Consumer Indirect Purchaser Plaintiffs

In re Regents of the University of Minnesota Data Litig. (Minn.)

Lead Counsel

In re Syngenta Litig. (Minn.)

Co-Lead Class Counsel, Settlement Counsel

In re Vitamin C Antitrust Litig. (E.D.N.Y.)

Co-Lead Counsel for Indirect Purchasers

Precision Assocs., Inc. v. Panalpina World Transport (Holding) Ltd. (E.D.N.Y.)

Co-Lead Counsel

Powell Prescription Center v. Surescripts, LLC (N.D. Ill.)

Lead Counsel Committee

Quaife, et al. v Brady Martz Data Securities Litig. (D.N.D.)

Interim Co-Lead Counsel

St. Barnabas Hospital, Inc. et al. v. Lundbeck, Inc. et al. (D. Minn.)

Interim Class Counsel

Vikram Bhatia, D.D.S., et al., v. 3M Company (D. Minn.)

Co-Lead Counsel

Case Outcomes

Gustafson Gluek has recovered billions of dollars on behalf of its clients since its founding in 2003. Gustafson Gluek has helped vindicate the rights of, and recover damages for, those harmed by unfair business practices such as illegal price fixing, deceptive trade practices, and the distribution of unsafe or defective devices, as well as enjoin companies from engaging in these types of practices in the future. A list of representative cases the Firm previously litigated and the outcomes of those cases is set forth below.

Antitrust

In re Automotive Parts Antitrust Litig. (E.D. Mich.)

Gustafson Gluek was an integral part of the team representing a class of indirect purchases of various automotive components. Plaintiffs alleged that the defendants engaged in a sprawling price fixing conspiracy to artificially increase the price of several different automobile components. Gustafson Gluek helped recover over \$1.2 billion for the class.

In Re Blue Cross Blue Shield Antitrust Litig. (N.D. Ala.)

Gustafson Gluek was appointed as a member of the Damages and Litigation Committees representing a class of subscribers of Blue Cross Blue Shield insurance in multiple states. Plaintiffs alleged the defendants entered into a de facto price allocation agreement via the “licensing” agreements for use of the Blue Cross Blue Shield name and trademarks. The parties reached a settlement that established a \$2.67 billion Settlement Fund. Settling Defendants also agreed to make changes in the way they do business that Plaintiffs believe will increase the opportunities for competition in the market for health insurance.

In re Capacitors Antitrust Litig. (N.D. Cal.)

Gustafson Gluek represented a class of indirect purchasers of electrolytic or film capacitors. Plaintiffs alleged that at least fifteen multinational corporations

conspired to fix the prices of capacitors that they manufactured and sold worldwide and into the United States. Gustafson Gluek attorneys worked closely with Lead Counsel throughout the litigation, which eventually recovered \$84.49 million for the class.

In re Containerboard Antitrust Litig. (N.D. Ill.)

Gustafson Gluek represented a class of direct purchasers of containerboard products and was a defendant team leader. Plaintiffs alleged that defendant containerboard manufacturers conspired to fix the price of containerboard. As a team leader, Gustafson Gluek handled all aspects of discovery, including the depositions of several senior executives. Gustafson Gluek helped to secure over \$376 million for the class.

In re Cathode Ray Tube (CRT) Antitrust Litig. (N.D. Cal.)

Gustafson Gluek represented a class of direct purchasers of CRT screens used for computer monitors and televisions. Plaintiffs alleged that defendants conspired to fix the price of these products in violation of the antitrust laws. Gustafson Gluek had a significant discovery role in the prosecution of this antitrust class action, which resulted in settlements totaling \$225 million for the class.

In re DRAM Antitrust Litig. (N.D. Cal. and multiple state court actions)

Gustafson Gluek was appointed Co-Lead Counsel for the indirect purchasers in this nationwide class action against both national and international memory-chip manufacturers. This case dealt with the conspiracy surrounding the pricing of the memory chips commonly known as Dynamic Random Access Memory (or DRAM). DRAM is used in thousands of devices on a daily basis, and Gustafson Gluek was integral in achieving a settlement of \$310 million for the class.

In re Dealer Management Systems Antitrust Litig. (N.D. Ill.)

Gustafson Gluek has been appointed as a member of the Steering Committee representing a class of car dealerships. Plaintiffs allege that defendants

unlawfully entered into an agreement that reduced competition and increased prices in the market for Dealer Management Systems ("DMS") and data integration services related to DMS. Plaintiffs have reached a settlement with one defendant but continue to litigate against the remaining defendants.

In re Domestic Drywall Antitrust Litig. (E.D. Pa.)

Gustafson Gluek represented a class of direct purchasers of drywall in this antitrust case. Plaintiffs alleged that the defendant manufacturers conspired to artificially increase the price of drywall. Gustafson Gluek played an active role in the litigation. A class was certified, and Gustafson Gluek helped recover over \$190 million for the class.

In re Lithium Ion Batteries Antitrust Litig. (N.D. Cal.)

Gustafson Gluek represented a class of direct purchasers of lithium ion batteries in a multidistrict class action. Plaintiffs alleged collusive activity by the world's largest manufacturers of lithium ion batteries, which are used in everything from cellular phones to cameras, laptops and tablet computers. Gustafson Gluek had a significant discovery role in the prosecution of this antitrust class and helped recover over \$139 million for the class.

In re Interior Molded Doors Indirect Purchaser Antitrust Litig. (E.D. Va.)

Gustafson Gluek served as Co-Lead Counsel with two other firms representing a class of indirect purchasers of interior molded doors. Plaintiffs alleged that two of the country's largest interior molded door manufacturers conspired to inflate prices in the market. Defendants settled with the class for \$19.5 million.

Precision Associates, Inc., et al. v. Panalpina World Transport (Holding) Ltd., et al. (E.D.N.Y.)

Gustafson Gluek was Co-Lead Counsel representing a class of direct purchasers of freight forwarding services in this international case against 68 defendants. Plaintiffs alleged that defendants engaged in an international conspiracy to fix,

inflate, and maintain various charges and surcharges for freight forwarding services in violation of U.S. antitrust laws. Gustafson Gluek worked to secure over \$450 million for the class.

In re Resistors Antitrust Litig. (N.D. Cal.)

Gustafson Gluek worked closely with Lead Counsel representing indirect purchasers of linear resistors. Plaintiffs alleged that the defendant manufacturers conspired to increase the price of linear resistors, thereby causing indirect purchasers to pay more. After engaging in extensive discovery, Plaintiffs recovered a total of \$33.4 million in settlements for the indirect purchaser class.

In re TFT-LCD (Flat Panel) Antitrust Litig. (N.D. Cal.)

Gustafson Gluek served an integral role handling complex discovery issues in this antitrust action representing individuals and entities that purchased LCD panels at supracompetitive prices. Gustafson Gluek attorneys worked on a range of domestic and foreign discovery matters in prosecuting this case. The total settlement amount with all of the defendants was over \$1.1 billion.

The Shane Group, Inc., et al. v. Blue Cross Blue Shield of Michigan (E.D. Mich.)

Gustafson Gluek was appointed interim Co-Lead Counsel representing a class of purchasers of hospital healthcare services. Plaintiffs alleged that defendant Blue Cross Blue Shield of Michigan used its market position to negotiate contracts with hospitals that impeded competition and increased prices for patients. Gustafson Gluek worked to secure \$29.9 million on behalf of the class.

Consumer Protection

Baldwin et al. v. Miracle Ear et al. (D. Minn.)

Gustafson Gluek represented consumers who received unwanted telemarketing calls from HearingPro for sale of Miracle Ear brand hearing aid products in violation of the Telephone Consumer Protection Act. Gustafson Gluek played an important role in recovering an \$8 million settlement for the class.

Syngenta Corn Seed Litig. (Minn. & D. Kan.)

Gustafson Gluek was appointed Co-Lead Counsel for the class of Minnesota corn farmers suing Syngenta for negligently marketing its Agrisure/Viptera corn seed before it had been approved in all of the major corn markets. Gustafson Gluek was an integral part of the litigation team in Minnesota, participating in all facets of discovery, motion practice and expert work. Dan Gustafson was one of the lead trial counsel and was also appointed as part of the settlement team. Ultimately, these cases settled for \$1.51 billion on behalf of all corn farmers in America.

In re Centurylink Sales Practices and Securities Litig. (D. Minn.)

Gustafson Gluek was Chair of the Executive Committee and represented a class of current and former CenturyLink customers who paid too much for their phone, internet or television services due to CenturyLink's unlawful conduct. Plaintiffs alleged that CenturyLink engaged in deceptive marketing, sales, and billing practices across dozens of states. Ultimately, Plaintiffs recovered \$18.5 million in settlements for the class.

Yarrington, et al. v. Solvay Pharmaceuticals, Inc. (D. Minn.)

Gustafson Gluek represented a class of individuals alleging unfair competition and false and deceptive advertising claims against Solvay Pharmaceuticals in the marketing of Estratest and Estratest HS, prescription hormone therapy drugs. Gustafson Gluek helped recover \$16.5 million for the class.

Data Breach

In re Equifax Inc. Customer Data Security Breach Litig. (N.D. Ga.)

Gustafson Gluek represented a class of individuals whose personal information was impacted as the result of Equifax's deficient data security practices.

Plaintiffs reached a settlement where Equifax agreed to pay \$380 million towards the fund for class benefits and an additional \$125 million for out-of-pocket losses in addition to credit monitoring and identity restoration services.

Landwehr v. AOL Inc. (E.D. Va.)

Gustafson Gluek served as class counsel in this lawsuit, alleging that AOL made available for download to its members' search history data, which violated these AOL members' right to privacy under the Federal Electronic Communications Privacy Act. Plaintiffs reached a settlement with AOL that made \$5 million available to pay the claims of class members whose search data was made available for download by AOL.

The Home Depot, Inc., Customer Data Security Breach Litig. (N.D. Ga.)

Gustafson Gluek represented credit unions and a class of financial institutions whose card members' payment data was compromised as the result of Home Depot's deficient data security practices. These financial institutions lost time and money responding to the data breach. Plaintiffs reached a settlement agreement with Home Depot for \$27.25 million for the class members.

Greater Chautauqua Federal Credit Union v. Kmart Corporation (N.D. Ill.)

Gustafson Gluek served on the court-appointed Plaintiffs' Steering Committee representing a class of financial institutions whose card members' payment data was compromised as a result of Kmart's deficient data security practices. These financial institutions lost time and money responding to the data breach.

Plaintiffs reached a \$5.2 million settlement with K-Mart for the class.

Experian Data Breach Litig. (C.D. Cal.)

Gustafson Gluek represented a class of consumers whose personally identifiable information, including Social Security numbers and other highly sensitive personal data, was compromised as the result of Experian's deficient data security practices. Many of these consumers lost time and money responding to the data breach, and they face an ongoing risk of identity theft, identity fraud, or other harm. Plaintiffs reached a \$22 million settlement and as a part of the settlement, defendants also agreed and have begun undertaking certain remedial measures and enhanced security measures, which they will continue to implement, valued at over \$11.7 million.

Product Liability

In re 3M Combat Arms Earplugs (Minn.)

Gustafson Gluek served as co-lead counsel for individuals seeking damages for hearing loss and other-related injuries due to the use of defective earplugs manufactured by 3M. Ultimately, Gustafson Gluek helped recover over \$6 billion for over 250,000 individuals who had been injured by this product.

Bhatia v. 3M Co. (D. Minn.)

Gustafson Gluek represented a class of dentists who bought 3M Lava Ultimate Restorative material for use in dental crowns. Gustafson Gluek was appointed as Co-Lead Counsel for Plaintiffs, who alleged that the 3M Lava material failed at an unprecedented rate, leading to substantial loss of time and money for the dentists and injury to the patients. Gustafson Gluek helped secure a settlement of approximately \$32.5 million for all of the dentists who had suffered damages from the failure of this product.

Medtronic, Inc., Sprint Fidelis Leads Products Liability Litig. (D. Minn.)

Gustafson Gluek was Lead Counsel representing Plaintiffs, who had Medtronic's Sprint Fidelis Leads implanted in them. Plaintiffs alleged that Medtronic's Sprint

Fidelis Leads contained serious defects that cause the leads to fracture, resulting in unnecessary shocks. Ultimately, these cases settled for over \$200 million on behalf of thousands of injured claimants who participated in the settlement. The settlement included a seven-year claim period in which individuals who were registered to participate in the settlement could make a claim if their device failed or was removed within that time period for reasons related to the alleged defect.

Medtronic, Inc. Implantable Defibrillators Products Liability Litig. (D. Minn.)

Gustafson Gluek was appointed Co-Lead Counsel in this MDL representing individuals, who were implanted with certain implantable defibrillators manufactured by Medtronic, Inc. Plaintiffs alleged that these certain Medtronic's implantable cardioverter defibrillators (ICDs), and cardiac resynchronization therapy defibrillators (CRT-Ds) contained serious battery defects, which resulted in a recall of the products at issue. Plaintiffs alleged that Medtronic, Inc. knew about this defect, intentionally withheld important information from the FDA and the public and continued to sell the devices for implantation into patients facing life-threatening heart conditions. Gustafson Gluek, in its role as Co-Lead Counsel, helped secure a settlement of approximately \$100 million dollars for claimants who participated in the settlement.

Intellectual Property & Patent Misuse

Augmentin Litig. (E.D. Va.)

Gustafson Gluek represented a class of direct purchasers of the pharmaceutical drug, Augmentin. Plaintiffs alleged that defendant GlaxoSmithKline violated the antitrust laws by unlawfully maintaining its monopoly over Augmentin and preventing the entry of generic equivalents. Gustafson Gluek helped recover \$62.5 million for the class.

Dryer, et al., v. National Football League (D. Minn.)

The U.S. District Court for the District of Minnesota appointed Gustafson Gluek Lead Settlement Counsel in *Dryer v. NFL*. In that capacity, Gustafson Gluek represented a class of retired NFL players in protecting their rights to the use of their likenesses in marketing and advertising. Gustafson Gluek helped secure a settlement with the NFL that created unprecedented avenues of revenue generation for the class.

In re Restasis (Cyclosporine Ophthalmic Emulsion) Antitrust Litig. (E.D.N.Y.)

Gustafson Gluek represented a proposed class of End-Payor Plaintiffs in this antitrust class action. Plaintiffs alleged that defendant Allergan engaged in a multifaceted conspiracy to delay generic competition for its brand-name drug Restasis. Gustafson Gluek helped recover \$30 million for the class.

Spine Solutions, Inc., et al. v. Medtronic Sofamore Danek, Inc., et al. (W.D. Tenn.)

Gustafson Gluek was one of the counsel representing the plaintiff, Spine Solutions, Inc. and Synthes Spine So., L.P.P., in a patent litigation against Medtronic Sofamor Danek, Inc. and Medtronic Sofamor Donek, USA. The patent at issue in that case involved technology relating to spinal disc implants. This case went to trial in November 2008 and a jury verdict was returned in favor of our clients. The jury found willful infringements and awarded both lost profits and reasonable royalty damages to our clients.

In re Wellbutrin SR Antitrust Litig. (E.D. Pa.)

Gustafson Gluek played an integral role in this pharmaceutical class action. The firm represented direct purchasers of Wellbutrin SR, who alleged that defendant GlaxoSmithKline defrauded the U.S. Patent and Trademark Office and filed sham lawsuits against its competitors, which delayed the availability of the generic version of Wellbutrin SR to consumers. As a result of this delay, Plaintiffs alleged that they paid more for Wellbutrin SR than they would have if the generic version had been available to them. Gustafson Gluek was actively

involved in the investigation, discovery, motion practice, and trial preparation for this case and served an essential role in the mediation that resulted in a \$49 million settlement to the direct purchasers.

APPELLATE ADVOCACY

Gustafson Gluek has experienced, seasoned appellate advocates who can assist in getting the right result. Because Gustafson Gluek attorneys have tried complex cases to jury and bench verdicts, they understand how important the trial court is to a successful appeal.

Gustafson Gluek's appellate attorneys draw from many years of experience practicing before courts at every level of the state and federal system. They have successfully briefed and argued a variety of complex class and non-class cases and been called upon by peers to assist in the appellate process for their clients as well. In addition, they have frequently written briefs and appeared as amicus curiae (friend of the court) on behalf of several professional organizations.

Gustafson Gluek appellate attorneys are admitted to practice in the following appellate courts:

- First Circuit Court of Appeals
- Third Circuit Court of Appeals
- Fifth Circuit Court of Appeals
- Eighth Circuit Court of Appeals
- Ninth Circuit Court of Appeals
- Eleventh Circuit Court of Appeals
- Minnesota State Court of Appeals
- Minnesota Supreme Court
- United States Supreme Court

The following is a representative list of cases in which Gustafson Gluek attorneys argued before the Eighth Circuit include:

- *Graves, et al v. 3M Company*
- *Bryant, et al. v. Medtronic, Inc., et al.*
- *Dryer, et al. v. National Football League*
- *Graves v. 3M Company*
- *Haddock v. LG Electronics USA, Inc.*
- *Rick, et al. v. Wyeth, Inc., et al.*
- *Karsjens, et al. v. Piper, et al.*
- *LaBrier v. State Farm Fire and Casualty Co.*
- *MN Senior Foundation, et al. v. United States, et al.*
- *Larson v. Ferrellgas Partners*
- *Smith v. Fairview Ridges Hospital*
- *Song v. Champion Pet Foods USA, Inc.*
- *Beaulieu v. State of Minnesota*

Practice Areas and Current Cases

Antitrust

Gustafson Gluek PLLC is devoted to the prosecution of antitrust violations. Gustafson Gluek attorneys have litigated antitrust cases in federal and state courts across the United States.

Federal and state antitrust laws are designed to protect and promote competition among businesses by prohibiting price fixing and other forms of anticompetitive conduct. Violations can range from straight forward agreements among competitors to raise prices above competitive prices to complicated schemes that affect relationships between different levels of a market.

Ongoing prosecution of these illegal schemes helps protect the average consumer from being forced to pay more than they should for everyday goods. Below are some representative antitrust cases that Gustafson Gluek is currently involved in:

Colon v. NCAA (E.D. CA)

Gustafson Gluek represents a potential class of Division I College Coaches who had been designated by the NCAA as “Volunteer Coaches” and not allowed to receive any wages or benefits for their service. Plaintiffs allege that the NCAA actively suppressed wages of these Division I Collegiate coaches in violation of the federal antitrust laws.

In re Broiler Chicken Antitrust Litig. (N.D. Ill.)

Gustafson Gluek is part of the Co-Lead counsel team for class of commercial indirect purchasers such as restaurants. The case alleges chicken suppliers colluded to artificially restrict the supply and raise the price of chicken in the United States. As part of the Co-Lead counsel team, Gustafson Gluek helped defeat several of the defendants’ motions for summary judgment, succeeded in getting the class certified and prepared the case for trial. To date we have

helped recover over \$100 million in settlements from seven defendants.

In re Crop Inputs Antitrust Litig. (E.D. Mo.)

Gustafson Gluek is Co-Lead counsel representing a class of farmers alleging that manufacturers, wholesalers and retailers conspired to artificially increase and fix the price of crop inputs (e.g., seeds, fertilizers, pesticides) used by farmers.

In re Deere & Company Repair Services Antitrust Litig. (N.D. Ill.)

Gustafson Gluek has been appointed as Co-Lead counsel on behalf of a proposed class of farmers who purchased repair services from John Deere. Plaintiff alleges Deere monopolized the market for repair and diagnostic services for its agricultural equipment in order to inflate the price of these services.

In re Disposable Contact Lens Antitrust Litig. (M.D. Fla.)

Gustafson Gluek represents a class of individuals who purchased contact lenses made by Alcon, CooperVision, Bausch + Lomb, and Johnson & Johnson. Plaintiffs allege that these manufacturers unlawfully conspired to impose minimum resale price agreements on retailers, which restricts retailers' ability to lower prices to consumers. The class was certified, and Gustafson Gluek attorneys were members of the trial team. Ultimately the case settled with all the defendants and that settlement received final approval from the Court.

In re Domestic Airline Travel Antitrust Litig. (D.D.C.)

Gustafson Gluek is part of a team representing passengers of the airlines alleging antitrust violation against various airlines. The court denied defendants' motion to dismiss. Discovery has concluded and summary judgement motions have been submitted. There have been settlements with two of the defendants in this litigation to date.

In re DPP Beef Litig. (D. Minn.)

Gustafson Gluek has been appointed Co-Lead Counsel for a proposed class of direct purchasers of beef. Plaintiffs allege that Cargill JBS, Tyson and National

Beef Packing Company conspired to fix and maintain the price of beef in violation of the federal antitrust laws resulting in supracompetitive prices for beef. This litigation is ongoing, but plaintiffs have reached a \$52.5 million settlement with one defendant.

In re Fragrance Indirect Purchaser Antitrust Litig. (D.N.J.)

Gustafson Gluek has been appointed Co-Lead Counsel for a proposed class of indirect purchasers of fragrances and fragrance ingredients. Plaintiffs allege that the world's largest fragrance manufacturers conspired to fix and maintain the price of fragrances and fragrance ingredients in violation of federal and state antitrust laws resulting in supracompetitive prices for plaintiffs and proposed class they seek to represent.

In re Generic Pharmaceuticals Pricing Antitrust Litig. (E.D. Pa.)

Gustafson Gluek represents a class of Direct Purchaser Plaintiffs and is part of a team of law firms alleging anti-competitive conduct by more than twenty generic drug manufacturers with respect to more than 100 generic drugs, including drugs used to treat common and serious health conditions such as diabetes and high blood pressure. Cases have been brought on behalf of several distinct groups of plaintiffs, including Direct Purchaser Plaintiffs, Indirect Purchaser Plaintiffs, multiple individual plaintiffs, and the State AGs. There are currently more than a dozen separate cases related to various drugs, which have been organized into three groups for the purposes of case management. The court has denied the motion to dismiss, and discovery is ongoing.

In re Google Digital Publisher Antitrust Litig. (N.D. Cal.)

Gustafson Gluek has been appointed to the Leadership Committee representing a class of publishers who sold digital advertising space via Google. Plaintiffs allege that Google's anticompetitive monopolistic practices led to digital publishers being paid less for their advertising space than they otherwise would have been paid in a competitive market.

In re Hard Disk Drive Suspension Assemblies Antitrust Litigation (ND Cal.)

Gustafson Gluek is representing the End User Purchaser plaintiffs who purchased products containing Hard Disk Drive (“HDD”) Suspension Assemblies. Plaintiffs allege that manufacturers TDK, NHK, and their respective subsidiaries entered into a cartel agreement to fix prices of HDD suspension assemblies. Defendants’ summary judge was denied and motion for class certification is pending. This litigation is ongoing.

In re Packaged Seafood Products Antitrust Litig. (S.D. Cal.)

Plaintiffs alleged that a cartel of the largest producers of tuna products in the United States conspired to fix and maintain prices of shelf-stable packaged tuna in violation of federal and state antitrust laws resulting in supracompetitive prices for plaintiffs and the proposed class. Gustafson Gluek represented plaintiffs and a class of end-payer plaintiffs who purchased packaged tuna products.

In re Pork Antitrust Litig. (D. Minn.)

Gustafson Gluek has been appointed Co-Lead counsel for a class of indirect purchasers of pork products. Plaintiffs allege that the Defendants violated the federal antitrust laws resulting in supracompetitive prices for pork. The Class was certified and there have been settlements reached with certain defendants for over \$90 million dollars. The litigation continues against the remaining defendants.

Powell Prescription Center, et al. v. Surescripts, LLC, et al. (N.D. Ill.)

Gustafson Gluek has been appointed Co-Lead Counsel for a proposed class of pharmacies alleging that defendants Surescripts, RelayHealth, and Allscripts Healthcare Solutions conspired to monopolize and restrain trade in the e-prescription services market in violation of the antitrust laws. This litigation is ongoing, but plaintiffs have reached a \$10 million settlement with defendant RelayHealth.

Consumer Protection

Gustafson Gluek PLLC has led class action lawsuits on behalf of consumers alleging consumer protection violations or deceptive trade practices. These cases involve claims related to the false marketing of life insurance, defective hardware in consumer computers, misleading air compressor labeling, and rental car overcharges. Below are some representative cases involving consumer protection claims that Gustafson Gluek is currently litigating:

Broadway v. Kia America, Inc. (D. Minn.)

Gustafson Gluek represents proposed nationwide classes of people who purchased certain models of Kia and Hyundai automobiles that lack an engine immobilizer which makes those vehicles unsafe and prone to theft.

Crowell, et al., v. FCA USA LLC (D. Del.)

Gustafson Gluek serves as interim co-lead counsel in case representing individuals who purchased Jeep 4XE vehicles at a substantial premium only to find that the electric battery does not operate as advertised and does not allow the vehicle to drive in electric only mode. The vehicles will get locked out of the battery operation and require a trip to the dealership to repair them.

Gisairo, et al. v. Lenovo (United States) Inc. (D. Minn.)

Gustafson Gluek represents proposed classes of consumers who purchased various Lenovo laptop computers. These computers suffer from a common hinge failure that renders the products partially or completely useless.

In re: Nurture Baby Food Litig. (S.D.N.Y.)

Gustafson Gluek represents proposed nationwide classes of consumers that purchased HappyBaby or HappyTots baby food products. Plaintiffs allege that these baby foods were deceptively labeled, marketed, and sold because they contain undisclosed levels of heavy metals and contaminants.

In re: Pacific Market International, LLC, Stanley Tumbler Litig. (W.D. Wa.)

Gustafson Gluek serves on the interim executive committee representing a proposed class of individuals who purchased the popular Stanley line of mugs. Unbeknownst to those consumers, Stanley mugs are manufactured using toxic lead.

In re Plum Baby Food Litig. (N.D. Cal.)

Gustafson Gluek represents proposed nationwide classes of consumers who purchased Plum Organics baby food products. Plaintiffs allege that these baby foods were deceptively labeled, marketed, and sold because they contain undisclosed levels of heavy metals and contaminants.

In re Recalled Abbott Infant Formula Products Liability Litig. (N.D. Ill.)

Gustafson Gluek represents proposed nationwide classes of consumers that purchased infant formula products manufactured, marketed, and sold by Abbott. Plaintiffs allege that these baby formula products were deceptively labeled, marketed, and sold because they contain undisclosed levels of heavy metals and contaminants.

In re Theo's Dark Chocolate Litig. (N.D. Cal.)

Gustafson Gluek represents proposed nationwide classes of consumers that purchased Trader Joe's dark chocolate products. Plaintiffs allege that these dark chocolate products were deceptively labeled, marketed, and sold because they contain undisclosed levels of heavy metals and contaminants.

In re Trader Joe's Co. Dark Chocolate Litig. (S.D. Cal.)

Gustafson Gluek represents proposed nationwide classes of consumers that purchased Trader Joe's dark chocolate products. Plaintiffs allege that these dark chocolate products were deceptively labeled, marketed, and sold because they contain undisclosed levels of heavy metals and contaminants.

Kevin Brnich Electric LLC, et al. v. Siemens Industry, Inc. (N.D. Ga.)

Gustafson Gluek represents a proposed class of electricians and consumers who purchased Siemens Ground Fault Circuit Interrupter products. These products are prone to premature nuisance faulting.

Krohn v. Pacific Market International, LLC (W.D. Wa.)

Gustafson Gluek represents a proposed class of individuals who purchased the popular Stanley line of mugs. Unbeknownst to those consumers, Stanley mugs are manufactured using toxic lead.

Thelen, et al, v HP Inc. (D. Del.)

Gustafson Gluek represents proposed classes of consumer who purchased various HP laptop computers. These computers suffer from a common hinge defect that renders the products partially or completely useless.

CONSTITUTIONAL LITIGATION

Gustafson Gluek is devoted to the protection of the constitutional liberties of all individuals. The Firm has litigated several cases at the federal court level on matters involving civil commitment, police brutality, prisoner mistreatment and government misuse of private property. Below are some representative cases involving constitutional claims that Gustafson Gluek is currently litigating or has recently litigated:

Doe v. Hanson et al. (Minn.)

Gustafson Gluek represents a former juvenile resident of Minnesota Correctional Facility – Red Wing who alleges he was sexually assaulted by a staff member over the course of several years. Despite alleged knowledge of the risk of the abuse to the juvenile, the Correctional Facility did nothing to protect the juvenile. A settlement was reached in 2021, which included significant financial compensation for the victim, required additional training for the MCF-Red Wing staff, and 3 policy changes at MCF-Red Wing.

Carr v. City of Robbinsdale (Minn.)

Gustafson Gluek represented an individual whose car was seized by the Robbinsdale police. The client was a passenger in her car, when the driver was pulled over and arrested for driving under the influence. The officer seized the car pursuant to Minnesota's civil forfeiture statute. Gustafson Gluek filed a complaint challenging the constitutionality of the Minnesota civil forfeiture laws. However, prior to any meaningful litigation, the parties were able to settle the case.

Khottavongsa v. City of Brooklyn Center (D. Minn.)

Gustafson Gluek represented the family of a man killed by Brooklyn Center police in 2015. Gustafson Gluek brought section 1983 claims, alleging the officers used excessive force and ignored his medical needs, and that the City of Brooklyn Center failed to train and supervise the officers. Defendant's motion for summary judgment was largely defeated. The case settled prior to trial.

Hall v. State of Minnesota (Minn.)

Gustafson Gluek successfully litigated a case against the State of Minnesota regarding the State's Unclaimed Property Act. On behalf of plaintiffs, the Firm achieved a ruling that a portion of the State's Unclaimed Property Act was unconstitutional and, as a result, the statute was changed, and property returned to individuals.

Karsjens, et al. v. Jesson, et al. (D. Minn.)

Gustafson Gluek represents a class of Minnesota's civilly committed sex offenders on a pro bono basis through the Federal Bar Association's Pro Se Project. Gustafson Gluek has been litigating this case since 2012, alleging that Minnesota's civil commitment of sex offenders is unconstitutional and denies the due process rights of the class. After a six-week trial in February and March of 2015, Minnesota District Court Judge Donovan Frank found in favor of the class, ruling that the Minnesota Sex Offender Program (MSOP) is unconstitutional, and

ordering that extensive changes be made to the program. That order was reversed on appeal. Gustafson Gluek continues to vigorously advocate for the class on the remaining claims and pursue a resolution that will provide constitutional protections to those civilly committed to the MSOP.

Jihad v. Fabian (D. Minn.)

Gustafson Gluek represented an individual bringing suit against the State of Minnesota, the Department of Corrections and others alleging violations of his religious rights relating to his incarcerations in the Minnesota Corrections Facility in Stillwater. Gustafson Gluek was able to secure a settlement for the plaintiff which involved a change in the Department of Corrections policy to provide plaintiff with halal-certified meals at the correction facilities.

Samaha, et al. v. City of Minneapolis, et al. (D. Minn.)

Gustafson Gluek is representing several peaceful protestors who were subject to excessive force at the George Floyd protests in May 2020. While peacefully protesting, the plaintiffs were subjected to tear gas, pepper spray and other violence. The case sought declaratory and injunctive relief, including a judgment that the City of Minneapolis has a custom, policy and practice of encouraging and allowing excessive force.

Wolk v. City of Brooklyn Center, et al. (D. Minn.)

Gustafson Gluek is representing a peaceful protestor who was subject to excessive force at the Daunte Wright protests in April 2021. While peacefully protesting, the plaintiff was subjected to tear gas, pepper spray, and was shot by a less lethal munition. The case is on-going and seeks both damages and injunctive relief to change the policies of the law enforcement agencies that were involved.

DATA BREACH

Gustafson Gluek PLLC is actively involved in several major data breach cases across the country. Our attorneys work to protect and defend individuals' sensitive personally identifiable information and hold companies accountable when their online security measures fail to protect that valuable information. Our team works on all aspects of these fast-paced cases from investigating breaches, to litigating cases, to reaching favorable resolutions for our clients. As set forth below, attorneys at Gustafson Gluek serve in key leadership roles representing consumers in regional and national data breach cases.

In re 23AndMe, Inc., Customer Data Security Breach Litigation (N.D. Cal.)

Gustafson Gluek represents a proposed class of individuals whose sensitive personally identifiable genetic and health information was accessed by unauthorized persons. This case is in its early stages and has recently been consolidated in the Northern District of California.

In re AT&T, Inc. Customer Data Security Breach Litigation (ND. Tex.)

Gustafson Gluek represents a proposed class of 73 million current and former AT&T customers whose sensitive personally identifiable information was accessed by unauthorized third parties.

Mackey v. UnitedHealth Group Inc. et al. (D. Minn.)

Gustafson Gluek represents a proposed class of millions of individuals who had their Personally Identifiable Information ("PII") accessed by unauthorized parties. That information was stored and controlled by Change Healthcare, Inc., a subsidiary of UnitedHealth Group that specializes in payment management services in the healthcare industry. This case is in the early stages of litigation.

Mekhail v. North Memorial Health Care (D. Minn.)

Gustafson Gluek serves as counsel representing a proposed class of individuals who had their personally identifiable information ("PII") tracked on North

Memorial's website and shared with Meta/Facebook for impermissible marketing purposes in contravention to US Department of Health and Human Services guidelines.

In re Netgain Technology, LLC Consumer Data Breach Litigation (D. Minn.)

Gustafson Gluek serves on the Interim Executive Committee in this matter, where over 800,000 individuals had their sensitive personal information such as billing information, Social Security numbers, patient identifiers, and more were stolen by cyber criminals.

Okash v. Essentia Health (D. Minn.)

Gustafson Gluek serves as counsel representing a proposed class of individuals who had their personally identifiable information ("PII") tracked on North Memorial's website and shared with Meta/Facebook for impermissible marketing purposes in contravention to US Department of Health and Human Services guidelines.

Quaife v. Brady Martz & Associates PC (D. ND)

Gustafson Gluek has been appointed interim co-lead counsel in a case alleging that individuals had their personally identifiable information ("PII") accessed by unauthorized third parties. That information was controlled by Defendant Brady Martz & Associates, PC, which is a firm offering accounting, tax, and audit services. The information in question includes financial account numbers, debit/credit card numbers, security codes, passwords, and PINs.

Salinas, et al v. Block, Inc. et al (N.D. Cal.)

Gustafson Gluek represents a proposed class of millions of consumers whose financial records and information were accessed by unauthorized third parties. This case has reached a proposed settlement valued at \$15 million plus injunctive relief.

PRODUCT LIABILITY

Sometimes, consumers are injured by the products they purchase. Products liability is an area of law that seeks to hold manufacturers of products that have injured individuals responsible for the injuries their defective products caused.

These defective products range from medical devices to vehicles to diapers and many others. Gustafson Gluek PLLC represents consumers against the manufacturers of these defective products and has been able to achieve sizable recoveries on behalf of injured individuals. Below are some representative product liability cases that Gustafson Gluek is currently litigating:

In re FCA US LLC Monostable Electronic Gearshift Litig. (E.D. Mich.)

Gustafson Gluek serves on the Plaintiffs' Steering Committee and represents individuals who owned or leased 2012-2014 Dodge Chargers, 2014-2015 Chrysler 300s, and 2014-2015 Jeep Grand Cherokees. Plaintiffs allege that these vehicles contain defective gearshifts, which allow vehicles to roll away out of the park position. Issue classes have been conditionally certified.

Krautkramer et al., v. Yamaha Motor Corporation, U.S.A. (D. Minn.)

Gustafson Gluek represents a proposed class of individuals who own or lease a range of Yamaha off-road vehicles. Plaintiffs allege that these vehicles are subject to overheating and engine failure due to a defect in the vehicle engines.

Mackie et al v. American Honda Motor Co., Inc. et al. (D. Minn.)

Gustafson Gluek represents a proposed class of consumers who purchased or leased 2019-2021 Honda CR-V and Civic vehicles, and 2018-2021 Accord vehicles equipped with "Earth Dreams" 1.5L direct injection engines. Plaintiffs allege that these vehicles contain an engine defect which causes fuel contamination of the engine oil resulting in oil dilution, decreased oil viscosity, premature wear and ultimate failure of the engines, engine bearings, and other internal engine components, and an increased cost of maintenance.

Reynolds, et al., v. FCA US, LLC (E.D. Mich.)

Gustafson Gluek represents a proposed class of individuals who owned or leased 2018-2020 Jeep Wrangler and 2020 Jeep Gladiator vehicles. Plaintiffs allege that these vehicles contain a defective front axle suspension system that causes the steering wheel to shake violently while operating at highway speeds.

Rice v. Electrolux Home Prod., Inc. (M.D. Pa.); Gorczynski v. Electrolux Home Products, Inc. (D.N.J.)

Gustafson Gluek represents classes of individuals who own an Electrolux microwave with stainless-steel handles. Plaintiffs in these cases allege that these certain microwaves, which were sold to be placed over a cooktop surface, have stainless steel handles that can heat to unsafe temperatures when the cooktop below is in use.

Woronko v. General Motors, LLC (E.D. Mich.)

Gustafson Gluek represents a proposed class of individuals who owned or leased 2015-2016 Chevrolet Colorado and GMC Canyon vehicles. Plaintiffs allege that these vehicles are equipped with a defective electrical connection that causes the vehicles to lose power steering while driving under a variety of conditions. This case is in the initial pleading stage.

Pro Bono & Community

Gustafson Gluek recognizes that those who provide legal services are in a unique position to assist others. The Firm and its members strongly believe in giving back to the community by providing legal services to those in need. The law can make an immense difference in an individual's life; however, effectively navigating the legal system is not an easy task. Providing pro bono legal services promotes access to justice, by giving counsel to those who otherwise would not have it.

In keeping with this commitment to providing representation to those who otherwise do not have access to representation, Dan Gustafson was one of four lawyers who helped develop and implement the Minnesota *Pro Se* Project for the Minnesota Chapter of the Federal Bar Association. Because the Federal Bar Association did not have funding for the project, Gustafson Gluek volunteered to administer the Project during its inaugural year, starting in May 2009, devoting extensive resources to matching pro se litigants with volunteer counsel. In 2010, Chief Judge Michael Davis of the District of Minnesota awarded Dan Gustafson a Distinguished Pro Bono Service Award for "rising to the Court's challenge of bringing the idea of the *Pro Se* Project to fruition and nurturing the Project into its current form." Gustafson Gluek has continued representing clients through the *Pro Se* Project since that time.

Gustafson Gluek Supports the Following Volunteer Organizations

- American Antitrust Institute
- The American Constitutional Society
- Association of Legal Administrators – MN Chapter
- Children's Law Center
- Cookie Cart
- COSAL
- Division of Indian Work
- Domestic Abuse Project
- Federal Bar Association
- Federal *Pro Se* Project
- Great North Innocence Project
- Hennepin County Bar Association
- Innocence Project of MN
- Infinity Project
- Lawyers Concerned for Lawyers
- Minnesota Hispanic Bar Association
- Minnesota Paralegal Association
- Minnesota State Bar Association
- Minnesota Women Lawyers
- MN Chapter of the Federal Bar Association
- Page Education Foundation
- Southern MN Regional Legal Services
- The Fund For Mid-Minnesota Legal Aid
- Volunteer Lawyers Network
- Twin Cities Diversity In Practice

OUR PROFESSIONALS

DANIEL E. GUSTAFSON

Daniel E. Gustafson is a founding member of Gustafson Gluek PLLC. Mr. Gustafson has dedicated his career to helping individuals and small businesses litigate against large corporations for various antitrust, product defect or consumer fraud violations. He has also strived to use his legal skills to represent those who cannot otherwise afford a lawyer. Mr. Gustafson served as an appointed public defender in federal court, he was involved in helping develop the Federal Bar Association's *Pro Se* Project, which coordinates volunteer representation for *pro se* litigants, and he has spent thousands of hours representing individuals on a *pro bono* basis.



In 2019, he was given a lifetime achievement award by the United States District Court for the District of Minnesota, Minnesota Chapter of the Federal Bar Association and the *Pro Se* Project for his exemplary *pro bono* work and extraordinary support of the *Pro Se* Project.

Mr. Gustafson is admitted to practice in the United States District Court for the District of Minnesota, the United States District Court for the District of North Dakota, the United States District Court for the Eastern District of Michigan, the United States District Court for the Western District of Michigan, the United States District Court for the Eastern District of Wisconsin, the United States Courts of Appeals for the First, Third, Fifth, Sixth, Eighth and Eleventh Circuits, the Minnesota Supreme Court and in the United States Supreme Court.

Mr. Gustafson was an adjunct professor at the University of Minnesota Law School for many years, teaching a seminar long course on the “Fundamentals of Pretrial Litigation.”

Mr. Gustafson is a past president of the Federal Bar Association, Minnesota Chapter (2002-2003) and served in various capacities in the Federal Bar Association over the last several years. He was the Vice-Chair of the 2003 Eighth Circuit Judicial Conference held during July 2003 in Minneapolis (Judge Diana E. Murphy was the Chair of the Conference). He is a member of the Hennepin County, Minnesota, Federal, and American Bar Associations.

In September 2011, Mr. Gustafson testified before the House Committee on the Judiciary, Subcommittee on Intellectual Property, Competition and the Internet regarding the proposed merger between Express Scripts and Medco. Mr. Gustafson also testified before the United States Congressional Commission on Antitrust Modernization in June 2005. In addition to congressional testimonies, Mr. Gustafson has authored or presented numerous seminars and continuing legal education pieces on various topics related to class action litigation, antitrust, consumer protection or legal advocacy.

Mr. Gustafson served as a law clerk to the Honorable Diana E. Murphy, United States District Judge for the District of Minnesota (1989-91). Following his judicial clerkship, Mr. Gustafson worked in the fields of antitrust and consumer protection class action litigation. In May 2003, Mr. Gustafson formed Gustafson Gluek PLLC where he continues to practice antitrust and consumer protection class action law.

Mr. Gustafson has been actively involved in many cases, in which he, or the Firm, has been named Lead Counsel, Co-Lead Counsel, Co-Lead Trial Counsel, or Settlement Counsel, including:

- *In re DPP Beef Antitrust Litig.* (D. Minn.)
- *In re Pork Antitrust Litig.* (D. Minn.)
- *3M Earplugs Litig.* (Minn.)
- *In re Syngenta Litig.* (Minn.)
- *In re Broiler Chicken Antitrust Litig.* (N. D. Ill.)
- *In re Medtronic, Inc. Sprint Fidelis Liability Litig.* (D. Minn.)
- *Precision Assocs. Inc. v. Panalpina World Transport (Holding) Ltd.* (E.D.N.Y)

- *In re Medtronic, Inc. Implantable Defibrillators Liability Litig.* (D. Minn.)
- *In re Vitamin C Antitrust Litig.* (E.D.N.Y.)
- *In re DRAM Antitrust Litig.* (N.D. Cal.)
- *The Shane Group, Inc. v. Blue Cross Blue Shield of Michigan* (E.D. Mich.)
- *Karsjens v. Jesson* (D. Minn.)
- *Synthes USA, LLC v. Spinal Kinetics* (N.D. Cal.)
- *KBA-Giori, North America, Inc., v. Muhlbauer, Inc.* (E.D. Va.)
- *Spine Solutions, Inc. v. Medtronic Sofamor Danek, Inc.* (W.D. Tenn.)
- *Dryer v. National Football League* (D. Minn.)
- *In re Asacol Antitrust Litig.* (D. Mass.)
- *In re Wellbutrin SR/Zyban Direct Purchaser Antitrust Litig.* (E.D. Pa.)
- *Reitman v. Champion Petfoods* (C.D. Cal.)
- *Weaver v. Champion Petfoods* (E.D. Wis.)
- *Rydman v. Champion Petfoods* (W.D. Wash.)

Additional Background Information

Education:

- Juris Doctorate (1989)
 - University of Minnesota Law School
- Bachelor of Arts (1986)
 - University of North Dakota

Court Admissions:

- Minnesota Supreme Court
- U.S. District Court for the District of Minnesota
- U.S. Court of Appeals for the First, Second, Third, Fifth, Sixth, Eighth, Tenth and Eleventh Circuits
- U.S. Supreme Court

Recognition:

- Selected by *Minnesota Lawyer* as Minnesota Icon Honoree (2023)
- Richard S. Arnold Award for Distinguished Service (2021)
- Pro Se Project Lifetime Achievement Award (2019)
- Selected by *Super Lawyers* as a Minnesota "Super Lawyer" (2001 - 2023)
- Selected by *Minnesota Lawyer* as Attorney of the Year (2010, 2013, 2017)
- Ranked in the "Top 100 Minnesota Lawyers" by *Super Lawyer* (2012-2023)
- MSBA North Star Lawyer (2012, 2013, 2015, 2018, 2020, 2023)
- American Antitrust Institute Meritorious Service Award (2014)
- Director of The Fund for Legal Aid Board (2014-2018)

- Infinity Project Board Member (2015)
- MWL President's Leadership Circle (2013-2014)
- UST School of Law Mentor (2014-2015)
- AAI Annual Private Enforcement Award and Conference Committee Member (2014-2016)

DANIEL C. HEDLUND

Daniel C. Hedlund is a member of Gustafson Gluek PLLC, having joined the Firm in 2006. Throughout his legal career, Mr. Hedlund has practiced in the areas of antitrust, securities fraud, and consumer protection, and, in 2021, Mr.



Hedlund was named Co-Chair the Firm's antitrust litigation team.

Mr. Hedlund is admitted to practice in the United States District Court for the District of Minnesota, the Eighth Circuit Court of Appeals, and in Minnesota State Court. He is a member of the Federal, American, Minnesota, and Hennepin County Bar associations. Mr. Hedlund is active in the Minnesota Chapter of the Federal Bar Association (FBA), recently completing a term as President for the Minnesota chapter of the FBA. He has previously served in several roles for the Minnesota Chapter including: Co-Vice President for the Eighth Circuit, Co-Vice President Legal Education; Co-Vice President, Special Events; Co-Vice President, Monthly Meetings; Secretary; and Liaison between the FBA and the Minnesota State Bar Association. He has served as Chairman for the Antitrust Section of the Minnesota State Bar Association (MSBA), Secretary for the MSBA Consumer Litigation Section, and is past President of the Committee to Support Antitrust Laws. In addition, he has been appointed twice by the Court to serve on Panels for Magistrate Judge Selection in the District of Minnesota.

In addition to presenting at numerous CLEs, Mr. Hedlund has testified multiple times before the Minnesota legislature on competition law, and before the Federal Rules Committee.

From 2013-2023, he has been designated as a Minnesota "Super Lawyer," in the field of antitrust law. He was also ranked in the Top 100 Minnesota Lawyers by *Super Lawyers* in 2015 and 2017-2021. Mr. Hedlund has served as a volunteer attorney for the Minnesota Federal Bar Association's Federal *Pro Se* Project and

is the recipient of the Minnesota District Court's Distinguished *Pro Bono* Service Award in 2011.

Mr. Hedlund served as a law clerk on the Minnesota Court of Appeals (1997) and in the Fourth Judicial District of Minnesota (1995-1996).

Mr. Hedlund has worked on several cases in which Gustafson Gluek is or had been appointed to leadership positions or been actively involved including:

- *In re Beef DPP Antitrust Litig.* (D. Minn.)
- *In re Broiler Chicken Antitrust Litig.* (N.D. Ill.)
- *In re Interior Molded Doors Indirect Purchaser Antitrust Litig.* (E.D. Va.)
- *In re Pork Antitrust Litig.* (D. Minn.)
- *In re Deere & Company Repair Services Antitrust Litig.* (N.D. Ill.)
- *Bhatia v. 3M Co.* (D. Minn.)
- *In re Dealer Management Systems Antitrust Litig.* (N.D. Ill.)
- *Kleen Prods. v. Intl. Paper (Containerboard Antitrust Litig.)* (N.D. Ill.)
- *In re CenturyLink Sales Practices and Securities Litig.* (D. Minn.)
- *Precision Assocs., Inc. v. Panalpina World Transport (Holding) Ltd.* (E.D.N.Y.)
- *The Shane Group, Inc. v. Blue Cross Blue Shield of Michigan* (E.D. Mich.)
- *In re Vitamin C Antitrust Litig.* (E.D.N.Y.)
- *In re Blue Cross Blue Shield Antitrust Litig.* (N.D. Ala.)
- *In re DRAM Antitrust Litig.*

Additional Background Information

Education:

- Juris Doctor (1995)
 - University of Minnesota Law School
 - Note and Comment Editor: Minnesota Journal of Global Trade
- Bachelor of Arts (1989)
 - Carleton College

Court Admissions:

- Minnesota Supreme Court
- U.S. District Court for the District of Minnesota

Recognition:

- Selected by *Super Lawyers* as a Minnesota “Super Lawyer” (2013 – 2023)
- Ranked in Top 100 Minnesota Lawyers by *Super Lawyers* (2015, 2017 – 2021)
- Minnesota District Court’s Distinguished Pro Bono Service Award (2011)
- Recipient of the Federal Bar Association’s John T. Stewart, Jr. Memorial Fund Writing Award (1994)

Publications:

- Co-Authored “Plaintiff Overview” in Private Antitrust Litigation 2015 – Getting the Deal Through
- Contributor to Concurrent Antitrust Criminal and Civil Procedure 2013 – American Bar Association

DAVID A. GOODWIN

David A. Goodwin is a member of Gustafson Gluek PLLC. When Mr. Goodwin joined the Firm in 2008, he began practicing in the areas of antitrust, securities and consumer protection. Since then, he has represented many small businesses and individuals in litigating their claims against some of the largest companies in the world.



In addition, Mr. Goodwin has served as counsel to many individuals on a pro bono basis through his work with the Minnesota Federal Court's *Pro Se* Project, which matches pro se litigants with pro bono attorneys. Through the *Pro Se* Project, Mr. Goodwin has represented individuals in bringing employment claims, constitutional claims and other civil claims that might otherwise not have been heard.

Mr. Goodwin is admitted to practice in the Minnesota Bar and is admitted to practice in the United States District Court for the District of Minnesota.

Mr. Goodwin is active in the Federal Bar Association on the national level as well as with the Minnesota Chapter. He has served as a National Director of the FBA. He is also a past Chair of the Younger Lawyers Division. Currently, he is an Eighth Circuit Vice President. David is also a Director of the Minnesota Chapter of the FBA, where he serves as the FBA Liaison for the *Pro Se* Project. Mr. Goodwin is also active with the Minnesota State Bar Association, where he has served as a Co-Chair of the Consumer Litigation Section.

Mr. Goodwin is currently or has recently worked on several cases in which Gustafson Gluek is or had been appointed to leadership positions or actively involved including:

- *Kevin Brnich Electric LLC et al. v. Siemens Industry Inc.* (N.D. Ga.)
- *In Re: Group Health Plan Litig.* (D. Minn.)
- *Crowell, et al. v. FCA US, LLC* (D. De.)
- *In Re: Kia Hyundai Vehicle Theft Marketing, Sales Practices, and Products Liability Litigation* (C.D. Cal.)
- *Thelen, et al., v. HP. Inc.* (D. De.)
- *Salinas, et al., v. Block, Inc., et al.,* (N.D. Cal.)
- *Hogan v. Amazon, Inc.* (N.D. Ill.)
- *Krukas et al. v. AARP, Inc., et al.* (D.D.C.)
- *FCA US LLC Monostable Electronic Gearshifts Litig.* (E.D. Mich.)
- *Krautkramer v. Yamaha Motor Corporation, USA* (D. Minn.)
- *Reynolds, et al., v. FCA US, LLC* (E.D. Mi.)
- *Gisairo v. Lenovo (United States) Inc.* (D. Minn.)
- *Kottemann Orthodontics, P.L.L.C. v. Delta Dental Plans Association, et al.* (D. Minn.)
- *In re: Dealer Management Systems Antitrust Litig.* (N.D. Ill.)
- *Karsjens et al. v. Harpstead, et al.* (D. Minn.)
- *Phillips v. Caliber Home Loans* (D. Minn.)
- *Woronko v. General Motors, LLC* (E.D. Mich.)
- *Dryer et al. v. National Football League* (D. Minn.)
- *National Hockey League Players' Concussion Injury Litig.* (D. Minn.)
- *In re Aluminum Warehousing Antitrust Litig.* (S.D.N.Y.)
- *In re: National Prescription Opioids Litig.* (N.D. Oh.)

Additional Background Information

Education:

- Juris Doctor (2006)
 - DePaul University College of Law
- Bachelor of Arts (2001)
 - University of Wisconsin

Court Admissions:

- Minnesota Supreme Court
- U.S. District Court for the District of Minnesota

Recognition:

- Selected by *Super Lawyers* as a Minnesota “Super Lawyer” (2022-2024)
- Selected by *Super Lawyers* as a Minnesota “Rising Star” (2013 – 2018)
- MSBA North Star Lawyer (2012-2016, 2018, 2020, 2021, 2023)

DENNIS STEWART

Dennis Stewart joined Gustafson Gluek PLLC as a member in 2019, opening the Firm's San Diego office. Mr. Stewart comes to Gustafson Gluek with years of experience in litigating antitrust, consumer and securities class and individual actions. His cases have ranged across a wide variety of industries including carbon fiber, credit card fees, interchange, casino gaming, sports broadcasting, college athletics, rental car fees, electronics components, medical devices, medical services, casino gaming, and defense procurement.



He is currently serving as one of the counsel in the leadership group in *In re Payment Card Interchange Fee and Merchant Discount Antitrust Litig.* He also is one of the counsel participating in the representation of End Purchaser Plaintiffs in *In re Packaged Seafood Products Antitrust Litig.* (S.D. Cal.), Commercial and Industrial Indirect Purchaser Plaintiffs in *In re Broiler Chicken Antitrust Litig.* (N.D. Ill.) and one of the trial counsel in *In re: Cathode Ray Tube (CRT) Antitrust Litig.* (N.D. Cal.). Mr. Stewart recently served as one of the counsel who successfully obtained an injunction requiring the National Womens Soccer League to permit a 15 ½ year old womens soccer player to play in the NWSL despite a minimum age rule which would have blocked her participation in the league.

Between 1981 and 1985, he worked for a major San Diego law firm and engaged in a general commercial litigation practice. Between 1985 and 1988, Mr. Stewart served as a trial attorney with the Antitrust Division of the United States Department of Justice. While at the Antitrust Division, Mr. Stewart participated in investigations and trials involving alleged criminal violations of the antitrust and related laws in waste hauling, movie exhibition, and government procurement and was lead trial counsel in the successful prosecution through trial of *United States v. Saff America, Inc.* (D.N.J.).

Since leaving government service, Mr. Stewart has served as Lead Counsel, Principal Counsel and/or Trial Counsel in numerous antitrust, consumer and securities cases, both class and non-class. He was Lead Trial Counsel in *Knapp v. Ernst & Whinney* (9th Cir. 1996), in which a plaintiffs' verdict was returned in a Rule 10b-5 securities fraud class action, and *Hall v. NCAA*, (D. Kan.) in which Plaintiffs' verdicts were returned for NCAA assistant coaches.

Mr. Stewart has also served as Co-Lead Trial Counsel, Co-Lead Counsel, Trial Counsel or played an integral role in the following litigation:

- *Colon v. NCAA* (E.D. Cal.)
- *In re Broiler Chicken Antitrust Litig.* (N.D. Ill.)
- *In re Airline Ticket Commission Antitrust Litig.* (D. Minn.)
- *In re Contact Lens Antitrust Litig.* (M.D. Fla.)
- *In re Lifescan Consumer Litig.* (N.D. Cal.)
- *Carbon Fiber Antitrust Litig.* (C.D. Cal.)
- *In re Currency Conversion Litig.* (S.D.N.Y.)
- *Schwartz v. Visa* (Cal. Sup Ct.)
- *In re Polypropylene Carpet Antitrust Litigation* (N.D. Ga.)
- *Shames v. Hertz Corp.* (S.D. Cal.)
- *In re Broadcom Securities Litig.* (C.D. Cal.)
- *In re: Cathode Ray Tube (CRT) Antitrust Litig.* (N.D. Cal.)

Additional Background Information

Education:

- Juris Doctor
 - Hofstra University
- College of the Holy Cross (1976)

Court Admissions:

- California Supreme Court
- California Court of Appeal
- U.S. District Court for the District of California

Recognitions:

- Selected by *Super Lawyers* as a California "Super Lawyer" (2012 – 2018; 2022)

JOE NELSON

Mr. Nelson joined Gustafson Gluek PLLC as an associate in November 2022 after clerking for the Honorable Kate Menendez at the United States District Court for the District of Minnesota and the Honorable James B. Florey at the Minnesota Court of Appeals.

Mr. Nelson will be practicing in the areas of antitrust, product defect, consumer protection and civil rights. He has already delved into constitutional issue for pro bono cases at Gustafson Gluek and has been investigating potential product defect cases.



Mr. Nelson graduated *cum laude* from Mitchell-Hamline School of Law in 2019. While in law school, he served as an editor on the Mitchell-Hamline Law Review and volunteered with the Self-Help Clinic, which helps individuals represent themselves in court. He also clerked for a Twin Cities plaintiff's employment law firm.

Mr. Nelson is committed to the protection of civil rights, consumer safety, and fair competition.

Additional Background Information

Education:

- Juris Doctor (2019)
 - Mitchell-Hamline School of Law
 - Editor: Minnesota Mitchell-Hamline Law Review
- Bachelor of Arts (2014)
 - Saint John's University

Court Admissions:

- Minnesota Supreme Court
- U.S. District Court for the District of Minnesota

MARY NIKOLAI

Mary Nikolai joined Gustafson Gluek PLLC as an associate in 2019, after clerking for the Honorable Luis Bartolomei, District Judge, Fourth Judicial District of Minnesota. Since joining the Firm, Ms. Nikolai has represented individuals and classes in asserting various consumer fraud and product defect claims. Ms. Nikolai is currently on the litigation team – of which Gustafson Gluek has been appointed to serve as Interim Class Counsel – representing consumers in a class action against Jeep for its manufacturing, marketing, and distributing of Jeep Wrangler and Cherokee 4xe vehicles without disclosing a key defect that prohibits the vehicles from operating in an all-electric mode. Ms. Nikolai was also part of the legal team that took on *Brewster v. USA*, a pro bono case involving a veteran who sustained injuries during his surgery and subsequent treatment at the Veterans Affairs Medical Center. The team overcame a variety of challenges to secure a significant settlement for their client.



Ms. Nikolai is admitted to the Minnesota State Bar and the United States District Court for the District of Minnesota. She is also an active member of the Federal Bar Association and the Minnesota Women's Lawyers, participating as a member of the Partner Leadership Council (PLC).

During law school, Ms. Nikolai clerked for two Twin Cities law firms and was a judicial extern for the Honorable Patrick Schiltz. She was also a Certified Student Attorney at the St. Thomas Interprofessional Center for Counseling and Legal Services, where she represented a family seeking asylum in the United States, which was ultimately granted. She also represented individuals at detained master calendar and bond hearings.

Ms. Nikolai has worked on several cases in which Gustafson Gluek is or had been appointed to leadership positions or been actively involved including:

- *Key v. Breville USA, Inc.* (N.D. Ca.)
- *Crowell v. FCA U.S. LLC* (D. Del.)
- *Krohn v. Pacific Market International LLC* (W.D. Wa.)
- *Havrilla v. Centene Corporation* (N.D. Ill.)
- *Hernandez v. Newrez, LLC* (E.D. Pa.)
- *In re Gerber Products Company Heavy Metals Baby Food Litig.* (E.D. Va.)
- *In re Nurture Baby Food Litig* (S.D.N.Y)
- *In re Plum Baby Food Litig.* (N.D. Cal.)
- *Castorina v. Bank of America, N.A.* (E.D. Va.)
- *Turner et al v. Chipotle Mexican Grill, Inc.* (D. Colo.)
- *Reitman v. Champion Petfoods* (C.D. Cal.)
- *Weaver v. Champion Petfoods* (E.D. Wis.)
- *In re Big Heart Pet Brands Litig.* (N.D. Cal.)
- *Krukas et al. v. AARP, Inc., et al.* (D.D.C.)
- *Bhatia v. 3M Co.* (D. Minn.)
- *Doe v. Hanson et al.* (Minn.)
- *Hudock v. LG Electronics USA, Inc.* (D. Minn.)
- *Brewster v. United States* (D. Minn.)

Additional Background Information

Education:

- Juris Doctor (2018)
 - University of St. Thomas
 - Clinic Student of the Year (2017 -2018)
- Bachelor of Arts (2012)
 - DePaul University

Court Admissions:

- Minnesota Supreme Court
- U.S. District Court for the District of Minnesota

Recognition:

- MSBA North Star Lawyer (2020)
- MSBA North Star Lawyer (2021)

EXHIBIT 6

Gary S. Graifman (*Pro Hac Vice*)
Melissa Emert (*Pro Hac Vice*)
**KANTROWITZ, GOLDHAMER,
& GRAIFMAN, P.C.**
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Nicholas Migliaccio (*Pro Hac Vice*)
Jason Rathod (*Pro Hac Vice*)
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(202) 474-9111; Fax: (202) 800-2730
nmigliaccio@classlawdc.com
jrathod@classlawdc.com

Co-Lead Counsel for the Proposed Class

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION**

MICHELLE SALINAS, RAYMEL
WASHINGTON, and AMANDA
GORDON, individually and on behalf of all
others similarly situated,

Plaintiffs,

v.

BLOCK, INC. and CASH APP
INVESTING, LLC,

Defendants.

Hon. Magistrate Judge Sallie Kim

Case No.: 3:22-cv-04823

**DECLARATION OF ROBERT GREEN
IN SUPPORT OF MOTION FOR
AWARD OF ATTORNEYS' FEES AND
COSTS, AND SERVICE AWARDS**

DATE: December 16, 2024

TIME: 9:30 a.m.

CTRM: C, by videoconference

1 I, Robert Green, being duly sworn, hereby declare under the penalty of
2 perjury as follows:

3 1. I am a member of the law firm of Green & Noblin, P.C. (“G&N”),
4 co-counsel for Plaintiffs Michelle Salinas, Raymel Washington and Amanda
5 Gordon, in the above matter, together with my co-counsel, Nicholas A. Migliaccio
6 of Migliaccio & Rathod, LLP (M&R”) and William B. Federman of Federman &
7 Sherwood (“F&S”). As one of the Plaintiffs’ Counsel, I am fully familiar with the
8 facts contained herein based upon my personal knowledge and the books and
9 records kept in the ordinary course of G&N’s business. I submit this declaration
10 in support of Class Counsel’s application for an award of attorneys’ fees in above-
11 captioned action (the “Action”), as well as for reimbursement of expenses incurred
12 by my firm in connection with the Action.

13 2. As co-counsel for the Class, I was involved in performing the
14 following tasks: pre-litigation investigation of the facts herein; research re
15 potential claims and drafting and redrafting of the initial complaint, managing the
16 filing and service of the complaint and compliance with initial orders from the
17 court after assignment; vetting of and communications with clients, prospective
18 class members and class members; and research and drafting re defendant’s
19 motion to consolidate, along with other procedural and related tasks as requested
20 by Class Counsel.

21 3. The schedule attached hereto as **Exhibit 1** is a summary indicating
22 the amount of time I spent on the various tasks, and the lodestar calculation based
23 on G&N’s current billing rates. The lodestar schedule annexed hereto (Exhibit 1)
24 was prepared from contemporaneous daily time records regularly prepared and
25 maintained by my firm, which are available at the request of the Court.

26 4. The hourly rates for the attorneys and professional support staff at
27 G&N included in **Exhibit 1** are the same rates which have been accepted in other
28 consumer class action litigation the firm has successfully litigated.

EXHIBIT 1

EXHIBIT 1

SALINAS, ET AL. V. BLOCK, INC and CASH APP INVESTING, LLC,
Case No. 3:22-cv-04823
TIME & LODESTAR CHART (By Category)
GREEN & NOBLIN, P.C.
PERIOD: Inception to August 8, 2024

Name/Position	Pre-Litigation Investigation and Fact Analysis	Drafting Complaints (Original, First, Second Amended)	Motion Practice, Drafting Memoranda and Legal Research	Hours	Hourly Rate	Lodestar
Robert Green (P)	2.1	13.1	4	19.2	\$950	\$18,240
TOTAL						

Position Key

P = Partner
SA = Senior Associate
A = Associate
PL = Paralegal

EXHIBIT 2

EXHIBIT 2

SALINAS, ET AL. V. BLOCK, INC. and CASH APP INVESTING, LLC

Case No. 3:33-cv-04823

EXPENSE CHART (By Category)

GREEN & NOBLIN, P.C.

PERIOD: Inception to August 8, 2024

Category	Amount
Computer Research and Electronic Document Retrieval	0
Travel, Hotel, Meals and Related Expenses	0
Photocopying (including commercial or internal copying)	0
Facsimilie and Long Distance Telephone	0
Postage and Overnight Delivery (Fed Ex, UPS)	0
Court Filing Fees/Service of Process Fees	\$402
Mediation Fees	0
Experts/Consultants	0
Process Service	\$340
TOTAL	\$742

EXHIBIT 3



G R E E N & N O B L I N, P. C.

FIRM RESUME

Litigation Approach

The Firm's business strategy is to aggressively develop and pursue opportunities in the field of class action litigation. The Firm's principals have many years of experience prosecuting class action claims relating to antitrust violations, consumer protection, truth in lending practices, financial services, securities offerings, accounting malpractice, breach of fiduciary duties of corporate officers and directors, and products liability.

The aggressive, result-oriented approach to client representation applied by the Firm and its principals has been demonstrated in the following litigation:

- *Wiseman Park v. Southern Wine & Spirits*, Superior Court of Los Angeles County Case No. BC548599. The Firm is co-counsel in this class action alleging violation of California's regulations regarding late fees in the sale of liquor to retailers. The Firm was instrumental in obtaining a ruling of first impression from the California Court of Appeals favoring plaintiffs' position. *Wiseman Park, LLC v. Southern Glazer's Wine & Spirits, LLC*, 16 Cal.App.5th 132 (2017).
- *In re Lithium Ion Batteries Antitrust Litigation*, Case No. 13-md-2420 YGR. The Firm was selected by the Court to serve on the Steering Committee for indirect purchasers' counsel following a litigated selection process. These cases ultimately settled for in excess of \$50 million.
- *In re Domestic Drywall Antitrust Litigation*, Case No. 13-md-2437. The Firm was appointed Co-Lead Counsel for indirect purchasers in this multi-district litigation pending in Philadelphia. These cases settled for approximately \$17 million.
- *John Doe v. SuccessfulMatch.com*, Case No. 1-22-CV-21120, Superior Court of Santa Clara County. Robert Green served as the Lead Trial Counsel in this class action asserting claims under California's UCL and CLRA statutes. In October 2014, a jury awarded the plaintiffs approximately \$1.5 million in compensatory damages and \$15 million in punitive damages. The Court entered judgment on the verdict and added injunctive and declaratory relief. The case later settled as part of a nationwide class in which class members received over 100% of their asserted damages.

-
- *Rutledge v. Hewlett-Packard*, Case No. 1-03-CV-817837, Superior Court of Santa Clara County. The firm served as Lead Counsel of this nationwide consumer class action stemming from the failure of certain HP laptop computers. We were successful in two appeals, resulting in published cases favoring plaintiffs in consumer class actions, *Hewlett-Packard Co. v. Superior Court*, 167 Cal. App. 4th 87 (2008), and *Rutledge v. Hewlett-Packard Co.*, 238 Cal. App. 4th 1164 (2015). In 2018, the Court approved a settlement of \$6.5 million.
 - *In re TFT-LCD (Flat Panel) Antitrust Litigation*, Case No. 07-mdl-1827 SI. The Firm served a critical role developing the evidence that lead to a \$1.1 billion settlement in this indirect purchaser antitrust class action settled earlier this year. Members of the Firm were involved in all phases of the litigation over a five-year period, including research and drafting of our initial complaint and later motions and pleadings, managing document review and deposition preparation teams, and identifying and organizing exhibits and other evidence for trial.
 - *In re Dynamic Random Access Memory (DRAM) Antitrust Litigation*, 02-mdl-1486 PJH. The Firm worked extensively on this indirect purchaser antitrust action, both in San Francisco Superior Court in a coordinated action, and in the federal antitrust action. Principals of the Firm were active in conducting depositions, such as Dell and Nanya executives among others, along with conducting legal and factual research, drafting significant pleadings and running document review teams. The case settled for in excess of \$300 million.
 - *In re Static Random Access Memory (SRAM) Antitrust Litigation*, Case No. 07-mdl-1819 CW. The Firm participated in all phases of this direct purchaser class action from researching and drafting complaints up through and including final trial preparations. The case settled for approximately \$75 million just days before trial.
 - *In re Chase Bank USA, N.A. "Check Loan Litigation*. The Firm served on the Executive Committee running this national MDL proceeding in which JPMorgan Chase & Co., the nation's largest issuer of credit cards, agreed to settle for \$100 million. The case is a class action lawsuit charging that the bank acted improperly when it more than doubled the minimum monthly payment requirement for over 1 million customers who entered into balance transfer loans with "fixed" interest rates. The Court approved the final settlement on November 19, 2012. The Firm was active in prosecuting the action, from origination, through motions, fact discovery, expert discovery, summary judgment and trial preparation. See *In re: Chase Bank, USA, N.A. "Check Loan" Contract Litigation*, 274 F.R.D. 286 (N.D. Cal. 2011).
 - *Hellum v. Breyer (Prosper Marketplace, Inc.) Unregistered Securities Litigation*. Green & Noblin served as counsel for the class in this action asserting the sale of unregistered securities. The action settled for \$10 million in 2014. The court certified a class of approximately 50,000 purchasers of loan notes from Prosper Marketplace, Inc. and denied summary judgment. At the time of settlement, we were preparing for an imminent trial. The Firm's work resulted in a ruling by the Court of Appeal clarifying the pleading

requirements for controlling officers and directors under both California and federal securities laws. *See, Hellum v. Breyer*, 194 Cal.App.4th 1300 (2011).

- *In re Cathode Ray Tube (CRT) Antitrust Litigation*, MDL No. 1917, Case No. 07-5944 SC. The Firm served on document review and deposition preparation teams for this indirect purchaser class action case in the Northern District of California. The case settled for over \$500 million.
- *In re Textainer Partnership Securities Litigation*. Robert Green served as Lead Trial Counsel in these consolidated cases. The cases settled for \$10 million after Plaintiffs obtained a ruling in their favor at the conclusion of Phase 1 of the trial in San Francisco Superior Court. The Plaintiffs asserted breach of fiduciary duty claims in connection with a sale of assets transaction that resulted in the dissolution of six limited partnerships.
- *McKesson Inc. Derivative Litigation*. McKesson-HBOC, Inc. lost \$9 billion in stock market capitalization in one day during April 1999 after announcing that prior financial statements would be restated due to accounting errors. Rather than pursuing the individuals and companies who participated in the conduct that led to the accounting restatements, the company sued its own shareholders in a case that was promptly dismissed by the Ninth Circuit U.S. Court of Appeals. As co-counsel for plaintiff shareholders seeking to recover money on behalf of the corporation from the wrongdoers, the Firm obtained an important decision from the Delaware Supreme Court expanding the rights of shareholders to obtain and inspect corporate documents where there is a proper purpose for investigating potential wrongdoing. *See Saito v. McKesson HBOC, Inc.*, 806 A.2d 113 (Del. Supr. 2002). A substantial settlement on behalf of the Company was approved by the Delaware Chancery Court on February 12, 2006.
- *In re Providian Credit Card Cases*. Robert Green was appointed co-lead counsel in this national class action brought on behalf of Providian credit card customers who were improperly charged late fees, higher interest rates on balance transfers, and fees for add-on products, including Credit Protection, PricePro, Drive Pro, HealthPro, and credit line increases. The San Francisco Superior Court approved a settlement for \$105 million, which covered restitution to Providian customers, "in-kind" payments to customers, and the costs and expenses of the litigation.

Attorneys

Robert S. Green litigates cases of national import across a spectrum of subjects. In antitrust litigation, Mr. Green was named to the Steering Committee of the Lithium Ion Batteries Indirect Purchaser Litigation, and served on important discovery and trial preparation roles in the SRAM, DRAM, and LCD-TFT Thin Film Transistor class actions. In credit card class actions, Mr. Green was one of the Lead Counsel in the Chase Bank "Check Loans" Litigation which settled for \$100 million in 2012 and in the Providian Credit Card Cases that settled for \$75 million in 2001. Mr. Green successfully argued the Ninth Circuit Appeal in *DeMando v. Capital One Bank*. In securities litigation, Mr. Green has been named Lead Counsel by state and federal courts from California to New York, participated in or served as lead counsel in three trials, two of which lasted six months, and obtained settlements of \$35.75 million for Securities Act claims

in the STEC Securities Litigation, \$10 million for unregistered securities claims in the Prosper Marketplace Litigation, and \$10 million for limited partner claims in the Textainer Limited Partners Securities Litigation. In consumer and defective product cases, Mr. Green was a key member of the trial team in a three month trial against Ford Motor Company in connection with Ford Explorer/Firestone Tire Rollover Litigation that resulted in a substantial settlement at the conclusion of the trial. Mr. Green also successfully prosecuted defective computer claims against HP and Toshiba, defective software claims against Sony, defective dashboard electronics claims against Audi and internet fraud claims against Webloyalty.com.

Mr. Green is AV Preeminent Peer Review Rated by Martindale-Hubbell and was named a finalist for Consumer Attorney of the Year in 2013 by the Consumer Attorneys of California in connection with his work on the Chase Bank “Check Loans” Litigation. Mr. Green is recognized as one of the “Super Lawyers” of Northern California. Mr. Green graduated with honors from the University of the Pacific, McGeorge School of Law in 1984. He received his Masters of Business Administration degree from California State University-Sacramento in 1989 and his undergraduate degree with distinction from Oregon State University in 1981. Mr. Green is an active member of the National Association of Consumer Attorneys (NACA). Mr. Green is an Editorial Advisor for the Consumer Financial Services Law Report and is on the Partners’ Council for the National Consumer Law Center. Mr. Green also served on the Board of Marin AIDS Interfaith Network. Publications by Mr. Green include *Developments in Credit Card Litigation*, published by the Review of Banking and Financial Services; and *Litigating Credit Card Cases*, published by the Consumer Advocate. Mr. Green is licensed to practice in California.

James Robert Noblin (retired) practiced complex business litigation from 1984 through 2020, focusing primarily on antitrust and unfair competition cases. Mr. Rob Noblin graduated from Harvard Law School *cum laude* in 1983. He received his undergraduate degree *summa cum laude* from the University of Southern California in 1980. After graduating from law school, Mr. Noblin was a law clerk for the Honorable William A. Norris of the United States Court of Appeals for the Ninth Circuit from 1983 - 1984.

Mr. Noblin tried over 10 cases to a jury as either the lead or a principal trial lawyer, including the six-week trial resulting in a verdict of over \$ 70 million that was upheld in *Image Tech. Services, Inc. v. Eastman Kodak Co.*, 125 F.3d 1195 (9th Cir. 1997). His other representative cases include: *In re Domestic Drywall Antitrust Litig.*, 163 F. Supp. 3d 175 (E.D. Pa. 2016), *Fun v. Leapfrog Enters.*, No. CV 09-916-GHK (VBXx), 2010 U.S. Dist. LEXIS 146641 (C.D. Cal. Sep. 10, 2010), *Newcal Indus., Inc. v. Ikon Office Solution*, 513 F.3d 1038 (9th Cir. 2008) *ABC Int'l Traders, Inc. v. Matsushita Elec. Corp.*, 14 Cal. 4th 1247 (1997); *Knevelbaard Dairies v. Kraft Foods, Inc.*, 232 F.3d 979 (9th Cir. 2000) *Brill Media Co., LLC v. TCW Group, Inc.*, 132 Cal. App. 4th 324 (2005); *Proctor v. Vishay Intertechnology Inc.*, 584 F.3d 1208 (9th Cir. 2009); *Am. Ad Mgmt., Inc. v. Gen. Tel. Co. of California*, 190 F.3d 1051 (9th Cir. 1999) *Consol. Credit Agency v. Equifax, Inc.*, CV-03-1229 CAS(CWX), 2005 WL 6218038 (C.D. Cal. Jan. 26, 2005); *Hanson v. Morgan Stanley Smith Barney, LLC*, 762 F. Supp. 2d 1201 (C.D. Cal. 2011); and *Lori Rubinstein Physical Therapy, Inc. v. PTPN, Inc.*, 148 Cal. App. 4th 1130 (2007).

He also contributed to Chapter 20, *California Antitrust and Unfair Competition Law, Revised Edition*, published by the California State Bar Antitrust and Unfair Competition Section

and has published articles on antitrust topics, including *United States v. AMR Corp. and Judicial Hostility Toward Predatory Pricing Cases*, Antitrust Report (Jan. 2002); *The Tumult in State*

Antitrust Law: Cel-Tech and the California Example in Little FTC Act Cases, Antitrust Report (June 1999); and *The Confluence of Muddied Waters: Antitrust Consequential Damages and the Interplay of Proximate Cause, Antitrust Injury, Standing and Disaggregation*, 13 St. John's Journal of Legal Commentary 145 (1998).

EXHIBIT 7

Gary S. Graifman (*Pro Hac Vice*)
 Melissa Emert (*Pro Hac Vice*)
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 jrathod@classlawdc.com

Co-Lead Counsel for Plaintiffs and the Proposed Class

**UNITED STATES DISTRICT COURT
 NORTHERN DISTRICT OF CALIFORNIA
 SAN FRANCISCO DIVISION**

**MICHELLE SALINAS, RAYMEL
 WASHINGTON, and AMANDA
 GORDON**, individually and on behalf of all
 others similarly situated,

Plaintiffs,

v.

**BLOCK, INC. and CASH APP
 INVESTING, LLC,**

Defendants.

Hon. Magistrate Judge Sallie Kim

Case No.: 3:22-cv-04823

**DECLARATION OF RAYMEL
 WASHINGTON IN SUPPORT OF
 PLAINTIFFS' MOTION FOR AWARD OF
 ATTORNEYS' FEES AND COSTS, AND
 SERVICE AWARDS**

1 I, **Raymel Washington**, being duly sworn, hereby declare under the penalty of perjury as
2 follows:

3 3. I am a competent adult, over the age of eighteen (18), and I am one of the named
4 Plaintiffs and one of the proposed Class Representatives in this lawsuit. I submit this declaration
5 in support of Plaintiff's Motion for Award of Attorney's Fees and Costs, and Service Awards.

6 4. I make this statement of my own personal knowledge, and if called as a witness, I
7 could and would testify competently to the facts below.

8 5. I have never been a plaintiff in a class action lawsuit before deciding to be a
9 plaintiff in this case.

10 6. At no point in this litigation was I promised money to serve as the proposed Class
11 Representative. My main goal as a Class Representative has been to seek the best result for all
12 Class Members.

13 7. I reviewed the Settlement terms reached in this case, and I approve of the
14 Settlement because I believe it is a good and fair result for current and former Cash App users.

15 8. Before starting this lawsuit, I searched diligently for attorneys who could file this
16 lawsuit. I understood that, by filing this lawsuit, I would work with my attorney to represent the
17 best interests of the Class Members.

18 9. I have actively assisted my attorney in all the phases of this litigation to advance
19 the interests of the Class to the best of my abilities. Once retained, I compiled relevant information
20 and documents to assist my attorney in litigating this case.

21 10. As we were preparing to file the Complaint, I provided my attorneys with the
documents and information they needed to draft and file the Complaint. I also discussed the
responsibilities that I would have as a class representative with my attorney, including my

1 responsibility to act on behalf of the interests of all proposed Class Members. I estimate that I
2 spent **10 hours** on these tasks.

3 11. After I became a plaintiff, I complied with my attorney's requests for preserving
4 evidence related to the case.

5 12. As a class representative, I have participated actively in this lawsuit. Over the
6 course of this litigation, I have stayed in regular contact with my attorneys and received regular
7 updates on the case via phone calls and e-mails. I reviewed drafts of court filings sent to me via
e-mail. In total, I estimate that I spent about **10 hours** on these tasks.

8 13. I also reviewed, analyzed, and signed the Settlement Agreement and exhibits. I
9 estimate that I spent approximately **2 hours** on these tasks.

10 14. At all times, I have tried to fairly represent the class. From when I first contacted
11 my attorney's office for an intake until now, I have stayed involved in the litigation. Overall, I
estimate that I spent about **22 hours** on this case.

12 15. I believe that the proposed Settlement obtained on behalf of the Class is fair and
13 reasonable considering the issues involved in this case

14 16. It is my opinion that the Settlement provides for a fair and adequate Service Award
15 for me as a Class Representative in the amount of \$2,500.00. I believe that this is fair and
16 reasonable, considering the work that I have performed in my role as Class Representative.

17 17. It is also my opinion that the Service Award is fair, reasonable, and adequate
18 because, in addition to the many hours spent participating in the prosecution of this case, I
accepted the potential stigma of being a Class Representative in a class action dispute.

19 18. I am prepared to continue to assist with this litigation until judgment and
20 committed to achieving the best possible results for the Class.

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

Respectfully Submitted,

DocuSigned by:

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RAYMEL WASHINGTON

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 Melissa Emert (*Pro Hac Vice*)
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Co-Lead Counsel for Plaintiffs and the Proposed Class

**UNITED STATES DISTRICT COURT
 NORTHERN DISTRICT OF CALIFORNIA
 SAN FRANCISCO DIVISION**

**MICHELLE SALINAS, RAYMEL
 WASHINGTON, and AMANDA
 GORDON**, individually and on behalf of all
 others similarly situated,

Plaintiffs,

v.

**BLOCK, INC. and CASH APP
 INVESTING, LLC,**

Defendants.

Hon. Magistrate Judge Sallie Kim

Case No.: 3:22-cv-04823

**DECLARATION OF AMANDA GORDON
 IN SUPPORT OF PLAINTIFFS' MOTION
 FOR AWARD OF ATTORNEYS' FEES AND
 COSTS, AND SERVICE AWARDS**

1 I, **Amanda Gordon**, being duly sworn, hereby declare under the penalty of perjury as
2 follows:

3 3. I am a competent adult, over the age of eighteen (18), and I am one of the named
4 Plaintiffs and one of the proposed Class Representatives in this lawsuit. I submit this declaration
5 in support of Plaintiff's Motion for Award of Attorney's Fees and Costs, and Service Awards.

6 4. I make this statement of my own personal knowledge, and if called as a witness, I
7 could and would testify competently to the facts below.

8 5. I have never been a plaintiff in a class action lawsuit before deciding to be a
9 plaintiff in this case.

10 6. At no point in this litigation was I promised money to serve as the proposed Class
11 Representative. My main goal as a Class Representative has been to seek the best result for all
12 Class Members.

13 7. I reviewed the Settlement terms reached in this case, and I approve of the
14 Settlement because I believe it is a good and fair result for current and former Cash App users.

15 8. Before starting this lawsuit, I searched diligently for attorneys who could file this
16 lawsuit. I understood that, by filing this lawsuit, I would work with my attorney to represent the
17 best interests of the Class Members.

18 9. I have actively assisted my attorney in all the phases of this litigation to advance
19 the interests of the Class to the best of my abilities. Once retained, I compiled relevant information
20 and documents to assist my attorney in litigating this case.

21 10. As we were preparing to file the Complaint, I provided my attorneys with the
22 documents and information they needed to draft and file the Complaint. I also discussed the
23 responsibilities that I would have as a class representative with my attorney, including my
24 responsibility to act on behalf of the interests of all proposed Class Members. I estimate that I
25 spent ¹⁰ hours on these tasks.

26 11. After I became a plaintiff, I complied with my attorney's requests for preserving
27 evidence related to the case.

1 12. As a class representative, I have participated actively in this lawsuit. Over the
2 course of this litigation, I have stayed in regular contact with my attorneys and received regular
3 updates on the case via phone calls and e-mails. I reviewed drafts of court filings sent to me via
4 e-mail. In total, I estimate that I spent about ¹⁵ hours on these tasks.

5 13. I also reviewed, analyzed, and signed the Settlement Agreement and exhibits. I
6 estimate that I spent approximately ⁵ hours on these tasks.

7 14. At all times, I have tried to fairly represent the class. From when I first contacted
8 my attorney's office for an intake until now, I have stayed involved in the litigation. Overall, I
9 estimate that I spent about ¹⁵ hours on this case.

10 15. I believe that the proposed Settlement obtained on behalf of the Class is fair and
11 reasonable considering the issues involved in this case

12 16. It is my opinion that the Settlement provides for a fair and adequate Service Award
13 for me as a Class Representative in the amount of \$2,500.00. I believe that this is fair and
14 reasonable, considering the work that I have performed in my role as Class Representative.

15 17. It is also my opinion that the Service Award is fair, reasonable, and adequate
16 because, in addition to the many hours spent participating in the prosecution of this case, I
17 accepted the potential stigma of being a Class Representative in a class action dispute.

18 18. I am prepared to continue to assist with this litigation until judgment and
19 committed to achieving the best possible results for the Class.

20 19. I believe that I have diligently, adequately, and fairly represented the absent Class
21 and herein request that the Court finally approve this Settlement and confirm me as Class
22 Representative. I have not placed my own interests above those of any member of the Class but
23 have always kept the Class Members' best interests at heart in this litigation

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

Date: August 12, 2024

Respectfully Submitted,

Signed by:

Amanda Gordon

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AMANDA GORDON

DECLARATION OF MARY T. FRANTZ

I, Mary T. Frantz, hereby declare under penalty of perjury as follows,

I. INTRODUCTION

1. Shortly after the commencement of this case, I was retained by counsel for Plaintiffs to advise on the business practice changes needed to address the cyber security deficiencies in Block, Inc., CashApp Investing LLC (“Cash App” and collectively, “Defendants”) and to assist in negotiating those changes in connection with any potential resolution of Plaintiffs’ claims.

2. I have been asked to consider whether the business practice changes proposed in Section F of the Settlement Agreement¹, if approved, would provide a meaningful benefit to Plaintiffs’, the classes they seek to represent, and other parties whose information CashApp collects, processes, or stores.

3. My opinions are based on my formal education and training, my review and assessment of information provided by CashApp and Plaintiffs’ Counsel, generally accepted sources within the field of information security, and my nearly 30 years of professional experience in cyber security, information technology, and compliance.

4. In my opinion, the business practice changes included in the proposed Settlement Agreement address the industry standard technical and administrative

¹ Class Action Settlement Agreement and Release.

deficiencies that contributed to the Cash App's data breach and if implemented would reduce the risk to consumers of Cash App's payment services platform.

II. BACKGROUND AND QUALIFICATIONS

5. I am the Founder and Managing Partner of Enterprise Knowledge Partners, LLC ("EKP"), a CyberNarus LLC company in Bloomington, Minnesota. EKP is a technology services firm specializing in Cyber Security, Forensics, and Enterprise Architecture. As a Managing Partner of EKP, I have provided a wide range of technology, compliance, and data security services to corporate clients.

6. My educational credentials include four bachelor's degrees from Northern Illinois University in the following fields: Mathematics, Information Systems, International Relations, and Foreign Translation of Spanish, with a minor in French. In addition, I hold a master's degree in business administration from the University of Chicago (with emphasis on International Business Investment/Marketing). I also hold a master's degree in engineering from the Georgia Institute of Technology (with emphasis on Computer Science Engineering). A copy of my resume is attached as Exhibit A, which further details my education, professional experience, and expertise.

7. My cyber security knowledge spans the length of my years of professional experience. I have managed responses to major security incidents, performed information security investigations relevant to insider trading, credit card

fraud, and social engineering attacks. I have conducted dark net investigations, packet-sniffing of mobile/cellular technology, offensive security projects, LAN/WAN/Wireless packet sniffing and analysis, vulnerability scanning, threat intelligence, forensics, penetration testing, cyber incident response, cyber incident remediation, incident handler roles, and cyber security attestation and audits.

8. I have been retained as an expert in nearly three dozen cyber security investigations. In this capacity, I have submitted numerous declarations, affidavits, and reports, and have testified at deposition and trial. I was a designated expert in the following plaintiff matters:

- *Fidelity Ins. Co. v. Express Scripts, Inc.*, No. 4:03-cv-1521-SNL (E.D. Mo.);
- *Kleen Products, LLC v. Packaging Corp. of Am.*, No. 1:10-cv-05711-HDL (N.D. Ill.);
- *In re: Yahoo!, Inc. Customer Data Sec. Breach Litig.*, No. 16-MD-02752-LHK (N.D. Cal.);
- *Andrew Giancola v. Lincare Holdings Inc.*, No. 8:17-cv-02427-MHC (M.D. Fla.);
- *In re: Equifax, Inc. Customer Data Sec. Breach Litig.*, No. 1:17-md-2800-TWT (N.D. Ga.);
- *Adkins v Facebook, Inc.*, No. 3:18-cv-5982-WHA (N.D. Cal.);
- *Kristen Behrens, ESQ., as Administratrix, et al. v. ARCONIC, INC., et al.*, No. 19-cv-264 (E.D. Pa.);
- *In re Marriott Int'l Customer Data Sec. Breach Litig.*, No. 19-md-02879 (D. Md.);

- *In re Solara Medical Supplies Data Breach Litig.*, No. 3:19-cv-02284-H-KSC (S.D. Cal.);
- *In re: Rutter's Inc. Data Sec. Breach Litig.*, No. 1:20-cv-00382 (M.D. Pa.);
- *In re Blackbaud Inc. Customer Data Sec. Breach Litig.*, No. 3:20-mn-02972-JFA (D.S.C.);
- *In re: Mednax Services, Inc Customer Data Sec. Breach Litig.*, No. 0:21-md-02994-RAR (S.D. Fla.);
- *Florida Nat'l Ins. Solutions, Inc. v Welcome Home Dev. Corp.*, Case No.:22-CA-005081 (20th Judicial Circ., Fla.);
- *Medina v BetMGM, LLC*, No. 2:23-cv-00146 (D.N.J.);
- *Mohsen v Veridian Credit Union*, No.: 6:23-cv-02048-KEM (E.D. IA); and
- *Jones v Sturm, Ruger & Company, Inc. and Freestyle Software, Inc.*, No. 3:2022-cv-01233 (D. Conn.).

9. In this matter, I am being compensated purely on an hourly basis, plus actual expenses. My compensation is in no way dependent or contingent on my conclusions, opinions, or the outcome of the matter.

III. INFORMATION REVIEWED

10. Over the past 6 months, I have worked as an expert for Plaintiffs' Counsel in this matter. I have reviewed the relevant production provided by Defendants, the complaints, responses to the complaints, the Declaration of Paul Trone and the Consumer Notices of the Data Breaches provided by CashApp. I have performed threat intelligence to determine the use and impact of compromised

CashApp accounts on the deep and dark web. I have advised Plaintiffs' Counsel as they negotiated the details of the Security Measures agreed to in the settlement agreement.² All of these sources inform the opinions I provide in this Declaration.

IV. REVIEW AND EVALUATION OF BUSINESS PRACTICE CHANGES

11. From the information provided for my review and the results of the investigation, it is clear that Cash App fell short of industry standards.

12. If the Settlement Agreement is approved, the business practice changes required under the Settlement Agreement will improve Cash Apps's information security controls.

13. In the sections below, I provide a high-level explanation for some of the business practice changes included in the Settlement Agreement. In this Declaration, I do not attempt to discuss every business practice change or comprehensively analyze all of the cyber security benefits these changes will provide. Nonetheless, I believe the layperson's explanation I attempt to provide about the cyber security benefits of selected business practice changes amply illustrates the significant benefits these changes will provide to the Consumer Plaintiffs and the classes they seek to represent.

V. AGREED SECURITY MEASURES

² Class Action Settlement Agreement and Release.

14. Cash App has agreed to implement and maintain to following within described measures within their organization.

15. ***Vulnerability Management.*** Defendants have agreed to maintain a program to evaluate and mitigate security risks associated with their product, Cash App. The ability to implement this is predicated upon the continuous training for their information technology personnel, as discussed in the following section.

16. Cash App has also agreed to monitor and measure the results of vulnerability testing using the latest vulnerability tools that include the evaluation of both open source and non-open-source code evaluation. The agreement further requires CashApp to track trending information from the repeated testing, which will enable the developers to document unapproved changes in code with each test and the number of vulnerabilities found and remediated over time.

17. ***Infrastructure/Application Testing.*** Defendants have agreed to implement a security program that includes a dedicated team of hands-on security professionals within the overall product development and testing team. Defendants have already agreed to training their developers to use and detect vulnerabilities in code as defined above in paragraph 15.

18. Most importantly, Defendants have agreed to implement environmental security scans of both the internal, cloud, and externally exposed environment in which the CashApp application resides and is accessed by consumers. The scan will

be enhanced by applying the industry standard vulnerability exposures included in the Payment Card Industry (“PCI”) scanning standards.³ Defendants have agreed to remediate or mitigate vulnerabilities identified by the scans in a timely manner.

19. Finally, the settlement agreement requires CashApp to be penetration tested by a qualified third-party that also utilizes the PCI scanning standard.

20. ***SOC2 Type II Attestation.*** The settlement agreement requires CashApp undergo an annual SOC2 Type 2⁴ cyber security compliance attestation by a third-party accounting firm authorized to perform the assessment. The SOC2 audits the ability of Cash App to handle and protect sensitive information and ensures its organizational structure budgets and provides trained and adequate resources to provide for the security, availability, processing integrity and confidentiality of consumer sensitive data.

21. Overall, these agreed to security measures should enable Cash App to meet or exceed industry security standards to help detect and prevent future breaches of consumer data.

³ The PCI scan looks for publicly exposed ports on devices and services that could be found and exploited by an external hacker.

⁴ The American Institute of Certified Public Accountants (AICPA) developed Service Organizational Control ((SOC) framework to audit up to five trust service principles (TSPs): Security, Availability, Processing Integrity, Confidentiality, and Privacy. The Type 2 is designed to audit and test up to six months or more of practices to ensure the trust principles are applied consistently over time.
https://us.aicpa.org/content/dam/aicpa/interestareas/frc/assuranceadvisoryservices/downloadabledocuments/soc2_csa_ccm_report.pdf.

VI. ESTIMATED COST OF SECURITY MEASURES

22. The estimated cost of the agreed to security measures over five years include the assumptions that CashApp has up to 5,000 endpoints, 4,000 employees and contractors, and five major U.S. locations. Its software engineering team is approximately 1,500 personnel.⁵

23. The cost of the Vulnerability Management Program including monitoring, alerting (recognizing), and analyzing trends typically include the implementation of an enterprise SIEM⁶. An enterprise wide, automated SIEM with the recommended analysis and storage of at least one year of active log trends and four years of archived/compressed logs costs approximately \$500,000 for first year licensing assuming production and test, implantation costs, many ingestion points, a high data volume and ingestion rates, customized ingestion, and compliance reporting modules. It is also assumed the SIEM will be separate but ingested from an Endpoint Detection and Response (EDR) solution and designed with High Availability (HA). Over five years it is estimated to cost Defendants \$250,000 per year with a 5% annual inflation of follow-on maintenance.

24. Total cost for the Vulnerability Management Program over five years is estimated at \$1,600,000. This cost does not include the personnel needed to review

⁵ LinkedIn profile of Tom Adams, Head of Engineering for Cash App.

⁶ SIEM is a Security Incident and Event Management system.

and respond to alerts, which typically is an added dashboard onto existing help desks.

25. Infrastructure and Application testing includes the additional hires of qualified, dedicated, hands-on, security professionals. Cash App's software engineering team and most other technology appears to be located in San Francisco and the average salary of an experienced pen tester is \$175,000 with salaries and benefits⁷. Assuming a 5% increase per year and fifteen⁸ dedicated security analysts and pen testers, that equates to \$9,700,000.

26. For continuous scanning, it is typical to implement an automated DevSecOps⁹ solution and process using existing tools and services. Many of the tools used by typical software engineering teams include built-in static and dynamic security scans. Many SIEM tools, as described above, include modules that support DevSecOps. The use of Software Bill of Materials (SBOM)¹⁰ is also included in many developer platforms. Implementing the processes into the automated release of software has minimal, almost negligible cost. However, the implementation of

⁷ Salary.com.

⁸ This is a conservative number because the estimated size, according to LinkedIn, of software engineers is approximately 1500 employees and contractors none of whom appear to be classified as security software engineers.

⁹ DevSecOps is an application development practice that automates the integration of security practices at every phase of the software development lifecycle.

¹⁰ An SBOM is becoming industry standard and is required in multiple industries. The SBOM creates a bill of materials, or a parts list, for all software components, modules, libraries, and more and will check for license ownership, updates, known vulnerabilities, interdependencies and origins of the software module. It is a critical tool used for software security and software supply chain management that helps assess risks from third-party software and validate compliance.

enterprise-wide scanning for all vulnerabilities and endpoint detection and response for the number of endpoints is estimated at an annual cost of \$200 per endpoint¹¹ for an estimated 5,000 endpoints. With an added factor of support and monitoring of the regular vulnerability scans on endpoints is estimated at \$1,200,000. A 5% inflation factor per year with a five-year total of \$5,500,000.

27. Annual security training for technology employees is best achieved with computer-based training (“CBT”) or Learning Management System (“LMS”).¹² For an employee and contractor user base the estimate for a customizable platform with all related training modules for compliance and security, and the ability to customize is approximately \$800,000. Training for security personnel and developers is estimated at \$5,000 per employee to maintain and renew industry level security training with certification. Assuming 25% of the IT employees¹³ have at least one certification class a year, this equates to \$1,875,000 per year. The cost of certifications is currently decreasing; therefore, no inflation rate is assumed and the cost of maintaining training for both enterprise wide and security / IT training is estimated at \$9,000,000.

¹¹ According to Bitlyft and AceCloud the average cost of premium EDR per endpoint is \$16 / month / endpoint.

¹² Trainingindustry.com estimate at \$500 per IT employee for 1700 employees.

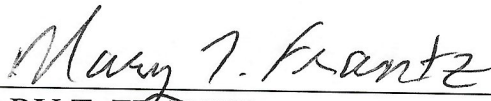
¹³ Assume 1500 software engineers and at least 200 infrastructure and IT support personnel.

28. An annual SOC II Type 2 attestation per year for a company the size of Cash App and its multiple locations is estimated at \$200,000 per year with an inflation rate of 10% over five years equates to approximately \$1,000,000.

29. Annual security assessment by a third party is estimated at \$100,000 per year with a 10% inflation rate per year over five years is approximately \$600,000.

I declare under penalty of perjury, under the laws of the United States of America, that the above statements are true and correct.

Executed on this the 15th day of August 2024, in Bloomington, Minnesota.



MARY T. FRANTZ

EXHIBIT A: FRANTZ RESUME

Professional Experience

CYBERNARUS d/b/a ENTERPRISE KNOWLEDGE PARTNERS, LLC.

Founded EKP, LLC in 2004, a global consortium of partners and experts who perform services in Cyber Security, Forensic Investigations, Compliance and Audits, and Enterprise Cloud Architecture. In August 2023, EKP merged with two other complementary firms creating CyberNarus with Mary Frantz as co-founder / partner and acting CISO for joint organization.

CISO/CTO/CIO Roles

Hired as virtual or acting CISO, CTO and CIO terms of 6 months to 4 years:

- Perform pre-audit preparation for medical device, health care FDA and HIPAA
- Work with state Attorney General offices, law enforcement for the investigation of hate crimes.
- Virtual CISO for six technology startups including Edwards AI, Verata Health (now Olive AI), Prescriptive Health, Glen Eagle Financial Advisors, and Micah Group.
- Acting CISO for six to twelve months for four fortune 100 firms
- Virtual CIO and CTO for small and medium businesses up to two years including ATS Medical (purchased by Medtronic), Nystrom Construction, Imagine Print Solutions

Technology Strategy

- Created enterprise architecture and infrastructure transformation strategies
- Built global enterprise SOCs
- Developed technology strategy & alignment to corporate goals and objectives for Fortune 100 firms
- Created system and information consolidation strategies for large M&A
- Designed, budgeted and lead implementation of ERM, Claims, ERP (SAP, Oracle, Lawson/Infor, Epic, Exact, and many others)
- Testified for state and federal legislators on identity and access management systems, secure health care / PBM claims adjudication processes, managed care benefit utilization statistical calculations and related, RICO, ERISA, foreign influence in social media, and social media as a threat vector.

- Architected and designed big data constructs and built AI abstraction engines using Hadoop, Mongo (Cosmos), Cassandra, Hive, Data Bricks, and others.
- Implemented blockchain for enterprise authentication/authorization and using distributed hash
- Implemented DevSecOps

Security / Incident Response:

- Facilitated incident response TTXs, designed and managed red and purple teams
- Acting primary incident handler for multiple cyber events
- Performed vulnerability scanning, penetration testing using commercial tools and manual methods
- Lead internal investigations and darknet research, darknet identity theft investigations
- Provided expert testimony, expert reports and lead investigations for over thirty incidents including Equifax, Yahoo, Marriott/Starwood, Facebook, Mayo Clinic, Banner Healthcare, Apple, CapitalOne, Rutters Farm Stores, Wawa, and T-Mobile.

Forensics & Investigations:

- Performed device and cloud forensic collection/imaging
- Analyzed and threat hunted device (IoT) infections and use as mobile botnets
- Managed and performed forensic memory analysis
- Trace and triangulate mobile device connections for real time and posthumous analysis
- Testifying experience in multiple cloud and device forensic investigations

Audit / Compliance

- Hired by accounting firms to perform the testing and validation for audits: FISMA, NIST CSF, HIPAA Security, CSA, OCC, HITRUST, Sarbanes Oxley, FedRAMP, ISO, SAE16/18, NY DFS 23 NYCRR C500.
- Testified before congress on Safe Harbor, Privacy Shield, GDPR, Identity and Access Management, Social Media, HIPAA, NIST, MITRE Att&CK.

CARLSON MARKETING GROUP, INC., Plymouth, MN

Sr. Director, Architecture & Security Services: Responsible for IT applications architecture, security and audit compliance, privacy, litigation support, application

development and IT service marketing strategy for both internal and external customers. Customers included US Government Travel Office, Merck, Visa, Target Corp., Northwest Airlines, British Airways, Certegy, State Farm Insurance, MBNA, Bates Casket Co., Hewlett Packard, and Hallmark.

Achieved eight commendations for innovative leadership.

Developed the common architecture and security framework.

Created defensible practices and responsible for contract drafting oversight and contract audit.

Led and managed matrix teams throughout IT and Operations to perform the following:

- An enterprise service-oriented architecture and identity management strategy
- Infrastructure (server /mainframe, and network capacity) planning strategy and implementation
- Enterprise business architecture strategy planning, including marketing and sale's organizational structure
- Development of product and service pricing strategies; sales presentations and RFP responses
- Developed two-year strategy plan for compliance with SOX, HIPAA, Visa CISP / MC DSP and ISO17799
- Primary representative for litigation support and eDiscovery for corporate systems

CONSULTANT

Hired on retainer or hourly for multiple roles:

- Lead eDiscovery of email; help desk and eCommerce systems for Land O'Lakes v Farmland Feed.
- Created successful bid for large corporate partnership agreement on behalf of two local consulting companies for Data Warehouse / CRM implementation and Oracle 11i upgrade.
- Performed assessment and merger recommendations, due diligence
- New business venture development assessments
- RFP and proposal project management
- Applications Architecture Strategy and Business Process Assessment for medium sized medical manufacturing firm; resulted in operational savings in excess of \$1M annually after expenses (CenterPulse / SpineTec).

- Integration of Purina Mills and Terra Industries for Land O Lakes with subsequent relocation and closing of farm animal feed locations; simultaneous management of 119 networked co-op locations throughout the US for feed and seed
- JDE, Oracle, PeopleSoft, SAP conversions and implementations

ORION CONSULTING, INC., Bloomington, MN

ERP, Compliance Technology and Operations Strategy Practice Lead

Overall responsibilities included directing the individual consulting industry verticals in strategic assessments primarily based on technological support of business strategy objectives for world-wide client base.

- Formulated proposals, client presentations and advising on strategic directions for business functional and technical teams
- Contracted team for large defense manufacturing organization to develop long term business and technology strategy
- Developed BPA strategy for realignment within Oracle 11i applications (improved use of BOM, Inventory, and eProcurement modules, implementation of VAT tax systems, GL consolidations of multi-org environments)
- Managed and developed industry partnerships in the CRM, ERP (Oracle), and the B2B/C software applications practices.
- Authored white papers on CRM, Knowledge Management, and Identity Management

NOVELL, INC. (w/ Google) Provo, UT / San Jose, CA

Sr. Director, Global e-Business Engineering New Product Management & Architecture:

Senior director of global IT architecture and identity management product engineering for five (5) countries. Worked with marketing to demonstrate and customize security products. Participated in congressional lobbying and provided testimony for tools designed to reduce identity theft, lobbying for EU recognized safe harbor provisions, and various security and privacy legislative issues. Enterprise-wide business engineering product/project management regarding all enterprise applications including Oracle ERP and Seibel, PeopleSoft, VAT tax systems, ecommerce "bolt-on" applications for Novell's ASP / ISP presence for

channel on-line sales, outsourcing retail sales distribution and product warehousing, and IDM/SSO zero-day start product using LDAP SSO. In addition, achieved proven operational savings exceeding \$2.5M. External clients included, but not limited to, Hewlett Packard, Oracle, Republic of Germany (country), CNN, US Airforce, and 3M. Provided corporate expert witness testimony (Microsoft, Xerox, Siebel).

Global Program Director, ITS Applications Architecture:

Responsible for global teams in five (5) countries implementing and managing global data warehousing and web portal solutions (Cognos, Brio, MicroStrategy, and Hyperion); Enterprise project/program management guidelines / governance; implemented collections system for Finance; ISO 9000 certification; all manufacturing systems of gold master CD's and related global distribution of product via online sales and distributors.

Manager, Business Applications and New Technology:

Developed hardware specifications and budget for strategic 3-year implementation plans and provided technical consultation with executive level customers explaining business values of technical decisions and computing ROI. Direct reports consisted of 45 contractors and 12 Novell senior developers. Managed employees in the Dublin (Ireland), San Jose (CA), and Orem/Provo (UT) offices.

Manager, Global Financial Applications:

Management of all business financial application services for Novell in 7 different countries including contract management and sales tools.

TOTAL SYSTEMS SERVICES, Columbus, GA / Global

Product Manager / Assistant VP, Total Access:

Created the Total Access SAS consulting team providing on-site consulting services for portfolio and custom credit analysis applications and national/international credit card fraud investigations. Customers included but not limited to GEFCF, GE Fleet, Banjercito, Banco Central de Mexico, Royal Bank of Canada, Peoples Bank, Bank of America, Federal Reserve of Chicago and Minneapolis, Nations Bank, and Wells Fargo. Overall quarterly net revenue generation exceeded \$1M in consulting services / licensing fees, and \$800K in custom package development.

FMC / MCI TELECOMMUNICATIONS, Atlanta, GA / Dallas TX

MCI Team Lead/Project Lead Corporate Business Engineering, Atlanta GA

Overall responsibility for customer-based and MCI enterprise large corporate voice and data line design, development and implementation.

MCI Team Lead: Sr. Systems Analyst, Atlanta, GA

Awarded small business Director's Club award three consecutive quarters for highest performing team.

Team was responsible for managing the outsourced Microsoft call center systems and analyzing voice and data line minutes and revenue for small business services division.

FMC Consultant / Project Team Lead, Dallas, TX

Managed resource measurement analysts team including production conversion of MVS 3.3 to MVS 4.2; conversion from Pace Kommand Chargeback systems to MICS Accounting and Chargeback; upgrade from SAS 5.18 to SAS 6.07. Resource measurement for all defense and navel R&D and manufacturing facilities, FMC Gold, Food Manufacturing (FMG) and Airline Equipment divisions (AED). Analyzed and testified for the Tariff 12 AT&T agreement on behalf of FMC, US Senate hearings

FMC Resource Measurement Analyst, San Jose CA and Dallas TX

Responsible for primary support and maintenance for internal and external customer chargeback systems on all platforms and Capacity planning on four platforms including voice and data primarily to support Gulf War activities including Telco fraud investigations, system security and contract baselining for Department of Defense, foreign language translation of project requirements for international customers.

Education & Professional Certifications

Education / Honors:

Top 10 Most Influential Women in Technology 2020

Analytics Insight Magazine

Visionary Leadership Award – Cyber Audit

2019 State of Minnesota, Office of the Governor / University of MN, Morrie Awards

Minnesota Academy of Science and Engineering

Lead Judge State Science and Engineering Fair for MS and HS– Technology, Physics and Engineering (2014 – present)

STEMConnector

Top 100 Leaders in STEM 2016

Enterprising Women Magazine

2016 Enterprising Woman of the Year

2017 Foundation Award Winner

Northern Illinois University – Appointed Executive In-Resident

2018 MIS Experiential Learning Center for MIS candidates

Business Journal – Twin Cities

2008 Top 25 Women to Watch

National Organization for Women Business Owners – National and MN Chapter

2007 Young Businesswoman of the Year

National Organization for Women Business Owners – MN Chapter

2005 Recipient of the “Woman on the Way”

Bachelor of Science – Northern Illinois University, Dekalb, IL

Concentration: Information Systems and Operations Management

Bachelor of Science – Northern Illinois University, Dekalb, IL

Concentration: International Relations

Bachelor of Arts – Northern Illinois University, Dekalb, IL

Concentration: Foreign Language Business Translation (Spanish & French)

Bachelor of Arts – Northern Illinois University, Dekalb, IL

Concentration: Math / Statistics

MBA, University of Chicago

Concentration: International Business/International Finance and Investment

MS, Georgia Institute of Technology, Atlanta, GA and University of Texas at Arlington (1997)

Masters of Engineering - Computer Science Engineering

Activities, Boards, Memberships & Certifications

MN Cyber Range – Instructor via Metro State College

Certified Ethical Hacking and Networking Adjunct Professor – University of Minnesota

Board Director, Minnesota Academy of Science, Minnesota Academy of Applied Sciences – Treasurer

Advisory Board, Enterprising Women International and Enterprising Woman Magazine

Advisory Board, Cyber Security Summit
Advisory Board, NATO Women Peace and Security
Elected School Board Director, Chair– Prior Lake / Savage District 719 (2016 – present)
Southwest Metro Intermediate District – Board of Directors
Adjunct/Guest Expert, Mayo Clinic - Board of Trustees through 2017
Association for Records Management (ARMA) - chapters in MN, Chicago, and Dallas through 2018
Millennial Leaders, Upper Midwest Chapter 2006-2018
Women in e-Discovery, Lead Sponsor- Twin Cities, 2012 to present
APICS – Chicago chapter, non-active certification in Inventory (JIT) and MRP II
National Organization for Women Business Owners (NAWBO)
Information Systems Audit and Control Association (ISACA)
Performance Measurement Association (PMA)
International Standards Organization (ISO) - contributing member
Enterprise Architecture Community (EA)
HITRUST CSF contributing member
Health ISAC (H-ISAC)
CISSP Certified Information Systems Security Professional
CISA Certified Information Systems Auditor 2007, recertified June 2012
CEH Certified Ethical Hacker certified 2009, re-certified March 2013 CEHv7, 2019 CEHv9, CEHv10
CPT Certified Penetration Tester (InfoSec Institute)
CIPP Certified Privacy Professional – US and EU (non-active)

This is a report only. No board action is requested.

ii. Adoption of Resolution Calling the Special Election

The following resolution will be presented for board action:

RESOLUTION CALLING THE SPECIAL ELECTION

Motion _____ Second: _____

Roll call vote is requested.

Superintendent Thomas

e. Budget Timeline for 2024-25

The draft budget timeline will be presented. Board action is requested.
Executive Director of Business Services Fredrickson

Motion: _____ Second: _____

Discussion:

All in favor: _____

Opposed: _____

f. Set Levy Meeting Date – do we also set a date for the board election?

The levy meeting will be held on Monday, December 9, 2024 at 6:00 p.m. at the beginning of our regular board meeting.

Motion: _____ Second: _____

Board action is requested.

Executive Director of Business Services Fredrickson

All in favor: _____

Opposed: _____

12. POLICY

Board Chair Frantz | Board Policy Committee

a. **BOARD POLICY SECOND | FINAL READING OF POLICY**

This policy has been reviewed/read prior to this second reading/final action. Board action is requested.

i. Policy 525.1: Student Use of Personal Electronic Devices

The Policy Committee has reviewed this policy. Board action is requested.

13. ADMINISTRATIVE REPORTS

a. Superintendent Report

b. Administrative Reports

c. Board Reports

14. FUTURE EVENTS

Future Events as follows:

- * Last Day to File Affidavit of Candidacy for the School Board - August 13, 2024 - DSC
- * New Teacher Inservice - August 19-21, 2024 - DSC
- * Back-to-School Event - August 22, 2024 - PLHS Parking Lot - 4:00 to 7:00 pm
- * School Board Study Session - August 26, 2024 - DSC - 6:00 pm
- * District/Building Inservice Staff Days - August 26-29, 2024
- * Start of the 2024-25 School Year - Gr. 6 & 9- September 3, Gr. 7-12 September 4, Gr. K-5 September 5

Committee meetings: Finance Committee – August 15 at 8 a.m. at the DSC

Executive Committee – August 19th at 7:30 a.m. at the DSC?

Teaching and Learning committee – October 9 at 4 p.m. at the Oakview
Room at Hidden Oaks

Policy Committee – October 10th at 7 a.m. at the DSC

15. ADJOURN

I need a motion to adjourn the meeting:

All in Favor: _____

Opposed: _____

That passes 7 – 0.

Meeting is adjourned.