IN THE UNITED STATES DISTRICT COURT FOR THE WESTERN DISTRICT OF MISSOURI WESTERN DIVISION

T.R. et al., Plaintiffs, v. CLAY-PLATTE FAMILY MEDICINE CLINIC, P.C., et al., Defendants.	)))))))))))	Case No.: 4:24-cv-00704-SRB

PLAINTIFFS' MOTION FOR ATTORNEYS' FEES, EXPENSE REIMBURSEMENT, AND SERVICE AWARDS, AND SUGGESTIONS IN SUPPORT THEREOF

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Plaintiffs respectfully move this Court for entry of an order (1) awarding attorneys' fees of $333,333.33, equal to one-third of the $1,000,000 non-reversionary Settlement Fund; (2) reimbursing Plaintiffs' Counsel for reasonably incurred litigation costs and expenses in the amount of $10,799.98; and (3) approving service awards of $2,500 for each of the thirteen Named Plaintiffs. The legal and factual bases supporting these requests are set forth below and in the accompanying Declaration of J. Austin Moore ("Moore Decl."), attached hereto as Exhibit A.

I. INTRODUCTION

This Settlement provides an excellent result for approximately 53,916 patients whose personal and protected health information was potentially compromised in the June 2024 Data Incident at issue. Class Counsel secured a $1,000,000 non-reversionary Settlement Fund that will fund reimbursement of Documented Losses of up to $15,000 per eligible claimant, *pro rata* Cash Fund Payments from the Net Settlement Fund, and three years of Medical and Credit Monitoring Services through CyEx's Medical Shield Total program, which monitors both financial and healthcare-related identifiers and includes up to $1,000,000 in identity-theft insurance. Defendants also agreed to implement and maintain data-security business practice commitments, funded separately from the Settlement Fund and enforceable by the Court, for a period of no less than five years. The Court has already found this relief to be "an excellent result for the Settlement Class" in light of the risks associated with data breach cases. Doc. #87 at 2-3.

The requested fee of $333,333.33 is the amount disclosed in the Settlement Agreement and the Court-approved Notice: one-third of the common fund. Doc. #82-1 ("Agreement") ¶ 85; Doc. #87 at 3. It is also the percentage this Court and other courts in the Eighth Circuit regularly approve in complex common-fund cases. The request is based solely on the Settlement Fund; Class Counsel do not seek any additional fee based on the value of Defendants' separate business practice commitments or on any asserted retail value of the Medical and Credit Monitoring Services. And the Settlement is not conditioned on approval of any particular fee, expense reimbursement, or service award. Agreement ¶¶ 84, 86; Doc. #87 at 3.

The percentage is supported by the work performed and the risks assumed. Counsel investigated the Data Breach, retained experts, coordinated and consolidated multiple related actions, prepared the Amended Complaint, opposed a motion to dismiss, served written discovery, participated in a full-day mediation, continued litigating while negotiating a detailed term sheet, conducted confirmatory discovery concerning Defendants' financial condition and available resources, negotiated the final Settlement Agreement and notice documents, and completed the competitive vendor process and additional diligence required by the Court. Doc. #82-2 ¶¶ 2-7; Moore Decl. ¶¶ 2-3. All work was undertaken without any guarantee of payment. Class Counsel also remain responsible for obtaining final approval, responding to any objections, overseeing notice and claims administration, addressing implementation issues, and remaining involved through distribution and completion of the Settlement. Moore Decl. ¶¶ 4-5, 10.

The requested fee is also reasonable under a "lodestar cross-check." Although such a cross-check is not required in the Eighth Circuit, comparing the requested fee to Plaintiffs' Counsel's lodestar confirms the reasonableness of the request because the fee sought is significantly less than Counsel's lodestar.

Finally, Plaintiffs' Counsel request reimbursement of expenses in the amount of $10,799.98, and approval of service awards of $2,500 each to the Named Plaintiffs to compensate them for their efforts on behalf of the Settlement Class. The Named Plaintiffs supplied information and documents, remained informed and engaged throughout the litigation and settlement process, and worked with counsel to advance the claims on behalf of the Settlement Class. For these reasons, the requested fees, expenses, and service awards should be approved.

II. BACKGROUND

A. Summary of the Litigation and Settlement.

A detailed history of this litigation and the terms of the Settlement is set forth in Plaintiffs' Suggestions in Support of their Unopposed Motion to Direct Class Notice and for Preliminary Approval of Proposed Class Action Settlement (Doc. #83) and the supporting Declaration of J. Austin Moore (Doc. #82-2). Highly summarized, this Action arises from a data security incident on or around June 26, 2024, during which Plaintiffs allege that a third-party cybercriminal gained unauthorized access to Defendants' network environment and exfiltrated personally identifiable information ("PII") and protected health information ("PHI") concerning approximately 53,916 current and former patients of Defendants. The private information potentially accessed included names, Social Security numbers, dates of birth, addresses, confidential medical information, gender, and telephone numbers. Doc. #82-2 ¶ 2.

Plaintiffs T.R., D.S., and T.S. filed their Complaint on October 29, 2024. On January 27, 2025, Plaintiffs filed an Amended Complaint on behalf of thirteen plaintiffs, consolidating claims and parties from multiple related actions pending in Missouri state and federal courts, all arising from the June 2024 data breach. Doc. #82-2 ¶ 3; Doc. #13. The Amended Complaint asserted causes of action for negligence, negligence *per se*, breach of implied contract, breach of the fiduciary duty of confidentiality, invasion of privacy by public disclosure of private facts, invasion of privacy, negligent training and supervision, and violations of the Missouri Merchandising Practices Act. Doc. #13. On July 31, 2025, Defendants moved to dismiss the Amended Complaint. Docs. #54, 55. That motion was fully briefed, and on November 3, 2025, the Court issued an order granting the motion in part and denying it in part. Doc. #82-2 ¶¶ 4-5; Doc. #70.

While the motion to dismiss was pending and thereafter, the Parties pursued settlement. They exchanged documents and information sufficient to evaluate the material strengths and weaknesses of the claims and defenses, and on September 2, 2025 participated in a full-day mediation before Thomas V. Bender, an experienced mediator in complex civil litigation. The mediation did not produce an immediate resolution, but it narrowed the issues and framed continued negotiations. Plaintiffs continued to press the litigation while counsel negotiated over the ensuing months. The Parties executed a detailed term sheet on January 16, 2026. Plaintiffs thereafter conducted confirmatory discovery, including discovery concerning Defendants' financial condition and available resources, and Class Counsel considered the scope and limitations of available insurance coverage before finalizing the Settlement Agreement. Doc. #82-2 ¶¶ 4-7, 21-22.

The resulting Settlement provides meaningful, multi-faceted relief. The non-reversionary Settlement Fund pays Approved Claims for Documented Losses up to $15,000 per claimant; Cash Fund Payments from funds remaining after required Settlement obligations; three years of Medical and Credit Monitoring Services through CyEx Medical Shield Total; notice and administration; taxes; service awards; and any Court-approved fee and expense award. Agreement ¶¶ 38, 41, 44-53; Doc. #82-2 ¶¶ 8-12, 17-19. Medical Shield Total includes three-bureau credit monitoring, healthcare-identifier monitoring, dark-web and high-risk transaction monitoring, real-time alerts, victim assistance, and up to $1,000,000 in identity-theft insurance. Agreement ¶ 18; Doc. #82-2 ¶¶ 12-15. Defendants' separate business practice commitments include enhanced cybersecurity training, policies and safeguards, access controls, and monitoring and incident-response procedures for no less than five years. Agreement ¶¶ 60-61; Doc. #82-2 ¶ 16.

On April 7, 2026, Plaintiffs moved for preliminary approval. Docs. #82-83. After directing additional disclosures concerning the proposed Settlement Administrator and monitoring vendor (Docs. #84, 85), the Court approved Angeion Group, LLC and CyEx and, on June 16, 2026, granted preliminary approval. Doc. #87. The Court found that it would likely approve the Settlement as fair, reasonable, and adequate; that the relief fell well within the range of possible approval; that the Settlement Class Representatives and Class Counsel had adequately represented the class; and that the Settlement was the product of arm's-length negotiations. Doc. #87 at 2-4. The Court also found that the provision for fees up to one-third of the Settlement Fund and reimbursement of litigation expenses supported preliminary approval because the Settlement is not conditioned on approval of those requests. *Id*. at 3.

B. Class Counsel's Work, Risk, and Contingent Undertaking.

The Settlement is the product of substantial work by counsel experienced in data breach and complex class litigation. Counsel investigated the incident, the categories of Private Information involved, the legal duties and claims implicated, and the practical risks of individual and class-wide litigation. They coordinated claims from related state and federal actions, prepared the consolidated Amended Complaint, participated in scheduling proceedings, researched and briefed Defendants' motion to dismiss, served written discovery, prepared for and participated in mediation, and continued litigating while settlement negotiations remained uncertain. Doc. #82-2 ¶¶ 3-7, 21-22; Moore Decl. ¶¶ 2-3.

Reaching agreement did not end the work. Counsel negotiated the detailed term sheet, the comprehensive Settlement Agreement, the release, the claims process, the forms of notice, and the business practice commitments. Doc. #82-2 ¶¶ 6, 16-20. They evaluated Defendants' financial condition and available insurance to determine the realistic range of recovery and the risk that a larger judgment might not be collectible in full. Doc. #82-2 ¶¶ 7, 22. Counsel then prepared the preliminary-approval motion, supporting suggestions, declarations, notices, and claim form. After the Court required additional vendor disclosures, Class Counsel responded to those requirements by evaluating competing settlement-administration proposals, conducting additional diligence concerning vendor and banking relationships, negotiating case-specific safeguards intended to protect the Settlement Fund, and providing the Court with additional information concerning the proposed settlement vendors. Moore Decl. ¶ 3; see Docs. #84-85. This additional work was undertaken to protect the Settlement Fund and preserve the net relief available to Settlement Class Members.

Class Counsel undertook this matter on a wholly contingent basis, receiving no compensation for their time unless they achieved a recovery for the Settlement Class. Moore Decl. ¶ 4. They also advanced $10,799.98 in unreimbursed litigation costs and expenses. Moore Decl. ¶¶ 11-12. From the outset, recovery was uncertain. Data breach plaintiffs face recurring challenges involving Article III standing, cognizable injury, causation, class certification, proof of liability, and the measurement of damages. Here, Defendants vigorously contested the claims, obtained dismissal of some claims, and would have continued to challenge certification, liability, and damages. Even a favorable judgment could have been delayed by years of trial and appeal, and Plaintiffs also faced the practical risk that Defendants could not satisfy a materially larger judgment in full. Moore Decl. ¶ 5; Doc. #82-2 ¶¶ 7, 25-26.

Counsel's responsibilities continue. They must support final approval, address any class member questions or objections, supervise the Settlement Administrator, resolve implementation questions, monitor claims administration, and remain available through distribution and completion of the Settlement. Moore Decl. ¶ 10. The requested fee therefore compensates not only the work required to create the common fund, but also the continuing professional obligations necessary to deliver the promised benefits to the class.

III. ARGUMENT

A. An Attorneys' Fee Award Equal to One-Third of the Settlement Fund is Reasonable Under the Applicable Factors.

"In a certified class action, the court may award reasonable attorney's fees and nontaxable costs that are authorized by law or by the parties' agreement." Fed. R. Civ. P. 23(h). Under the "common fund" doctrine, "a litigant or a lawyer who recovers a common fund for the benefit of persons other than himself or his client is entitled to a reasonable attorney's fee from the fund as a whole." *Boeing Co. v. Van Gemert*, 444 U.S. 472, 478 (1980); *accord Barfield v. Sho-Me Power Elec. Co-op*., 2015 WL 3460346, at *3 (W.D. Mo. June 1, 2015) (common fund doctrine "permits an award of fees that is equal to some fraction of the common fund that the attorneys were successful in gathering during the course of the litigation.") (quoting *Johnston v. Comerica Mortg. Corp*., 83 F.3d 241, 244–45 (8th Cir. 1996)). Where there is a common fund, "a percentage-of-the-benefit method may be preferable to the lodestar method for determining reasonable fees." *Barfield*, 2015 WL 3460346, at *3 (quotations omitted).

"The ultimate reasonableness of the award is evaluated by considering relevant factors from the twelve factors listed in *Johnson v. Georgia Highway Express, Inc*., 488 F.2d 714, 719–20 (5th Cir. 1974)." *In re Target Corp. Customer Data Sec. Breach Litig*., 892 F.3d 968, 977 (8th Cir. 2018) (cleaned up). The *Johnson* factors are: (1) the time and labor required; (2) the novelty and difficulty of the questions; (3) the skill requisite to perform the legal service properly; (4) the preclusion of employment by the attorney due to acceptance of the case; (5) the customary fee; (6) whether the fee is fixed or contingent; (7) time limitations imposed by the client or the circumstances; (8) the amount involved and the results obtained; (9) the experience, reputation, and ability of the attorneys; (10) the "undesirability" of the case; (11) the nature and length of the professional relationship with the client; and (12) awards in similar cases. *See id*. at 977 n.7.

"Many of the *Johnson* factors are related to one another and lend themselves to being analyzed in tandem." *Swinton v. SquareTrade, Inc.*, 454 F. Supp. 3d 848, 886 (S.D. Iowa 2020). The factors most relevant here uniformly support the requested one-third award.

1. The percentage requested is customary for contingent litigation and is supported by other awards in similar cases (Factors 5 and 12).

Plaintiffs' Counsel's request for a fee equal to one-third of the amount recovered for the Settlement Class is a reasonable and commonly awarded portion of a common fund. "Courts in this Circuit and this District have frequently awarded attorney fees of 33 1/3%–36% of a common fund." *Tussey v. ABB, Inc.*, 2019 WL 3859763, at *4 (W.D. Mo. Aug. 16, 2019) (collecting cases); *see also Gibson v. Nat'l Ass'n of Realtors*, 2026 WL 640989, at *22 (W.D. Mo. Feb. 5, 2026) (Bough, J.) (approving one-third fee award in antitrust class action and collecting cases for proposition that "[t]his Court and others within the Eighth Circuit confirm that one-third of the common fund is an appropriate amount for class counsel's fees in complex class actions"); *see also, e.g.*, *Huyer v. Buckley*, 849 F.3d 395, 399 (8th Cir. 2017) (noting courts in the Eighth Circuit "have frequently awarded attorneys' fees ranging up to 36% in class actions."); *In re Bancorp Litig.*, 291 F.3d 1035, 1038 (8th Cir. 2002) (upholding $1.25 million fee award representing 36% of the class action settlement fund). Moreover, "[s]ubstantial empirical evidence indicates that a one-third fee is a common benchmark in private contingency fee cases." *Tussey*, 2019 WL 3859763, at *4 (quoting Theodore Eisenberg & Geoffrey P. Miller, *Attorney Fees in Class Action Settlements: An Empirical Study*, 1 J. of Empirical Legal Studies 27, 35 (2004)).

The requested fee is also fully consistent with fees awarded in comparable data breach class action settlements from across the country. *See, e.g.*, *Krant v. UnitedLex Corp.*, 2024 WL 5187565, at *6-10 (D. Kan. Dec. 20, 2024) (approving one-third fee award in $1.3 million data breach settlement); *In re Novant Health, Inc.*, 2024 WL 3028443, at *11 (M.D.N.C. June 17, 2024) (collecting cases where one-third settlement fund awarded in data privacy class actions and approving the same); *In re Forefront Data Breach Litig*., 2023 WL 6215366, at *8-9 (E.D. Wis. Mar. 22, 2023) (approving one-third fee award in $3.75 million data breach settlement); *In re Citrix Data Breach Litig*., 2021 WL 2410651, at *4 (S.D. Fla. June 11, 2021) (approving 32.9% fee award in data breach settlement); *In re Arby's Rest. Grp., Inc. Data Sec. Litig*., 2019 WL 2720818, at *4 (N.D. Ga. June 6, 2019) (awarding 33% of common fund in data breach class action). Thus, the requested fee of one-third is customary and consistent with awards in similar cases.

2. The amount involved, results obtained, and litigation risks support the request (Factor 8).

The result obtained is the most important measure of counsel's success. Here, Class Counsel secured a fixed, non-reversionary $1,000,000 Settlement Fund that finances meaningful monetary relief and three years of specialized Medical and Credit Monitoring Services, together with enforceable business practice commitments funded separately by Defendants. The fund offers class members individualized reimbursement of up to $15,000 for Documented Losses or a *pro rata* Cash Fund Payment. Unlike relief that depends solely on proof of realized monetary loss at trial, the Settlement makes prospective protections available to all class members who submit a valid claim. Doc. #82-2 ¶¶ 8-16. The Court has already described this package as "substantial relief" and "an excellent result." Doc. #87 at 2-3.

The result is especially meaningful when measured against the available litigation alternatives. Continued litigation presented substantial uncertainty regarding certification, liability, causation, and damages, and even a favorable judgment could have been delayed by trial and appeal or constrained by Defendants' ability to satisfy a larger judgment. Doc. #82-2 ¶¶ 7, 25-26. The Settlement instead provides eligible class members immediate access to monetary relief and prospective identity-protection services, while securing relevant business practice commitments that would not necessarily have been available through a damages judgment. Doc. #82-2 ¶¶ 8-16; *see* Doc. #87 at 2-3.

3. Counsel represented the Settlement Class on a contingent basis despite numerous and substantial risks and performed substantial labor precluding other employment (Factors 1, 4, 6, and 10).

"Courts have recognized that the risk of receiving little or no recovery is a major factor in awarding attorney fees." *Gibson*, 2026 WL 640989, at *24 (quotations omitted). "Fees are also correlated with risk: the presence of high risk is associated with a higher fee, while low-risk cases generate lower fees .... [This] is widely accepted in the literature." *Id.* (quoting Theodore Eisenberg & Geoffrey Miller, Attorney Fees In Class Action Settlements: An Empirical Study, 1 J. Emp. L. Studies 27, 27, 38 (2004)). "Unless that risk is compensated with a commensurate award, no firm, no matter how large or well-financed, will have the incentive to consider pursuing" novel cases. *Tussey*, 2019 WL 3859763, at *3. "And critically, 'the risks plaintiffs' counsel faced must be assessed as they existed in the morning of the action, not in light of the settlement ultimately achieved at the end of the day.'" *Gibson*, 2026 WL 640989, at *24 (quoting *In re Xcel Energy, Inc., Sec., Derivative & "ERISA" Litig.*, 364 F. Supp. 2d 980, 994 (D. Minn. 2005)).

Here, Plaintiffs' Counsel devoted substantial time and labor to the matter, limiting the time available for other work. Plaintiffs' Counsel devoted at least 645.70 hours to the investigation, prosecution, settlement, and implementation of this Action, with additional hours to come administering the Settlement. Moore Decl. ¶¶ 6, 10. Plaintiffs' Counsel bore the entirety of the risk of prosecuting the claims, including advancing $10,799.98 in unreimbursed out-of-pocket expenses. *Id.* ¶¶ 4-5, 11-12. Counsel did not benefit from a preceding government investigation or admission of wrongdoing; to the contrary, Defendants denied liability throughout and obtained partial dismissal of Plaintiffs' claims. The contingent nature of the representation and the risk of non-recovery support the requested fee. *See Caligiuri v. Symantec Corp.*, 855 F.3d 860, 866 (8th

Cir. 2017) (affirming fee award where lower court reasoned that "[p]laintiffs' counsel, in taking this case on a contingent fee basis, was exposed to significant risk"); *Gibson*, 2026 WL 640989, at *24 ("Courts agree that a larger fee is appropriate in contingent matters where payment depends on the attorney's success.") (quotations omitted).

Moreover, "[c]ost and risk are an especially salient concern in the data breach context because such cases are particularly risky, expensive, and complex." *Krant*, 2024 WL 5187565, at *3 (cleaned up). The risk involved is highlighted by the fact that historically data breach cases have faced substantial hurdles even in making it past the pleading stage. *See, e.g., C.C. v. Med-Data Inc.*, 2022 WL 970862, at *10 (D. Kan. Mar. 31, 2022) (dismissing data breach claims for lack of Article III injury). Even after surviving dismissal in part, Plaintiffs faced substantial additional risks at class certification and on the merits, including proof of classwide injury, causation, and damages, as well as the delay and uncertainty associated with any eventual appellate proceedings. *See Maldini v. Marriott Int'l, Inc.*, 140 F.4th 123 (4th Cir. 2025) (reversing class certification in data breach class action).

The practical collection risk was also material. Plaintiffs obtained and reviewed financial information and considered available insurance and related limitations before concluding that the $1,000,000 fund represented a meaningful recovery in light of Defendants' resources. Doc. #82-2 ¶ 7. Continuing to litigate could have consumed substantial additional resources only to produce a judgment that was delayed, reduced on appeal, or not collectible in full. Measured against these risks, the results obtained through the Settlement strongly support Plaintiffs' Counsel's fee request.

4. The claims presented novel and difficult questions (Factor 2).

This Action presented difficult and novel factual and legal issues. Plaintiffs advanced multiple, evolving theories of liability—including negligence, negligence *per se*, breach of implied contract, breach of fiduciary duty, invasion of privacy, and statutory claims under the Missouri

Merchandising Practices Act—each of which presented contested questions of duty, causation, and cognizable injury. "Because the legal issues involved in data breach litigation are cutting-edge and unsettled many resources would necessarily be spent litigating substantive law as well as other issues." *In re Netgain Tech., LLC*, 2025 WL 3063288, at *6 (D. Minn. Nov. 3, 2025) (cleaned up); *see also Krant*, 2024 WL 5187565, at *7 ("Data breach litigation is complex, risky and involves many unsettled areas of law."). Proving classwide injury and damages arising from the exposure of PII and PHI would have required expert analysis, and class certification presented additional contested issues that Defendants were prepared to litigate vigorously and, if necessary, to appeal. These difficulties created significant risk for Plaintiffs' Counsel and support the requested fee.

5. Class Counsel's skill and experience support the request (Factors 3 and 9).

The Court has already found that J. Austin Moore, Maureen M. Brady, and Phyllis A. Norman are "competent, experienced, and well-qualified" to represent the Settlement Class. Doc. #87 at 4. The record bears that out. Mr. Moore and his firm have prosecuted data breach cases for more than a decade and served as co-lead counsel in major national data breach settlements. Ms. Brady has devoted her career to representing people harmed by breaches of confidential information, particularly in medical settings. Ms. Norman has served as class counsel in complex Missouri state and federal litigation. And additional experienced data breach counsel contributed to investigating, developing, and prosecuting the claims. Doc. #82-2 ¶ 24.

Defendants, for their part, were represented by capable and well-resourced defense counsel who vigorously contested the claims. *See Gibson*, 2026 WL 640989, at *24 (Courts often judge class counsel's skill against the "quality and vigor of opposing counsel" and the results achieved) (quotations omitted). Plaintiffs' Counsel's experience, reputation, and skillful resolution of this hard-fought litigation support the requested fee.

B. The Requested Fee is Reasonable Under a Lodestar Cross-Check.

Although a lodestar cross-check is not required in the Eighth Circuit, *see Keil v. Lopez*, 862 F.3d 685, 701 (8th Cir. 2017), performing one here further confirms the reasonableness of the requested fee. Plaintiffs' Counsel and supporting counsel expended at least 645.70 hours litigating, settling, and implementing this Action, resulting in a presently compiled lodestar of $632,285.14, with meaningful additional work remaining through final approval and settlement administration. Moore Decl. ¶¶ 6-7, 10. The requested one-third fee is less than Counsel's lodestar, representing a multiplier of approximately 0.53—or about 53% of the presently compiled lodestar. *Id*. ¶¶ 8-9.

That discount strongly supports the reasonableness of the requested fee. Courts in this Circuit have approved percentage-based fees representing substantial positive multipliers over lodestar. *See Vogt v. State Farm Life Ins. Co*., 2021 WL 247958, at *3 (W.D. Mo. Jan. 25, 2021) (citing *Hashw v. Dep't Stores Nat'l Bank*, 182 F. Supp. 3d 935, 949–51 (D. Minn. 2016), as "collecting cases approving percentage-based fees that totaled between 1.47 and 6.85 of the lodestar amount"). Here, by contrast, Counsel seek significantly less than the value of the time already devoted to the Action, even before accounting for the additional work required through final approval and settlement administration. And because the lodestar cross-check "does not trump the court's primary reliance on the percentage of common fund method," *In re Xcel*, 364 F. Supp. 2d at 999, the fact that the requested percentage produces a fee well below lodestar provides strong confirmation that the requested fee is reasonable.

C. The Court Should Approve Plaintiffs' Counsel's Request for Reimbursement of Their Reasonably Incurred Litigation Expenses.

Plaintiffs' Counsel have incurred $10,799.98 in unreimbursed litigation expenses in prosecuting this Action. Moore Decl. ¶ 11. "An attorney who creates or preserves a common fund by judgment or settlement for the benefit of a class is entitled to receive reimbursement of reasonable fees and expenses involved. The equitable principle that all reasonable expenses incurred in the creation of a fund for the benefit of a class are reimbursable proportionately by those who accept benefits from the fund authorizes reimbursement of full reasonable litigation expenses as costs of the suit[.]" *Tussey*, 2019 WL 3859763, at *5 (quoting Alba Conte, 1 Attorney Fee Awards § 2:19 (3d ed.)). The expenses here—including court and service fees, mediation, photocopies, online research, and expert expenses—were reasonably incurred in prosecuting the Action and are the types of expenses ordinarily charged to fee-paying clients. Moore Decl. ¶¶ 11-12; *see Tussey*, 2019 WL 3859763, at *5. Accordingly, Plaintiffs' Counsel respectfully request that the Court approve expense reimbursement of $10,799.98.

D. The Court Should Approve the Requested Service Awards.

Courts routinely approve service awards to compensate class representatives for the services they provide and the risks they incur on behalf of the class. The factors for deciding whether service awards are warranted are: "(1) actions the plaintiffs took to protect the class's interests, (2) the degree to which the class has benefited from those actions, and (3) the amount of time and effort the plaintiffs expended in pursuing litigation." *Caligiuri*, 855 F.3d at 867.

Here, the Named Plaintiffs performed important work on behalf of the Settlement Class, including providing information and documents to counsel, remaining informed regarding the litigation and settlement discussions, communicating with counsel as necessary, and assisting counsel in pursuing the claims on behalf of the Settlement Class. Doc. #82-2 ¶ 24; Moore Decl. ¶¶ 13-14. That work materially advanced the litigation and protected the interests of the Settlement Class; indeed, the Named Plaintiffs' participation assisted Class Counsel in investigating, prosecuting, and ultimately resolving the Action. Moore Decl. ¶ 14.

The requested service awards of $2,500 for each of the thirteen Named Plaintiffs are modest and consistent with awards routinely approved in the Eighth Circuit and in data breach class actions. *See Caligiuri*, 855 F.3d at 867-68 (upholding $10,000 service awards); *see also Tussey*, 2019 WL 3859763, at *6. The proposed service awards are also within the maximum amount disclosed to the Settlement Class in the Court-approved Notice. Plaintiffs' Counsel respectfully request that the Court approve the requested service awards.

IV. CONCLUSION

For the reasons set forth above, Plaintiffs' Counsel respectfully request that the Court approve the requested fee of $333,333.33 equaling one-third of the Settlement Fund, reimbursement of Plaintiffs' Counsel's current expenses in the amount of $10,799.98, and service awards of $2,500 each for the thirteen Named Plaintiffs.

Dated: August 14, 2026

Respectfully submitted,

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Class Counsel

CERTIFICATE OF SERVICE

I hereby certify that on August 14, 2026, a true and correct copy of the foregoing document was filed electronically through the Court's CM/ECF system, and therefore, will be transmitted to all counsel of record by operation of the Court's CM/ECF system.

By: /s/ *J. Austin Moore*

EXHIBIT A

IN THE UNITED STATES DISTRICT COURT FOR THE
WESTERN DISTRICT OF MISSOURI
WESTERN DIVISION

T.R. et al., Plaintiffs, v. CLAY-PLATTE FAMILY MEDICINE CLINIC, P.C., et al., Defendants.	)	Case No.: 4:24-cv-00704-SRB

DECLARATION OF J. AUSTIN MOORE IN SUPPORT OF PLAINTIFFS' MOTION FOR ATTORNEYS' FEES, EXPENSE REIMBURSEMENT, AND SERVICE AWARDS

1. I am a partner at Stueve Siegel Hanson LLP and serve as Class Counsel in this Action. I submit this Declaration in support of Plaintiffs' Motion for Attorneys' Fees, Expense Reimbursement, and Service Awards. I have personal knowledge of the matters stated herein.

2. In the course of this litigation, Plaintiffs' counsel investigated the Data Breach, retained experts, coordinated and consolidated multiple related actions, prepared the Amended Complaint, opposed Defendants' motion to dismiss, served written discovery, participated in a full-day mediation, continued litigating while negotiating a detailed term sheet, conducted confirmatory discovery concerning Defendants' financial condition and available resources, and negotiated the final Settlement Agreement and notice documents. I previously submitted a declaration in support of Plaintiffs' Unopposed Motion to Direct Class Notice and for Preliminary Approval of Proposed Class Action Settlement, which further describes the risks of continued litigation and collection, the relief obtained for the Settlement Class, the experience of Class Counsel, and the Named Plaintiffs' participation in the litigation and settlement process. *See* Doc. #82-2 ("Preliminary Approval Declaration").

3. Since submission of the Preliminary Approval Declaration, Class Counsel have continued working to obtain approval and implement the Settlement. Among other things, counsel responded to the Court's April 23, 2026 vendor-disclosure requirements by evaluating competing settlement-administration proposals, conducting additional diligence concerning vendor and banking relationships, negotiating case-specific safeguards intended to protect the Settlement Fund, and providing the Court with additional information concerning the proposed settlement vendors. *See* Docs. #84-85.

4. Class Counsel prosecuted this Action on a wholly contingent basis. Class Counsel have not received compensation for the professional time devoted to investigating, prosecuting, and resolving the Action. From the outset, payment depended upon obtaining a recovery for the Settlement Class and an award approved by the Court.

5. The contingent undertaking involved substantial risk. As discussed in my Preliminary Approval Declaration, continued litigation presented substantial risks relating to standing, class certification, liability, damages, delay, and the collectability of any larger judgment. *See* Doc. #82-2 ¶¶ 7, 25-26.

6. For purposes of the lodestar cross-check, Class Counsel compiled the time presently reflected in the billing records of all firms that performed work in this Action. That compilation reflects at least 645.70 hours devoted to the investigation, prosecution, settlement, and implementation of the Action.

7. Applying the respective attorneys' and other professionals' billing rates to those hours results in a presently compiled lodestar of $632,285.14. This figure is conservative. It reflects the time presently compiled from the billing firms and may not include all time devoted to the

Action. In addition, Class Counsel will continue to perform work through final approval, claims administration, distribution, and completion of the Settlement.

8. Class Counsel request an attorneys' fee of $333,333.33, equal to one-third of the $1,000,000 Settlement Fund. The requested fee is based solely on the Settlement Fund; Class Counsel do not seek any additional fee based on the value of Defendants' separate business practice commitments or on any asserted retail value of the Medical and Credit Monitoring Services.

9. Comparing the requested $333,333.33 fee to the presently compiled lodestar of $632,285.14 results in a lodestar multiplier of approximately 0.53. Thus, the requested fee represents only approximately 53% of Class Counsel's presently compiled lodestar, even before accounting for additional work that has not yet been compiled or that remains to be performed.

10. Class Counsel's work remains ongoing. Among other things, Class Counsel must continue to oversee implementation of the Settlement, address class-member questions and any objections, prepare final-approval submissions, appear at the Final Approval Hearing, monitor claims administration and distribution, and address issues that arise through completion of the Settlement.

11. Plaintiffs' counsel have also incurred $10,799.98 in unreimbursed litigation costs and expenses in prosecuting and resolving this Action. They consist of the following:

Expense Category	**Total Expenses**
In-House Photocopies	$101.40
Meals	$56.26
Lexis/Westlaw/Bloomberg	$2,679.66
Expert Expenses	$1,500.00
Court Fees	$2,336.56
Service of Process Fees	$1,406.60
Electronic Agreements (DocuSign)	$27.00
Mediation	$2,692.50
TOTALS	**$10,799.98**

12. These expenses were reasonably and necessarily incurred in connection with the investigation, prosecution, and resolution of the Action and are the types of expenses ordinarily incurred in complex litigation and charged to fee-paying clients. Class Counsel seek reimbursement only of the amounts actually incurred and reflected above.

13. Class Counsel also request service awards of $2,500 for each of the thirteen Named Plaintiffs. As explained in my Preliminary Approval Declaration, the Named Plaintiffs provided information and documents to counsel, remained informed regarding the status of the litigation and settlement discussions, and supported the Settlement.

14. The Named Plaintiffs also communicated with counsel as necessary during the investigation, litigation, and settlement process and assisted counsel in pursuing the claims on behalf of the Settlement Class. Their participation assisted Class Counsel in investigating, prosecuting, and ultimately resolving the Action.

15. In the judgment of Class Counsel, the requested $2,500 service awards are reasonable and modest in light of the Named Plaintiffs' participation and the benefits obtained for the Settlement Class. The requested amount is also the maximum service award disclosed to Settlement Class Members in the Court-approved Notice.

16. Based on my involvement in this Action, the work performed, the contingent risk undertaken, the result obtained for the Settlement Class, and the additional work remaining, I believe the requested attorneys' fee of $333,333.33, reimbursement of $10,799.98 in litigation costs and expenses, and service awards of $2,500 for each Named Plaintiff are reasonable and appropriate.

I declare under penalty of perjury pursuant to 28 U.S.C. § 1746 that the foregoing is true and correct.

Executed on August 14, 2026.

J. Austin Moore

Class Counsel