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**IN THE CIRCUIT COURT OF THE FIFTEENTH JUDICIAL CIRCUIT
IN AND FOR PALM BEACH COUNTY, FLORIDA**

EMILY BENNETT, on behalf of herself and all others similarly situated,

Plaintiff,

v.

HOLISTIX TREATMENT CENTERS, LLC d/b/a LAKE WORTH HOLISTIX DETOX d/b/a LEVEL UP TREATMENT LAKE WORTH,

Defendant.

No. 502025CA005943XXXAMB

DECLARATION OF ALEX PHILLIPS IN SUPPORT OF PLAINTIFF'S MOTION FOR ATTORNEY'S FEES, COSTS, AND SERVICE AWARDS

I, Alex Phillips, declare as follows:

1. I, Alex Phillips, am an attorney duly licensed to practice before all courts of the State of Wisconsin as well as other state and federal courts. I am a partner of Strauss Borrelli PLLC. I have significant experience in data privacy litigation and am currently litigating data breach cases in courts around the country as lead counsel or co-counsel on behalf of millions of data breach victims.

2. I submit this Declaration in support of Plaintiff's Motion for Attorney's Fees, Costs, and Service Award ("Motion").

The Litigation

3. Defendant is a healthcare provider that operates addiction treatment and recovery centers throughout Florida.

4. In July 2024, Level Up experienced a cybersecurity attack that exposed the Private Information of approximately 6,567 individuals, including but not limited to names, Social Security numbers, mailing addresses, and protected health information.

5. Level Up began notifying affected employees about the Data Incident in approximately September 2024.

6. Plaintiff Emily Bennett filed an action against Level Up in the Southern District of Florida on October 11, 2024.

7. On December 20, 2024, Level Up filed a motion to dismiss Plaintiff's Complaint.

8. After fully briefing the Motion to Dismiss and exchanging informal discovery, the Parties agreed to and did retain Christopher Griffin, Esq., a highly experienced mediator, to assist the Parties in settlement negotiations.

The Settlement Negotiations

9. Prior to the mediation, the Parties gathered their respective positions on the facts, claims, defenses, and assessments of the risk of litigation. The issues were discussed with the mediator during the course of the mediation. The Parties engaged in informal pre-mediation discovery, exchanging written requests and producing documents.

10. On May 5, 2025, the Parties, through their respective counsel, engaged in a full-day virtual mediation session before Mr. Griffin. The negotiations were hard-fought throughout and the settlement process was conducted at arm's length.

11. With the assistance of Mr. Griffin, the Parties were able to come to an agreement on the central terms of a settlement agreement—subject to final mutual agreement on all necessary documentation.

12. In the subsequent weeks, the Parties continued their negotiations and eventually negotiated resolution on a class-wide basis that provides monetary relief to Class Members and obligates Defendant to continue to take remedial measures to safeguard against the reoccurrence of a data security incident.

13. While courteous and professional, the negotiations were hard-fought throughout and the settlement process was conducted at arm's length between experienced counsel with an understanding of the strengths and weaknesses of their respective positions in the Lawsuit. Throughout the negotiations, Mr. Griffin was able to assist the Parties in discussing substantive terms of the Settlement to include monetary compensation to class members and the adoption by Defendant of business practice changes related to data security. There was nothing collusive about the settlement negotiations or the ultimate Settlement reached. Lastly, attorneys' fees, costs, expenses, and the service award were negotiated only after all substantive terms of the Settlement were agreed upon by the Parties. Based on Plaintiff's counsel's independent investigation of the relevant facts and applicable law, experience with other data breach cases, the information provided by Defendant, and the strengths and weaknesses of the Parties' respective positions (including the defenses articulated in Defendant's Motion to Dismiss and Reply to Plaintiff's Opposition thereto), Plaintiff's counsel determined that the Settlement is fair, reasonable, adequate, and in the best interest of the Settlement Class.

14. During the ensuing months, the Parties continued the exchange of information and negotiations as to the final details of the Settlement Agreement. Consequently, the Parties worked together to prepare a comprehensive set of settlement documents, which are embodied in the Settlement Agreement and the exhibits attached thereto. The Parties spent significant time negotiating the terms of this final written Settlement Agreement. Attorneys' fees, costs, expenses, and the service awards were negotiated only after all substantive terms of the Settlement were agreed upon by the Parties.

15. Plaintiff's Counsel spent further time researching and drafting the motion for preliminary approval, filed with the Court on March 10, 2026.

16. As of the date of this filing, neither Plaintiff's Counsel, nor the Settlement Administrator has received an objection to the settlement or the request for attorneys' fees.

The Time, Labor, and Skill Required to Litigate this Complex Case

17. Prosecuting and settling these claims demanded considerable time and labor.

18. Although Plaintiff is confident in the merits of her claims, the risks involved in prosecuting a class action through trial cannot be disregarded. We cannot disregard the high level of risk, expense, and complexity of class litigation, which is one reason that judicial policy so strongly favors resolving class actions through settlement. This is not only a complex case, but it is in an especially risky field of litigation. Data breach cases continue to be among the most risky and uncertain of all class action litigation. Many data breach cases are dismissed at motion to dismiss stage.

19. Through the Settlement, Plaintiff and Class Members gain significant benefits without having to face further risk. Moreover, the cost of trial and any appeals would be significant and would delay the resolution of this litigation without the guarantee of any relief.

The Hourly Rates Charged by Class Counsel are Reasonable

20. Reasonable hourly rates are determined by "prevailing market rates in the relevant community." *Blum v. Stenson*, 465 U.S. 886, 895 (1984). Class Counsel are entitled to the hourly rates charged by attorneys of comparable experience, reputation, and ability for similar litigation. *Blum*, 465 U.S. at 895 n.11. Here, the relevant community is that of attorneys practicing multi-state class action litigation, and in particular data breach litigation.

21. Similar rates have been accepted in numerous other data breach class action cases in the nationwide market. *See, e.g. Fox v. Iowa Health Sys.*, No. 3:18-CV-00327-JDP, 2021 WL 826741, at *6 (W.D. Wis. Mar. 4, 2021) (data breach settlement awarding $1,575,000 in attorneys'

fees and costs, at hourly rates from $815-$865 per hour for partners, $550-$625 for senior associates, $415-$500 for associates, and $215-$350 for paralegals); *Perdue v. Hy-Vee, Inc.,* No. 19-1330, 2021 WL 3081051, at *5 (C.D. Ill. July 21, 2021) (approving reasonable hourly rates requested by Class Counsel of $700-$815 for partners, $325-$700 for associates, $200-$275 for paralegals, and $150-$225 for law clerks); *In re Equifax Inc. Customer Data Sec. Breach Litig.,* No. 1:17-MD-2800-TWT, 2020 WL 256132, at *39 (N.D. Ga. Mar. 17, 2020) (finding reasonable hourly rates charged by partners who billed $1050, $1000, $750, and $935 per hour); *In re Yahoo! Inc. Customer Data Sec. Breach Litig*., No. 16-MD-02752-LHK, 2020 WL 4212811, at *26 (N.D. Cal. July 22, 2020) (finding reasonable rates from $450 to $900 for partners, $160-$850 for non-partner attorneys, and $50 to $380 for paralegals); *Fulton-Green v. Accolade, Inc*., No. CV 18-274, 2019 WL 4677954, at *12 (E.D. Pa. Sept. 24, 2019) (finding reasonable hourly rates range $202 to $975 per hour); *In re Anthem, Inc. Data Breach Litig*., No. 15-MD-02617-LHK, 2018 WL 3960068, at *16 (N.D. Cal. Aug. 17, 2018) (finding reasonable hourly rates of partners from $400 to $970, non-partner attorneys from $185 to $850, and non-attorneys from $95 to $440).

The Time Limitations Imposed by the Client and the Nature and Length of the Professional Relationship With the Client

22. Settlement Class Representative consulted with Class Counsel throughout the course of this case, including the settlement process, and provided facts and documentation to Class Counsel. The Settlement Class Representative was at all times apprised of the status of the litigation, approving complaints, litigation strategy, and ultimately the Settlement that was reached in this case.

23. Class Counsel have maintained a professional relationship with Settlement Class Representative since this case was filed in October 2024. Throughout the course of this case the

relationship has remained professional and cordial.

Contingent Nature of the Representation

24. Our firm prosecuted this case on a purely contingent basis. As such, the firm assumed a significant risk or nonpayment or underpayment.

25. This matter has required me, and other attorneys at our firm, to spend time on this litigation that could have been spent on other matters. At various times during the litigation of this class action, this lawsuit has consumed significant amounts of our firm's time.

26. Such time could otherwise have been spent on other fee-generating work. Because our firm undertook representation of this matter on a contingency-fee basis, we shouldered the risk of expending substantial costs and time in litigating the action without any monetary gain in the event of an adverse judgment.

27. If not devoted to litigating this action, from which any remuneration is wholly contingent on a successful outcome, the time our firm spent working on this case could and would have been spent pursuing other potentially fee-generating matters.

28. Litigation is inherently unpredictable and therefore risky. Here, that risk was very real, due to the rapidly evolving nature of case law pertaining to data breach litigation, and the state of data privacy law. Therefore, despite our firm's devotion to the case and our confidence in the claims alleged against Defendant, there have been many factors beyond our control that posed significant risks.

29. Class Counsel's fees were not guaranteed—the retainer agreement counsel had with Plaintiff did not provide for fees apart from those earned on a contingent basis, and, in the case of class settlement, approved by the court.

Lodestar Incurred

30. Our law firm has spent considerable time and effort on this case to date. The hours Class Counsel spent litigating this matter reflect the reasonable and necessary effort required to achieve such a satisfactory result.

31. Additional time will be spent drafting the final approval motion, preparing for, and attending the Final Approval Hearing, defending any appeals taken from the final judgment approving Settlement, and ensuring that the claims process and distribution of Settlement proceeds to Class Members is done in a timely manner in accordance with the terms of the Settlement. Based upon our past experience, we estimate that a minimum of another 40-50 hours of attorney time will be reasonably expended on this matter. We assert that the attorneys' fees sought in the Motion for Attorneys' Fees, Costs, and Service Awards are reasonable and seek fair and reasonable compensation for undertaking this case on a contingency basis, and for obtaining the relief for Plaintiff and the Class.

32. This litigation required extensive time and labor by Class Counsel. In total, Class Counsel and their staff have spent 164.53 hours on the litigation totaling $93,403.751 in lodestar. Class Counsel has calculated that their total lodestar yields a modest multiplier of **1.71**, which is well within the range accepted by Florida courts. Also, the lodestar multiplier will ultimately be much lower once final approval is sought as Class Counsel expect to spend additional time working with the Settlement Administrator on notice and claims administration and seeking final approval. The breakdown of time spent by each Class Counsel Firm is laid out below.

Biller	**Position**	**Hourly Rate**	**Time Spent**	**Lodestar**
Strauss Borrelli PLLC				
Samuel J. Strauss	Partner	800.00	14.10	11,280
Raina C. Borrelli	Partner	700.00–800.00	4.90	3,580.00
Alex Phillips	Partner	575.00–675.00	60.33	36,581.25
Cassandra Miller	Partner	700.00	0.30	210.00
Sarah Soleiman	Associate	400.00–550.00	41.10	29,885.00
Min Ro	Paralegal	200.00	2.30	460.00
Megan Wang	Paralegal	200.00	0.30	60.00
John Erickson	Investigator	150.00	0.30	45.00
Jacobson Phillips PLLC				
Joshua Jacobson	Partner	675.00	11.50	7,762.50
Joey Phillips	Administrator	150.00	12.00	1,800.00
Local Counsel Paralegal	Paralegal	100.00	7.40	740.00
Craig Hamm	Legal Assistant	100.00	10.00	1,000.00
		Total	**164.53**	**93,403.75**

Costs Incurred

33. Class Counsel has incurred $3,533.95 in expenses to date. These expenses and costs were incurred in the prosecution of Plaintiff's case and in protecting the interests of the putative class. These costs include filing fees, mediation costs, and postage and copying costs.

I declare under penalty of perjury for the foregoing is true and correct under Florida and United States federal law.

Executed this 29 day of June 2026.

/s/ Alex Phillips

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