

IN THE CIRCUIT COURT FOR BALTIMORE CITY, MARYLAND

DARLENE JOHNSON, *et al.*

Plaintiffs

v.

LIFEBRIDGE HEALTH, INC.

Defendant

\* IN THE

\* CIRCUIT COURT

\* FOR

\* BALTIMORE CITY

\*

CASE NO: 24-C-18-006801

\*

\* \* \* \* \*

**PLAINTIFFS' UNOPPOSED MOTION FOR FINAL APPROVAL OF  
CLASS ACTION SETTLEMENT**

Representative Plaintiffs Darlene Johnson and Sharon Belair (collectively, "Representative Plaintiffs") file this motion pursuant to Maryland Rules 2-231 and 2-311 and respectfully request that, after the Final Fairness Hearing, the Court enter an order granting Representative Plaintiffs' motion and (1) finding that the preliminarily approved Settlement Agreement is fair, reasonable, and adequate; (2) certifying the preliminarily approved Settlement Class for purposes of judgment on the Settlement Agreement; (3) appointing Representative Plaintiffs' counsel as Class Counsel; (4) approving Settlement Class Counsel's request for attorneys' fees and expenses totaling \$775,000, and service awards to each Representative Plaintiff in the amount of \$2,500; (5) ordering that Settlement Class Members are bound by the releases set forth in the Settlement Agreement; and (6) dismissing the case with prejudice pursuant to the terms of the Settlement Agreement. Following the Final Fairness Hearing and after the Court certifies the Settlement Class, the Court should enter a Final Judgment. Defendant LifeBridge Health, Inc. does not oppose Representative Plaintiffs' motion.

In support of their motion, Representative Plaintiffs file herewith a proposed Final Approval Order, attached to this Motion as "Exhibit A," and a Memorandum of Law.

Dated: October 14, 2022

Respectfully submitted,

MURPHY, FALCON & MURPHY

  
William H. Murphy III (AIS # 0404060002)  
Nikoletta S. Mendrinis (AIS # 1212120253)  
One South Street, 30<sup>th</sup> Floor  
Baltimore, Maryland 21202  
T: (410) 951-8744  
F: (410) 539-6599  
hassan.murphy@murphyfalcon.com  
nikoletta.mendrinis@murphyfalcon.com

Norman E. Siegel, *Pro hac vice*  
Barrett J. Vahle, *Pro hac vice*  
Lindsay Todd Perkins, *Pro hac vice*  
Benjamin J. Stueve, *Pro hac vice*  
460 Nichols Road, Suite 200  
Kansas City, Missouri 64112  
T: (816) 714-7100  
F: (816) 714-7101  
siegel@stuevesiegel.com  
vahle@stuevesiegel.com  
perkins@stuevesiegel.com  
ben.stueve@stuevesiegel.com

John Yanchunis, *Pro hac vice*  
Patrick Barthle, *Pro hac vice*  
201 N. Franklin Street, 7<sup>th</sup> Floor  
Tampa, Florida 33602  
T: (813) 275-5272  
F: (813) 222-4736  
JYanchunis@ForThePeople.com  
PBarthle@ForThePeople.com

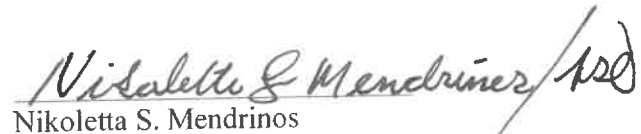
**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that, on this 14th day of October 2022, a copy of *Plaintiffs' Unopposed Motion for Final Approval of Class Action Settlement* was served via e-mail only by prior agreement of counsel to:

Michael J. Baxter  
BAXTER, BAKER, SIDLE, CONN  
& JONES, PA  
120 E. Baltimore Street, Suite 2100  
Baltimore, MD 21202  
mbaxter@bbsclaw.com  
T: (410) 230-3800  
F: (410) 230-3801

Paul G. Karlsgodt  
BAKER & HOSTETLER LLP  
1801 California Street, Suite 4400  
Denver, CO 80202  
pkarlsgodt@bakerlaw.com  
T: (303) 764-4013  
F: (303) 861-7805

Elizabeth A. Scully  
Evan M. Mannering  
BAKER & HOSTETLER LLP  
Washington Square, Suite 1100  
1050 Connecticut Avenue, NW  
Washington, DC 20036  
escully@bakerlaw.com  
emannering@bakerlaw.com  
T: (202) 861-1500  
F: (202) 861-1783

  
Nikoletta S. Mendrinos

# EXHIBIT A

IN THE CIRCUIT COURT FOR BALTIMORE CITY, MARYLAND

DARLENE JOHNSON, *et al.*

Plaintiffs

v.

LIFEBRIDGE HEALTH, INC.

Defendant

\* IN THE

\* CIRCUIT COURT

\* FOR

\* BALTIMORE CITY

\*

CASE NO: 24-C-18-006801

\*

\* \* \* \* \*

**PROPOSED ORDER GRANTING FINAL APPROVAL OF  
CLASS ACTION SETTLEMENT AND AWARDED  
ATTORNEYS' FEES, EXPENSES, AND SERVICE AWARDS**

WHEREAS, the Settling Parties to the above-described class action ("Action") have applied for an order, pursuant to Rule 2-231 of the Maryland Rules of Civil Procedure, regarding certain matters in connection with a preliminarily approved settlement of the Action, in accordance with a Class Action Settlement Agreement and Release (the "Settlement" or "Settlement Agreement") entered into by the Settling Parties as of May 27, 2022 (which, together with its Exhibits, is incorporated herein by reference) and dismissing the Action upon the terms and conditions set forth in the Settlement Agreement;

WHEREAS, all defined terms used in this Order have the same meanings as set forth in the Settlement Agreement;

WHEREAS, Settlement Class Counsel have conducted an extensive investigation into the facts and law relating to the matters alleged in the Action, including, but not limited to, exchange of written discovery requests and responses, production of documents, party depositions, and expert witness disclosures;

WHEREAS, the Settling Parties reached a settlement as a result of extensive arm's length negotiations;

**WHEREAS**, the Court has carefully reviewed the Settlement Agreement, including the Exhibits attached thereto and all files, records, and prior proceedings to date in this matter,

**WHEREAS**, on June 6, 2022, the Court entered its Order granting Representative Plaintiffs' Unopposed Motion for Preliminary Approval, preliminarily approving the Settlement and directing that Notice be issued to the Settlement Class ("Preliminary Approval Order");

**WHEREAS**, on September 13, 2022, Representative Plaintiffs filed their Unopposed Motion for Attorneys' Fees, Expenses, and Service Awards;

**WHEREAS**, nothing has occurred that would alter the Court's analysis in its Preliminary Approval Order;

**WHEREAS**, the response of the Settlement Class Members to the Settlement (only 83 requests for exclusion and no objections out of a directly noticed Settlement Class containing 502,181 Members) underscores that the Settlement is in fact fair, reasonable, and adequate;

**WHEREAS**, the Court has reviewed the arguments and authorities presented by the parties and their counsel and the record in the Action and has considered the statements made at the Final Fairness Hearing, and for good cause based on the record;

**IT IS HEREBY ORDERED** that:

1. Findings Concerning Settlement. Under Maryland law, "[a] class action shall not be dismissed or compromised without the approval of the court. Notice of a proposed dismissal or compromise shall be given to all members of the class in the manner the court directs." Md. Rule 2-231(i). Although Maryland generally requires judicial approval of class action settlements, there is no express requirement for preliminary approval in particular and no express criteria for deciding whether to grant any form of approval. *See id.*; *Shenker v. Polage*, 226 Md. App. 670, 682 (2016) (Rule 2-231 "does not state a specific standard for the court to apply" or "any standards against which a court should evaluate the fairness and adequacy of a settlement proposal" (internal citations omitted)). But Maryland Rule 2-231 is modeled after and generally tracks Federal Rule

of Civil Procedure 23. “Unlike Maryland Rule 2–231([i]), Federal Rule 23(e) has been applied and analyzed thoroughly in reported decisions of Maryland’s federal district courts and the Fourth Circuit, as well as nationally.” *Shenker*, 226 Md. App. at 683. Maryland courts thus regularly rely on federal cases interpreting Federal Rule 23 for guidance in interpreting Maryland Rule 2-321, including when deciding whether to approve a class action settlement. *See Shenker*, 226 Md. App. at 682–83.

Federal Rule of Civil Procedure 23 allows a court to approve a proposed class action settlement only if the court finds that the proposed settlement is “fair, reasonable, and adequate” after considering whether:

- (A) the class representatives and class counsel have adequately represented the class;
- (B) the proposal was negotiated at arm’s length;
- (C) the relief provided for the class is adequate, taking into account:
  - (i) the costs, risks, and delay of trial and appeal;
  - (ii) the effectiveness of any proposed method of distributing relief to the class, including the method of processing class-member claims;
  - (iii) the terms of any proposed award of attorney’s fees, including timing of payment; and
  - (iv) any agreement required to be identified under Rule 23(e)(3); and
- (D) the proposal treats class members equitably relative to each other.

Fed. R. Civ. P. 23(e)(2). The Court finds that the Settlement meets these requirements. The Settlement reflects an outstanding result for the Settlement Class in a case with a substantial level of risk. The Settlement provides significant monetary benefits to compensate Settlement Class Members for out-of-pocket losses and time spent dealing with issues related to the Security Incidents and important commitments by Defendant LifeBridge Health, Inc. (“LifeBridge”) as to

its ongoing and future data security practices.

The Court finds that Representative Plaintiffs and Settlement Class Counsel have adequately represented the Settlement Class. Settlement Class Counsel have significant experience litigating data breach class actions and have negotiated numerous substantial data breach class settlements. Settlement Class Counsel have been vigorously investigating and prosecuting this action since the beginning, and it is their work and effort that has brought this action to its current posture. Representative Plaintiffs Johnson and Belair have proven their adequacy to represent the Settlement Class. Both provided detailed information regarding their experiences relating to the Security Incidents and assisted Settlement Class Counsel with the investigation of claims. They both complied with discovery obligations and testified at their depositions. Each of them has remained in contact with Settlement Class Counsel throughout the litigation, including reviewing and approving the terms of the Settlement as being in the best interest of the Settlement Class.

The Court finds that the Settlement was negotiated at arm's length. The Settlement was negotiated between experienced counsel possessing a firm understanding of the strengths and weaknesses of the claims and defenses in this action and is the product of significant compromise by the Settling Parties. The Settling Parties were represented by zealous and able counsel who negotiated the terms of the Agreement aggressively and in good faith. The Settling Parties' engagement in multiple arm's length negotiations over the course of many months, both before substantive discovery was taken and after, removes any indication that the proposed Agreement is premature, or that the negotiations were conducted in bad faith or collusively.

The Court finds that the relief provided to the Settlement Class under the Settlement is adequate. The multiple beneficial forms of relief to the Settlement Class include reimbursement for out-of-pocket losses, reimbursement for time spent dealing with the Security Incidents, and



valuable business practice changes by LifeBridge, enforceable for two years under the Judgment. The reimbursement for lost time is a particularly significant benefit because dealing with issues stemming from a data breach, such as monitoring accounts, disputing fraudulent charges and accounts, and freezing credit, is one of the primary harms data breach victims suffer and for which they often do not have substantiating documentation. The adequacy of this relief is underscored when weighed against the costs and risks of proceeding through many months of continued litigation, including expert discovery, class certification, and ultimately a lengthy jury trial. The Settlement removes the very real possibility that Representative Plaintiffs and the Settlement Class would end up with nothing after an adverse litigation outcome. In addition, as discussed more fully below, the Court finds the terms of the proposed attorneys' fee award support final approval of the Settlement.

The Court finds that the proposed method of distributing relief to the Class, including the method of processing claims, is also effective, fair, and adequate. The claims process is ongoing, and the deadline to submit a claim is February 1, 2023. All Settlement Class Members have an equal opportunity to claim monetary relief based upon the extent of their losses. The claim form is in plain language, easy to complete, and can be submitted either online or in papers. And the Claims Administrator will process claims under a consistent protocol, including the opportunity for Settlement Class Members to dispute non-approved claims, and to receive payment either by check or electronic transfer.

The Court finds that the Settlement treats Settlement Class Members equitably relative to each other. Each Settlement Class Member "has the same opportunity to claim benefits under the Settlement in relation to the harm suffered," and Representative Plaintiffs "are entitled to the same opportunity as the rest of the class, with the addition of the modest service awards Class Counsel

has sought on their behalf for their important and necessary contribution to this litigation.” *See Hutton v. Nat’l Bd. of Exam’rs in Optometry, Inc.*, No. CV JKB-16-3025, 2019 WL 3183651, at \*6 (D. Md. July 15, 2019) (granting final approval of data breach class action settlement). For these reasons, the Court finds that the Settlement is fair, reasonable, and adequate.

2. Class Certification for Settlement Purposes. For the following reasons, the Court reaffirms that it is proper to certify, and hereby does certify, for settlement purposes only, the Settlement Class pursuant to Maryland Rule 2-231. To meet the prerequisites of a class action under Maryland law, (1) a proposed class must be “so numerous that joinder of all members is impracticable”; (2) there must be “questions of law or fact common to the class”; (3) “the claims of the representative parties” must be “typical of the claims of the class”; and (4) “the representative parties” must “fairly and adequately protect the interests of the class.” Md. Rule 2-231(b). The Settlement Class satisfies these prerequisites.

There are over 500,000 Settlement Class Members, and thus the numerosity prerequisite is satisfied. This case presents common questions of law and fact exceeding what the commonality prerequisite demands, including whether LifeBridge’s data security practices were sufficient; whether LifeBridge knew or should have known of the susceptibility of LifeBridge’s systems to a data breach; whether LifeBridge failed to implement reasonable and adequate security procedures and practices; whether LifeBridge owed a duty to Representative Plaintiffs and proposed Settlement Class Members to protect their Personal Information; whether LifeBridge breached its duty to protect the Personal Information of Representative Plaintiffs and proposed Settlement Class Members; and whether LifeBridge’s conduct, including its failure to act, resulted in or was the proximate cause of the breach of LifeBridge’s systems and/or the loss of the Personal Information of Representative Plaintiffs and proposed Settlement Class Members.

The typicality prerequisite is satisfied because similar legal and remedial theories underly the Representative Plaintiffs' claims and those of the Settlement Class. Representative Plaintiffs' claims and the proposed Settlement Class Members' claims arise from the same alleged conduct by LifeBridge: the alleged failure to adequately protect their Personal Information and the alleged failure to timely and accurately notify them of the Security Incidents. The adequacy prerequisite is satisfied because Representative Plaintiffs have no conflicts of interest with the Members of the Settlement Class and have vigorously and competently represented the class thus far in the litigation. And Settlement Class Counsel are active practitioners with substantial experience in consumer, privacy, and data breach litigation, who have been appointed to leadership positions in numerous class actions. Since the Court preliminarily approved the Settlement, Representative Plaintiffs and Settlement Class Counsel have continued to adequately represent the Settlement Class.

Once the prerequisites under Md. Rule 2-231(b) have been satisfied, a class may be certified if, among other alternatives, "the court finds that the questions of law or fact common to the members of the class predominate over any questions affecting only individual members and that a class action is superior to other available methods for the fair and efficient adjudication of the controversy." Md. Rules 2-231(c)(3). Here, the requirements of predominance and superiority are satisfied. The abundant common legal and factual questions predominate over any questions affecting only individual Settlement Class Members. The importance of the central common question in this case—whether the Security Incidents wrongfully exposed the Personal Information of Representative Plaintiffs and proposed Settlement Class Members—far outweighs that of any issues particular to only some Members. And a class action is the superior method to decide this case because individual damages are likely to be relatively small, individual actions would be cost

prohibitive in light of the complex questions in play, and the Settlement Class is certified for settlement purposes only, thus negating any potential manageability issues.

The Court hereby certifies, for settlement purposes only, a Class consisting of: All individuals notified by or on behalf of LifeBridge regarding the Security Incidents. Excluded from the Settlement Class are: (1) the Judge presiding over the Litigation, any members of the Judges' staff, and immediate members of the Judge's family; (2) Defendant, its subsidiaries, parent companies, successors, predecessors, and any entity in which Defendant or its parents have a controlling interest and their current or former officers, directors, members, shareholders, and board members; (3) persons who properly execute and submit a request for exclusion on or before the Opt-Out Date; and (4) the successors or assigns of any such excluded Persons. For avoidance of doubt, employees of LifeBridge affiliates who are not explicitly excluded in clause (2) of this paragraph are not excluded from the Settlement Class by virtue of their employment by LifeBridge affiliates.

3. Representative Plaintiffs and Settlement Class Counsel. For purposes of the Settlement, the Court appoints Nikoletta S. Mendrinis of Murphy, Falcon & Murphy; Barrett J. Vahle of Stueve Siegel Hanson LLP; and John A. Yanchunis of Morgan & Morgan Complex Litigation Group as Settlement Class Counsel to act on behalf of the Settlement Class and the Representative Plaintiffs with respect to the Settlement. The Court authorizes Settlement Class Counsel to enter into the Settlement on behalf of the Class Representatives and the Class, and to bind them all to the duties and obligations contained therein. The Court further finds and determines that Representative Plaintiffs Darlene Johnson and Sharon Belair have fairly and adequately represented the interests of the Settlement Class and now appoints them as Settlement Class Representatives.

4. Findings Concerning Notice. The Court finds and determines that the Notice Program has been implemented by the Claims Administrator and the Settling Parties in accordance with the requirements of the Settlement Agreement. The Court reaffirms its findings in its Preliminary Approval Order that mailing the Summary Notice and publication of the Settlement Agreement, Long Form Notice, Summary Notice, and Claim Form on the Settlement Website, all pursuant to the Court's Preliminary Approval Order, constitute the best notice practicable under the circumstances, constitute due and sufficient notice of the matters set forth in the notices to all persons entitled to receive such notices, and fully satisfies the requirements of due process, Maryland Rule 2-231(f) and (g), and all other applicable laws and rules. The Court further finds that all of the notices are written in simple terminology and are readily understandable by Settlement Class Members.

5. Findings Concerning Claims Process. The Court finally approves the Claims Process as a fair and reasonable method to allocate the Settlement benefits among the Settlement Class Members. The Court directs that the Claims Administrator continue to effectuate the Claims Process according to the terms of the Settlement Agreement.

6. Final Fairness Hearing. The Court held a Final Fairness Hearing on October 26, 2022. The Court determined that the Final Fairness Hearing was to be conducted via remote videoconferencing means, and reasonable notice was provided as to the platform and with the appropriate access codes. At least 10 days prior to the Final Fairness Hearing, Class Counsel and Defendant caused to be filed with the Court an appropriate affidavit with respect to complying with the provisions of notice as set forth in Paragraphs 3.2 and 3.3 of the Settlement Agreement. Following oral argument from the Settling Parties, the Court finds and determines as follows: (a) the Settlement is finally approved as fair, reasonable, and adequate; (b) this matter is certified

as a class action for settlement purposes pursuant to Maryland Rule 2-231; (c) the motion for service awards in the amount of \$2,500 to each Representative Plaintiffs and award of attorneys' fees and expenses in the amount of \$775,000 is approved and granted; and (d) Plaintiffs' Fourth Amended Complaint is dismissed with prejudice pursuant to the terms of the Settlement Agreement; and (e) Settlement Class Members, except for those who timely and validly excluded themselves, are bound by the releases set forth in the Settlement Agreement.

7. Final Judgment. There is no just reason to delay entry of this Final Approval Order and Final Judgment. For the reasons set forth herein, the Court hereby (1) grants final approval of the Settlement and (2) certifies the Settlement Class pursuant to Maryland Rule 2-231. The Court will separately enter a final judgment in the form agreed to by the Settling Parties, attached as Exhibit 1 to the Settlement Agreement. The Settling Parties provided the list of timely and valid opt-outs at the Final Fairness Hearing, which will be Exhibit A to the Final Judgment. The Settling Parties are ordered to carry out the Settlement as provided in the Settlement Agreement.

8. Release. As of the Effective Date, the Releases shall be deemed to have, and by operation of this Order and the Final Judgment shall have permanently enjoined and barred Representative Plaintiffs and all Settlement Class Members, whether or not they have filed a Claim Form within the time provided, from asserting any claims (except through the Claim Form procedures) against Defendant and the Released Persons arising from the Released Claims, and Representative Plaintiffs and all Settlement Class Members conclusively shall be deemed to have fully, finally, and forever released any and all such Released Claims, as set forth more fully in the Settlement Agreement.

9. Attorneys' Fees, Expenses, and Service Awards. The Court approves and grants the requested award of \$775,000 in attorneys' fees and expenses to Settlement Class Counsel and

service awards of \$2,500 to each Representative Plaintiff. These awards are fair and reasonable, and further weigh in favor of final approval of the Settlement.

Settlement Class Counsel seek an award of \$675,158 (\$775,000 less reasonable expenses of \$99,842). Here, where LifeBridge has agreed to pay up to \$800,000 in money claims, separately pay for administrative costs, and separately pay approved attorneys' fees, but there is no "settlement fund," it is proper to evaluate the reasonableness of the attorneys' fee request using the lodestar method. *Abubaker v. Dominion Dental USA, Inc.*, No. 119CV01050LMBMSN, 2021 WL 6750844, at \*6 (E.D. Va. Nov. 19, 2021) (citing *Brown v. Transurban USA, Inc.*, 318 F.R.D. 560, 575 (E.D. Va. 2016)); *Brown*, 318 F.R.D. at 575 ("Because there is no common fund in this case, the Court will evaluate Plaintiffs' Counsel's request for fees under the lodestar method."); *see also Friolo v. Frankel*, 373 Md. 501, 504–05 (2003) ("[G]enerally . . . in actions under fee-shifting statutes . . . the lodestar approach is ordinarily the appropriate one to use in determining a reasonable counsel fee.").

A lodestar analysis demonstrates that the requested attorneys' fee award is reasonable here. As of the time Settlement Class Counsel filed their fee application, they report that they had worked a collective 1,810 hours pursuing the result achieved for the Settlement Class, for a total lodestar of \$1,186,514. Settlement Class Counsel's lodestar reflects the time, effort, and skill reasonably required to prosecute this complex litigation to a successful resolution. The Court finds that the time spent and hourly billing rates applied by Settlement Class Counsel are reasonable and appropriate. Moreover, Settlement Class Counsel's requested fee represents a multiplier of 0.57. This multiplier is less than one, i.e., it is a significant "negative" multiplier. This multiplier further supports the Court's finding that the fee request is reasonable, especially considering that Settlement Class Counsel has devoted additional time to the case since they filed their fee

application and will continue to devote time to the case after final approval.

The Court finds that the relevant factors under Maryland Attorneys' Rule of Professional Conduct 1.5 confirm the reasonableness of the requested attorneys' fees. This case required Settlement Class Counsel to devote significant time and labor. As in many data breach class actions, the factual issues in this case required knowledge of complex, technical subjects, such as data security, industry best practices, and mechanisms of the data breach. Settlement Class Counsel provided the skilled representation that this case required. Due to the significant undertaking this case presented to Settlement Class Counsel over a four-year period, acceptance of the case precluded other employment by Settlement Class Counsel. And the requested attorneys' fee award falls well below the amounts customarily approved as reasonable in similar cases. *See, e.g., In re Anthem, Inc. Data Breach Litig.*, No. 15-MD-02617-LHK, 2018 WL 3960068, at \*28 (N.D. Cal. Aug. 17, 2018) (awarding multiplier slightly above 1); *In re Yahoo! Inc. Customer Data Sec. Breach Litig.*, No. 16-MD-02752-LHK, 2020 WL 4212811, at \*30 (N.D. Cal. July 22, 2020) (awarding 1.15 multiplier), *appeal dismissed*, No. 20-17438, 2021 WL 2451242 (9th Cir. Feb. 16, 2021); *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) (approving 2.62 multiplier), *aff'd in part, rev'd in part on other grounds and remanded*, 999 F.3d 1247 (11th Cir. 2021); *Abubaker*, 2021 WL 6750844, at \*6 (approving 0.625 multiplier).

The results Settlement Class Counsel obtained for the Settlement Class are substantial and redress the key harms suffered by data breach victims—money and time spent by Settlement Class Members relating to the Security Incidents, and valuable injunctive relief to help protect personal information held by LifeBridge going forward. The injunctive relief is in the form of LifeBridge's commitment to implement or continue certain business practices related to data security for a



period of two years. These business practices include encrypting sensitive data; investing in and utilizing software to track biomed devices used at LifeBridge facilities; network monitoring; endpoint and server patching; migration of Potomac's electronic medical record system; employing a Chief Information Security Officer; requiring two-factor authentication for remote access to LifeBridge Office 365 environment; annual data security training for all associates; developing new employee orientation either created or approved by the Chief Information Security Officer; and enhanced email protection and filtering. LifeBridge estimates that the cost of implementing these business practices is \$4.3 million and that the operating cost of these practices is \$1.8 million per year for two years, amounting to a total value of \$7.9 million in injunctive relief achieved on behalf of the Representative Plaintiffs and Settlement Class.

These results are especially outstanding when weighed against the costs and risks of proceeding through many more months—or perhaps years—of hotly-contested litigation, including expert discovery, class certification, and ultimately a lengthy jury trial and appeals. Representative Plaintiffs and Settlement Class Counsel have maintained a supportive professional relationship and mutual devotion to prosecuting the case on behalf of the Settlement Class. Settlement Class Counsel have distinguished experience, reputation, and ability, including extensive experience litigating consumer, privacy, and data breach class action cases. Finally, the contingent nature of the requested fee further confirms its reasonableness. Settlement Class Counsel ran the risk of receiving no compensation for their services or reimbursement for their expenses had the litigation not been successful. The pertinent factors of Rule 1.5 all support approving Settlement Class Counsel's requested attorneys' fees. The Court hereby grants this request.

Settlement Class Counsel has requested \$99,842 in litigation expenses incurred

prosecuting this case. There is no objection to the reimbursement of these expenses, and the Court finds reimbursement in the amount of \$99,842 is reasonable and appropriate.

Settlement Class Counsel seek service awards of \$2,500 for Representative Plaintiffs Johnson and Belair. The Court finds that this amount is fair and appropriate in this case. Representative Plaintiffs stepped forward to represent the interests of the Settlement Class, consulted with Settlement Class Counsel in the assertion of the Settlement Class's claims, and participated in discovery, including testifying at their depositions. Representative Plaintiffs are therefore entitled to modest awards to compensate them for their time and effort on behalf of the Settlement Class.

For these reasons, the Court hereby awards (1) attorneys' fees in the amount of \$675,158 to be allocated and distributed among lawyers representing Representative Plaintiffs at the sole discretion of Settlement Class Counsel; (2) reimbursement of litigation expenses in the amount of \$99,842; and (3) service awards in the amount of \$2,500 for each of the Representative Plaintiffs, with all of the foregoing payments to be made by LifeBridge.

**IT IS SO ORDERED:**

Date: \_\_\_\_\_

\_\_\_\_\_  
Hon. Lawrence P. Fletcher-Hill  
Circuit Court for Baltimore City