

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

IN RE WASTE MANAGEMENT DATA
BREACH LITIGATION

Case No. 1:21-CV-06199-DLC

**PLAINTIFFS' NOTICE OF MOTION AND MOTION FOR
FEE AWARD, LITIGATION COSTS AND SERVICE AWARDS**

Lead Plaintiff Gabriel Fierro and Plaintiffs Janie Marcaurel, Shelby Ingram, Mark Krenzer, Mary J. Fusilier, Clifford Harris, Nolan Brodie, Miguel Montelongo, Gerald Davis, Steven Dudley, Edward Couture, Rafael Moran, and Mary Chubbuck (“Class Representatives” or “Plaintiffs”) hereby move this Court to approve the requested combined attorneys’ fees and expenses in the amount of \$440,000, the Service Award to the Lead Plaintiff herein, Gabriel Fierro, in the amount of \$2,500, and to the remaining Plaintiffs in the amount of \$500 each. This Motion is made in conjunction with the Unopposed Motion for Final Approval of Class Action Settlement.

This Motion is based on the Supporting Memorandum filed herewith; the Declaration of Gayle M. Blatt; the Settlement Agreement entered into between the parties as well as the Notices issued to the Class at ECF 93-1; Plaintiff’s Motion for Final Approval of Class Action Settlement, Supporting Memorandum, Supporting Declarations, and Firm Resume, and all other pleadings and papers on file in this action; and any oral argument that may be heard by this Court at or prior to the Final Approval Hearing.

Wherefore, Plaintiffs request that this Court grant this motion and grant the motion for attorneys’ fees, costs, and service awards.

Dated: January 15, 2024

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s/ Gayle M. Blatt

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**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

IN RE WASTE MANAGEMENT DATA
BREACH LITIGATION

Case No. 1:21-CV-06199-DLC

**MEMORANDUM OF LAW IN SUPPORT OF PLAINTIFFS' UNOPPOSED MOTION
FOR FEE AWARD, LITIGATION COSTS, AND SERVICE AWARDS**

TABLE OF CONTENTS

I. INTRODUCTION1

II. FACTUAL BACKGROUND3

 A. Procedural History.....3

 B. Settlement Negotiations4

III. SUMMARY OF SETTLEMENT.....5

IV. ARGUMENT6

 A. Legal Standards for Calculating Reasonable Attorneys’ Fees in Class
 Action Settlements6

 B. Class Counsel’s Time and Labor7

 C. The Magnitude and Complexity of the Litigation10

 D. The Risks of the Litigation12

 E. The Quality of Representation13

 F. The Requested Fee in Relation to the Settlement14

 1. Public Policy Considerations Favor the Requested Fee Award.....14

 2. The Absence of Objections to the Fee Request Further Support its
 Reasonableness15

 G. The Requested Service Awards are Reasonable and Should be Approved.....16

V. CONCLUSION.....16

TABLE OF AUTHORITIES

	Page(s)
Cases	
<i>Babcock v. C. Tech Collections, Inc.</i> , No. 1:14-CV-3124 (MDG), 2017 WL 1155767 (E.D.N.Y. Mar. 27, 2017)	11
<i>Beckman v. KeyBank, N.A.</i> , 293 F.R.D. 467 (S.D.N.Y. 2013).....	14, 15, 16
<i>Castagna v. Madison Square Garden, L.P.</i> , No. 09-CV-10211 LTS HP, 2011 WL 2208614 (S.D.N.Y. June 7, 2011).....	11
<i>Deposit Guar. Nat. Bank, Jackson, Miss. v. Roper</i> , 445 U.S. 326 (1980).....	14
<i>Ebbert v. Nassau Cnty.</i> , No. CV 05-5445 AKT, 2011 WL 6826121 (E.D.N.Y. Dec. 22, 2011)	10
<i>Fleisher v. Phoenix Life Ins. Co.</i> , No. 11-CV-8405 (CM), 2015 WL 10847814 (S.D.N.Y. Sept. 9, 2015)	11, 12
<i>Frank v. Eastman Kodak Co.</i> , 228 F.R.D. 174 (W.D.N.Y. 2005).....	14
<i>Goldberger v. Integrated Res., Inc.</i> , 209 F.3d 43 (2d Cir. 2000)	6, 7, 11
<i>Guevoura Fund Ltd. v. Sillerman</i> , No. 1:15-CV-07192-CM, 2019 WL 6889901 (S.D.N.Y. Dec. 18, 2019).....	15
<i>Hyland v. Navient Corp.</i> , 48 F.4th 110 (2d Cir. 2022).....	16
<i>In re Austrian & German Bank Holocaust Litig.</i> , 80 F. Supp. 2d 164 (S.D.N.Y. 2000).....	9
<i>In re MetLife Demutualization Litig.</i> , 689 F. Supp. 2d 297 (E.D.N.Y. 2010)	11, 13
<i>In re Signet Jewelers Ltd. Sec. Litig.</i> , No. 1:16-CV-06728-CM-SDA, 2020 WL 4196468 (S.D.N.Y. July 21, 2020).....	7

In re Sumitomo Copper Litig.,
74 F. Supp. 2d 393 (S.D.N.Y. 1999)..... 14

In re Visa Check/Mastermoney Antitrust Litig.,
297 F. Supp. 2d 503 (E.D.N.Y. 2003) 14

Jermyn v. Best Buy Stores, L.P.,
No. 08 CIV. 214 CM, 2012 WL 2505644 (S.D.N.Y. June 27, 2012) 13, 14

Lowe v. NBT Bank, N.A.,
No. 319CV1400MADML, 2022 WL 4621433 (N.D.N.Y. Sept. 30, 2022)..... 6

Massiah v. MetroPlus Health Plan, Inc.,
No. 11-CV-05669 BMC, 2012 WL 5874655 (E.D.N.Y. Nov. 20, 2012) 15

McDaniel v. Cnty. of Schenectady,
595 F.3d 411 (2d Cir. 2010) 6

MSC Mediterranean Shipping Co. Holding S.A. v. Forsyth Kownacki LLC,
No. 16 CIV. 8103 (LGS), 2017 WL 1194372 (S.D.N.Y. Mar. 30, 2017) 9

Parker v. Jekyll & Hyde Ent. Holdings, L.L.C.,
No. 08 CIV. 7670 BSJCF, 2010 WL 532960 (S.D.N.Y. Feb. 9, 2010) 9

Reyes v. Altamarea Grp., LLC,
No. 10-CV-6451 RLE, 2011 WL 4599822 (S.D.N.Y. Aug. 16, 2011) 15

U.S. Bank Nat'l Ass'n v. Dexia Real Est. Cap. Markets,
No. 12 CIV. 9412 (PAE), 2016 WL 6996176 (S.D.N.Y. Nov. 30, 2016) 9

Vista Outdoor Inc. v. Reeves Fam. Tr.,
No. 16 CIV. 5766, 2018 WL 3104631 (S.D.N.Y. May 24, 2018)..... 9

Wal-Mart Stores, Inc. v. Visa U.S.A., Inc.,
396 F.3d 96 (2d Cir. 2005) 12

I. INTRODUCTION

This case stems from a data security incident whereby a party or parties gained unauthorized access to Defendant USA Waste-Management Resources, LLC's computer network between approximately January 21 and 23, 2021. This breach allegedly involved the personally identifiable information of approximately 295,867 past and current Waste Management employees (the "Data Security Incident").

Lead Plaintiff Gabriel Fierro ("Lead Plaintiff") and Class Representatives Janie Marcaurel, Gabriel Fierro, Shelby Ingram, Mark Krenzer, Mary J. Fusilier, Clifford Harris, Nolan Brodie, Miguel Montelongo, Gerald Davis, Steven Dudley, Edward Couture, Rafael Moran, and Mary Chubbuck ("Class Representatives" and collectively with Lead Plaintiff, "Plaintiffs"¹) and Defendant USA Waste-Management Resources, LLC ("Waste Management") ("Plaintiffs" and collectively with Defendant the "Parties") allege the Data Security Incident involved an unauthorized party accessing, viewing, and exfiltrating certain files belonging to Waste Management's current and former employees. The information at issue included names, Social Security numbers, dates of birth, and/or driver's license numbers. Waste Management has denied – and continues to deny – Plaintiffs' allegations and any claims of wrongdoing related to the Data Security Incident.

¹ Although Class Representatives Couture, Moran, and Chubbuck are not technically plaintiffs since their action was never filed, this Court appointed them as Class Representatives in the order granting preliminary approval. For the sake of convenience, all the Class Representatives will be collectively referred to as "Plaintiffs."

As explained more fully in the concurrently filed Unopposed Motion for Final Approval of the Class Action Settlement, after extensive arms' length negotiations, the Parties reached a settlement that is fair, reasonable, and adequate. This Court granted preliminary approval of the proposed Settlement on November 15, 2023, after which class notice was sent to Settlement Class members.

The Settlement's benefits include the following: (1) Defendants' payments of reimbursement of up to \$750.00 for ordinary out-of-pocket expenses per class member, (2) Defendant's payments of reimbursement of up to \$3,000 for out- of- pocket losses due to identity fraud, (3) compensation for lost time (up to three (3) hours of lost time reimbursable at a rate of \$20.00 per hour) spent mitigating the effects of the Data Security Incident and (4) two (2) years of Identity Theft Protection and Credit Monitoring provided by Equifax's Complete Premier Services.

Waste Management is also responsible under the Settlement Agreement to pay all notice and settlement administration costs and any attorneys' fees and reimbursement of expenses up to a maximum of \$440,000, and service awards approved by the Court. *See* Settlement Agreement ("SA") § III (F), (G)². The Settlement Agreement provides for these fees and expenses to be paid outside of any other benefits to the Class. *Id.* Plaintiffs strongly believe the settlement is favorable to the Settlement Class, particularly in light of Waste Management's defenses and the granting of Waste Management's Motion to Dismiss.

² A copy of the Settlement Agreement is attached to the Declaration of Gayle M. Blatt in Support of Unopposed Motion for Final Approval of Class Action Settlement as Exhibit A.

Pursuant to the Settlement Agreement and the Court's inherent authority, Class Counsel respectfully request this Court award \$440,000.00 in attorneys' fees and expenses. Class Counsel's lodestar alone, without any multiplier, already exceeds this amount. And, as detailed more fully herein, the factual and legal complexity of these claims required the time and resources that Class Counsel invested. The work performed advancing the claims of the Settlement Class members – on a fully contingent basis – carried significant risk, and prevented Class Counsel from pursuing other opportunities.

In addition, Class Counsel requests that the Court approve a service award for the Class Representative Lead Plaintiff, Gabriel Fierro, in the amount of \$2,500.00, and Service Awards of \$500.00 each for Class Representatives Shelby Ingram, Mark Krenzer, Mary J. Fusilier, Clifford Harris, Nolan Brodie, Miguel Montelongo, Gerald Davis, Steven Dudley, Edward Couture, Rafael Moran, and Mary Chubbuck. These requests are modest and fully justified by the law and the work performed by these Plaintiffs.

II. FACTUAL BACKGROUND

A. Procedural History

A detailed procedural history of this case is set forth in the concurrently filed Unopposed Motion for Final Approval of Class Action Settlement. A short summary is provided here.

This is a consolidated class action that combines four separate class actions filed following the Data Security Incident. *See* Plaintiffs' Amended Consolidated Class

Action Complaint. (ECF No. 42). Following consolidation, Waste Management filed a Motion to Dismiss the Consolidated Complaint and this Court granted that motion and directed the clerk of the court to close the case. (ECF No. 58) Later that day, the clerk entered Judgment and closed the case. (ECF No. 59)

Plaintiffs then appealed that decision to the Second Circuit Court of Appeals. (ECF No. 60) Following the completion of the briefing but before argument was to be heard, the Parties reached a resolution of the case with the help of a mediator and multiple mediation sessions. The Parties thus filed a Joint Motion to Hold Appeal in Abeyance and Remove the Case from the Argument Calendar Pending Indicative Ruling from the District Court Regarding Settlement, which the Second Circuit granted. (Appeal, ECF No. 81, 88)

In accordance with that, the Parties filed a Joint Motion for Indicative Ruling, which this Court granted with certain modifications. (ECF No. 65) The Court of Appeals then issued remand to this Court.

B. Settlement Negotiations

Throughout the case, the Parties explored possible resolution. The Parties had scheduled mediation to take place on March 24, 2022, though the Court's ruling on the Motion to Dismiss mooted that mediation. After the Court's ruling, the Parties continued discussing potential informal resolution of the case for the Class. Plaintiffs Couture, Moran, and Chubbuck prepared to file another action after this Court granted Defendant's motion to dismiss and entered judgment, and Proposed Class

Counsel sent a draft of the new complaint to the mediator in conjunction with the post-dismissal mediation.

Ultimately, the Parties participated in multiple mediation sessions with JAMS mediator Bruce Friedman, one in September 2022 and one in January 2023. Declaration of Gayle M. Blatt (“Blatt Decl.”) ¶ 7. No agreement was reached during the first mediation, but progress was made and eventually a settlement was reached following the second mediation session. *Id.* The mediation sessions and settlement discussions spanned several months and included exchanging information between the Parties about the Data Security Incident, potential damages, appellate issues, Defendant’s business practices with respect to privacy and data security, and the experiences of Plaintiffs. The result is the arm’s-length Settlement Agreement for which final approval is now sought.

III. SUMMARY OF SETTLEMENT

Under the terms of the Settlement Agreement, there are five different remedies being provided to Settlement Class Members: (1) cash reimbursement up to \$3000 for identity theft related “Extraordinary Expenses,” provided they are reasonably traceable to the Data Security Incident; 2) cash reimbursement up to \$750 for “Ordinary Expenses” reasonably traceable to the Data Security Incident; (3) payment for lost time (up to 3 hours of lost time reimbursable at a rate of \$20/hour) spent mitigating the effects of the Data Security Incident; (4) two years of Identity Theft Protection and Credit Monitoring; and (5) several data security changes and improvements undertaken or continued by Waste Management.

After the essential terms of the Settlement set forth above were agreed upon, the Parties negotiated and reached an agreement regarding the payment of attorneys' fees, costs, expenses, and service awards to Plaintiffs. Specifically, the Parties agreed to a Service Award to the Class Representative Lead Plaintiff, Gabriel Fierro, of \$2,500, and to the remaining Class Representatives in the amount of \$500 each. Blatt Decl. ¶ 15; SA § III (F). Waste Management also agreed to pay attorneys' fees and expenses, subject to this Court's approval, in an amount not to exceed \$440,000. Blatt Decl. ¶ 15; SA § III (G). Payment of these fees and costs is entirely separate from the benefits provided to the Settlement Class and will not affect the potential recovery of any member of the Settlement Class. Blatt Decl. ¶ 15; SA § III (F), (G). Furthermore, the Settlement Agreement provides that Waste Management will pay all costs of Notice and Settlement Administration. Blatt Decl. ¶ 14; SA § III (E).

IV. ARGUMENT

A. Legal Standards for Calculating Reasonable Attorneys' Fees in Class Action Settlements

The Second Circuit has sanctioned two methods – the percentage method and lodestar method – for calculating reasonable attorneys' fees in class actions. *See Goldberger v. Integrated Res., Inc.*, 209 F.3d 43, 50 (2d Cir. 2000). The Court has discretion to award fees based on either the percentage method or the lodestar method. *See McDaniel v. Cnty. of Schenectady*, 595 F.3d 411, 417 (2d Cir. 2010); *see also Lowe v. NBT Bank, N.A.*, No. 319CV1400MADML, 2022 WL 4621433, at *11 (N.D.N.Y.

Sept. 30, 2022). Under use of either method, the touchstone of the inquiry is whether the award is reasonable. *Lowe*, 2022 WL 4621433, at *11.

Because there is no common fund here against which to calculate a percentage, Plaintiffs seek payment of attorneys' fees under the lodestar approach. In those circumstances, a court determines reasonableness of the fee request by evaluating: (1) counsel's time and labor; (2) the litigation's complexities and magnitude; (3) the litigation risks; (4) quality of representation; (5) the relationship of the requested fee to the settlement; and (6) considerations of public policy. *In re Signet Jewelers Ltd. Sec. Litig.*, No. 1:16-CV-06728-CM-SDA, 2020 WL 4196468, at *18 (S.D.N.Y. July 21, 2020) (quoting *Goldberger*, 209 F.3d at 50). Here the requested attorneys' fees – a modest \$440,000 – meets all the above criteria.

B. Class Counsel's Time and Labor

Class Counsel and her firm have devoted a total of 627.30 hours to date in this case, for a total lodestar of \$457,057.50. *See* Blatt Decl., ¶ 19. A breakdown of each attorney and paralegals' time and billing rate is provided in the Blatt Declaration at ¶ 19. Class Counsel has also incurred a total of \$29,516.20 in litigation costs and expenses. Blatt Decl., ¶ 20.³

³ Although Class Counsel are not requesting the fees and expenses for the work performed by various attorneys and professionals prior to the appointment of Class Counsel, those attorneys and paralegals have calculated a total time worked of 262.35 hours, for a lodestar amount of \$159,599.00. Blatt Decl., ¶ 21. This further shows the amount of fees requested by Class Counsel is well below the total hours worked on this litigation.

Class Counsel began investigating the Data Security Incident and the potential causes of action in March 2021, shortly after it happened. Blatt Decl., ¶ 4. Class counsel then drafted separate complaints that were filed on April 8, 2021 and April 20, 2021. Blatt Decl., ¶ 4. Shortly after the Court's appointment of Interim Lead Counsel, Class Counsel worked with the attorneys that had filed the other cases consolidated into this one on preparing and filing a Consolidated Class Action Complaint. Blatt Decl., ¶ 4.

Class Counsel then unsuccessfully opposed Waste Management's Motion to Dismiss the case, and then appealed the order granting the Motion to Dismiss. Blatt Decl., ¶ 5. That appeal was fully briefed and awaiting argument when the Parties finally reached a settlement of the case. Blatt Decl., ¶ 7. But, as explained above, that settlement was not reached until multiple rounds of mediation and many other informal discussions. Blatt Decl., ¶ 8. Following that, Class Counsel engaged in further motion work in seeking to have argument on the appeal stayed pending an indicative ruling from this Court. Blatt Decl., ¶ 9. This Court granted that, and so Class Counsel then prepared and filed a Motion for Preliminary Approval of the Settlement, which this Court granted. Blatt Decl., ¶ 11. Once the Class Notice program had been implemented, and pursuant to this Court's scheduling order, Class Counsel prepared a Motion for Final Approval of the settlement⁴. That motion has been filed concurrently with this one.

⁴ Class Counsel's lodestar calculation includes the time spent preparing the Motion for Final Approval but not this motion.

In addition to all of the above, Class Counsel will continue to expend time and effort through the conclusion of this case, including: (1) preparing for and attending the Final Approval Hearing before the Court; (2) addressing any objections that may be raised to the Settlement; (3) communicating with Settlement Class members to answer any questions they may have or address any issues with the claims process; and (4) if the Settlement is approved, continuing to work with the Settlement Administrator to ensure that the Settlement is fully implemented and all claims are timely and accurately paid. *See* Blatt Decl., ¶ 22; *see also Parker v. Jekyll & Hyde Ent. Holdings, L.L.C.*, No. 08 CIV. 7670 BSJJCF, 2010 WL 532960, at *2 (S.D.N.Y. Feb. 9, 2010) (“[C]lass counsel is likely to expend significant effort in the future implementing the complex procedure agreed upon for collecting and distributing the settlement funds...”)

In performing these and other tasks, Class Counsel has to date expended about 627 hours of attorney time. Blatt Decl., ¶ 19. This number of hours is reasonable for a complex class action of this type and was compiled from contemporaneous time records maintained by each individual attorney or paraprofessional who performed work on the case. *See id.* Moreover, the hourly rates are reasonable. *See e.g., Vista Outdoor Inc. v. Reeves Fam. Tr.*, No. 16 CIV. 5766, 2018 WL 3104631, at *6 (S.D.N.Y. May 24, 2018) (finding reasonable hourly partner rates between \$1,165 and \$1,260 and hourly associate rates between \$569.02 and \$753.42) (citing *MSC Mediterranean Shipping Co. Holding S.A. v. Forsyth Kownacki LLC*, No. 16 CIV. 8103 (LGS), 2017 WL 1194372, at *3 (S.D.N.Y. Mar. 30, 2017)); *see also U.S. Bank Nat'l Ass'n v. Dexia Real Est.*

Cap. Markets, No. 12 CIV. 9412 (PAE), 2016 WL 6996176, at *8 (S.D.N.Y. Nov. 30, 2016) (“[P]artner billing rates in excess of \$1000 an hour[] are by now not uncommon in the context of complex commercial litigation.”) (internal quotation marks omitted).

C. The Magnitude and Complexity of the Litigation

The magnitude and complexity of the Litigation support the Fee Award sought. “Most class actions are inherently complex and settlement avoids the costs, delays and multitude of other problems associated with them.” *In re Austrian & German Bank Holocaust Litig.*, 80 F. Supp. 2d 164, 174 (S.D.N.Y. 2000). This case is no different, where successfully litigating the case to a judgment providing class wide relief would require that Plaintiffs prevail in the appeal of this Court’s order granting Waste Management’s Motion to Dismiss, win a motion for class certification, defeat any future motions for summary judgment, and ultimately obtain a class judgment following trial. This process, as with any class action litigation, would be difficult and costly, requiring extensive expert consultation and testimony. Proving what data was exfiltrated in a data breach, and connecting that exfiltration to the increased risk of identity theft or actual identity theft for class members is no easy feat.

An additional challenge is the calculation of class-wide damages stemming from the Data Security Incident would be a complicated and costly process. *See, e.g., Ebbert v. Nassau Cnty.*, No. CV 05-5445 AKT, 2011 WL 6826121, at *12 (E.D.N.Y. Dec. 22, 2011) (“On liability and damages, this case likely would have ended up in a classic ‘battle of the experts.’ With that comes the inherent risk that a jury could be swayed by an expert for the Defendants who could minimize the amount of the Plaintiffs’

losses.”). While Plaintiffs are confident they could establish the damages incurred by the Settlement Class to the Court’s satisfaction, the Settlement eliminates this complexity and risk.

This case’s complexity is not diminished by the fact that Plaintiff’s Counsel was able to reach a prompt and efficient settlement. To do so on terms that provide important relief to Plaintiffs and the Settlement Class members, Class Counsel were required to engage in prolonged settlement negotiations. Blatt Decl., ¶ 8. At a minimum, absent settlement, litigation (and potential further appellate review) of these issues would likely continue for years before Plaintiff or the Settlement Class would obtain any recovery, which might then be diminished by immense costs and expenses. By reaching a favorable settlement prior to dispositive motions or trial, Plaintiff and the Settlement Class members avoid significant expense and delay, and instead ensure a fair and meaningful recovery for the Settlement Class. *See Babcock v. C. Tech Collections, Inc.*, No. 1:14-CV-3124 (MDG), 2017 WL 1155767, at *6 (E.D.N.Y. Mar. 27, 2017) (“the settlement provides certain compensation to the class members now, rather than awaiting an eventual resolution that would result in further expense without any definite benefit to class members.”); *Castagna v. Madison Square Garden, L.P.*, No. 09-CV-10211 LTS HP, 2011 WL 2208614, at *10 (S.D.N.Y. June 7, 2011) (commending parties for negotiating early settlement). Accordingly, this factor supports the requested fee award.

D. The Risks of the Litigation

The risks of continuing to litigate this case through trial strongly support the requested fee award. This factor is often cited as the “first, and most important, *Goldberger* factor.” *In re MetLife Demutualization Litig.*, 689 F. Supp. 2d 297, 361 (E.D.N.Y. 2010) (internal quotation marks omitted). Class Counsel took the risk of prosecuting this Litigation on a full contingency basis, without charging Plaintiffs or any Settlement Class members for fees or expenses. *See* Blatt Decl., ¶ 24; *see also Goldberger*, 209 F.3d at 53 (“(o)f course contingency risk . . . must be considered in setting a reasonable fee.”); *Fleisher v. Phoenix Life Ins. Co.*, No. 11-CV-8405 (CM), 2015 WL 10847814, at *21 (S.D.N.Y. Sept. 9, 2015) (“Contingency risk is the principal, though not exclusive factor, courts should consider in their determination of attorneys’ fees.”) (internal quotation marks omitted).

According to Class Counsel’s research, no data breach class action has reached trial, further demonstrating the unpredictable outcome if this action were to be tried. Settlements resolve any inherent uncertainty on the merits, and are therefore strongly favored by the courts, particularly in class actions. *See Wal-Mart Stores, Inc. v. Visa U.S.A., Inc.*, 396 F.3d 96, 116 (2d Cir. 2005). The parties disagree about the merits of Plaintiffs’ claims and there is substantial uncertainty about the ultimate outcome of this litigation. Assuming that the case were to proceed, the hurdles that Plaintiffs would face prior to certification and trial, as discussed *infra*, are significant.

In pursuing the litigation against Waste Management, Class Counsel was aware that resolution of the case in Plaintiffs’ favor might take years, with the possibility that

the claims would never be vindicated. Blatt Decl., ¶ 24. Despite this, Class Counsel vigorously investigated, negotiated, and litigated this case without any assurance of receiving compensation. All of these risks were apparent when Class Counsel began this action, further justifying the requested fee award.

E. The Quality of Representation

Courts “have consistently recognized that the result achieved is a major factor to be considered in making a fee award and in assessing the quality of the representation.” *Fleisher*, 2015 WL 10847814, at *21. Courts also account for the quality of opposing counsel. *See, e.g., In re MetLife Demutualization Litigation*, 689 F. Supp. 2d at 362.

Here the quality of Class Counsel’s representation comes into focus when considering the challenges faced and the benefits attained for the Settlement Class. Indeed, for Class Counsel to have obtained such a favorable settlement despite having lost the initial motion to dismiss and being faced with the prospect of trying to get it overturned on appeal shows appreciable skill and tenacity.

Further, one of the primary goals of the litigation was to provide monetary compensation for the Settlement Class members for losses stemming from the Data Security Incident. Another goal was to obtain protection for Plaintiffs and Settlement Class Members against identity theft and financial fraud, and to obtain assistance for them in the future should they fall victim to the foreseeable consequences of a data security incident such as this. And a further goal was to ensure to the extent possible,

that Plaintiffs and the Settlement Class Members' information would be maintained securely in the future. Class Counsel's efforts achieved those important goals.

Class Counsel's substantial prior experience in prosecuting complex class action cases on behalf of consumers, including numerous data breach class actions, was an important factor in achieving those goals. *See* Blatt Decl., ¶ 25. And Class Counsel obtained these results while facing opposing counsel of significant skill and reputation. *See Jermyn v. Best Buy Stores, L.P.*, No. 08 CIV. 214 CM, 2012 WL 2505644, at *11 (S.D.N.Y. June 27, 2012) ("Class Counsel achieved a positive result in this case while facing well-resourced and experienced defense counsel"). Accordingly, this factor weighs strongly in favor of the reasonableness of the requested fee award.

F. The Requested Fee in Relation to the Settlement

1. Public Policy Considerations Favor the Requested Fee Award

Public policy considerations weigh in favor of granting the requested fees. In awarding attorneys' fees, the Second Circuit "take[s] into account the social and economic value of class actions, and the need to encourage experienced and able counsel to undertake such litigation." *In re Sumitomo Copper Litig.*, 74 F. Supp. 2d 393, 399 (S.D.N.Y. 1999).

Courts have recognized that fee awards in cases like this serve the dual purposes of encouraging "private attorney[s] general" to seek redress for violations and discouraging future misconduct of a similar nature. *See Deposit Guar. Nat. Bank, Jackson, Miss. v. Roper*, 445 U.S. 326, 338–39 (1980); *Beckman v. KeyBank, N.A.*, 293 F.R.D. 467, 477 (S.D.N.Y. 2013). This class action on behalf of the Settlement Class has

“resulted in a settlement that will improve the experiences of customers” *Jermyn*, 2012 WL 2505644, at *12. Only Plaintiffs ‘and Class Counsel’s willingness to bring this Litigation has secured the Settlement Class with significant compensation for their injuries stemming from the Data Security Incident.

An award of attorneys’ fees helps to ensure that “plaintiffs’ claims [will] . . . be heard.” *Frank v. Eastman Kodak Co.*, 228 F.R.D. 174, 189 (W.D.N.Y. 2005). If courts denied sufficient attorneys’ fees, “no attorneys . . . would likely be willing to take on . . . small-scale class actions[.]” *Id.*; see also *In re Visa Check/Mastermoney Antitrust Litig.*, 297 F. Supp. 2d 503, 524 (E.D.N.Y. 2003) (class action fee awards “must . . . serve as an inducement for lawyers to make similar efforts in the future”). This and the other Goldberger factors support approval of the attorneys’ fees requested.

2. The Absence of Objections to the Fee Request Further Support its Reasonableness

An additional factor in favor of the reasonableness of a request for attorneys’ fees is the extent to which the class has raised any objections to the request. See, e.g., *Guevoura Fund Ltd. v. Sillerman*, No. 1:15-CV-07192-CM, 2019 WL 6889901, at *22 (S.D.N.Y. Dec. 18, 2019) (absence of objections to fee request at time of final approval hearing, despite deadline for objections having not yet occurred, “militates in favor of approval of the Fees as requested.”). As of the date of the filing of this Motion, no objections to the fee request have been received. Accordingly, this factor weighs in favor of approval of the attorneys’ fees requested.

G. The Requested Service Awards are Reasonable and Should be Approved.

Service awards are commonly awarded in class action cases to compensate plaintiffs for the time and effort they expended in assisting the prosecution of the litigation, the risks incurred by becoming and continuing as a litigant, and any other burdens sustained. *Beckman*, 293 F.R.D. at 483, (citing *Reyes v. Altamarea Grp., LLC*, No. 10-CV-6451 RLE, 2011 WL 4599822, at *9 (S.D.N.Y. Aug. 16, 2011)). Courts consider such compensation important. *See Massiah v. MetroPlus Health Plan, Inc.*, No. 11-CV-05669 BMC, 2012 WL 5874655, at *8 (E.D.N.Y. Nov. 20, 2012).

The amount requested is reasonable and modest relative to awards regularly granted by courts in this jurisdiction and the request should be granted. *See Beckman*, 293 F.R.D. at 483 (granting an award of \$5,000 to \$7,500 to plaintiffs); *Hyland v. Navient Corp.*, 48 F.4th 110, 124 (2d Cir. 2022) (upholding the district court's approval of a \$15,000 service award based on declarations of named plaintiffs identifying work done on behalf of class). Plaintiff Fierro had ongoing discussions with retained counsel; provided documents and information before the Complaint was prepared and as the case progressed; and reviewed the Complaint and various other important case documents as the case progressed. He was apprised of the litigation and agreed to participate in the appeal, and remained available for consultation through the mediation and settlement process, and he is supportive of the settlement. *See* Declaration of Gabriel Fierro, filed herewith. The other Plaintiffs in the litigation also participated by filing their initial complaints, participating as plaintiffs in the

Consolidated Complaint and staying apprised of the litigation, including approving the settlement terms.

Accordingly, Lead Plaintiff Gabriel Fierro and appointed class representatives now respectfully request that the Court grant final approval of the Settlement in a separate motion, filed concurrently. And Plaintiffs request the Court approve a Service Award to the Lead Plaintiff herein, Gabriel Fierro, in the amount of \$2,500, and to the remaining approved class representatives in the amount of \$500.

V. CONCLUSION

For the reasons set forth herein, Class Counsel respectfully requests this Court to order an award of attorneys' fees and litigation costs in the amount of \$440,000 and to further award the named Plaintiffs the Service Awards outlined above.

Dated: January 15, 2024

**CASEY GERRY SCHENK FRANCAVILLA
BLATT & PENFIELD LLP**

s/ Gayle M. Blatt
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Class Counsel for Plaintiffs

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

IN RE WASTE MANAGEMENT DATA
BREACH LITIGATION

Case No. 1:21-CV-06199-DLC

**DECLARATION OF GAYLE M. BLATT IN SUPPORT OF PLAINTIFFS'
UNOPPOSED MOTION FOR FEE AWARD, LITIGATION COSTS, AND SERVICE
AWARDS**

I, Gayle M. Blatt, declare as follows:

1. I am an attorney licensed to practice law in the State of California and am admitted to this Court. I am a partner in the law firm of Casey Gerry Schenk Francavilla Blatt & Penfield, LLP (“Casey Gerry”) and was appointed Lead Counsel in this case and am counsel of record for Lead Plaintiff Gabriel Fierro. (*See* ECF No. 34)

2. All matters stated herein are based on personal knowledge, except where otherwise indicated. If called as a witness in this matter, I could and would competently testify thereto.

3. This Declaration is being submitted in support of Plaintiffs’ Unopposed Motion for Fee Award, Litigation Costs, and Service Awards.

I. FACTUAL AND PROCEDURAL BACKGROUND

4. My firm began investigating the Data Security Incident and the potential causes of action in March 2020, shortly after it happened. Later that same year, Plaintiffs filed their respective actions, specifically: (1) *Fierro v. USA Waste-Management Resources, LLC, et al.*, Case No. 1:21-cv-06147 (filed July 19, 2021); (2) *Marcaurel, et al. v. USA Waste-Management Resources, LLC, et al.*, Case No. 1:21-cv-06199 (filed July 20, 2021); (3) *Fusilier, et al. v. USA Waste-Management Resources, LLC*, Case No. 1:21-cv-06257 (filed July 22, 2021); and (4) *Krenzer v. USA Waste-Management Resources, LLC*, Case No. 1:21-cv-06902 (filed August 16, 2021). The actions asserted causes of action arising from the Data Security Incident, which exposed personal data belonging to Plaintiffs and the putative class, including names, Social Security numbers, dates of birth, and/or driver’s license numbers. On September 3, 2021, the Court consolidated the four actions. (ECF

No.16) On November 29, 2021, Plaintiffs filed their Amended Consolidated Class Action Complaint (“CAC”).

5. On January 7, 2022, Defendant filed a Motion to Dismiss Plaintiffs’ CAC pursuant to Federal Rule of Civil Procedure (12)(b)(6) (ECF No. 52), Plaintiffs opposed the motion on January 28, 2022 (ECF No. 55), and Defendant filed its reply brief on February 11, 2022. (ECF No. 56) On February 24, 2022, the Court issued an Opinion and Order granting Defendant’s motion and directing the clerk to enter judgment for Defendant. (ECF No. 58) Later that day, the clerk entered Judgment and closed the case. (ECF No. 59)

6. On March 25, 2022, Plaintiffs filed a Notice of Appeal to the United States Court of Appeals for the Second Circuit seeking review of this Court’s ruling on the motion to dismiss (the “Appeal”). (ECF No. 60) Briefing for the Appeal concluded on October 21, 2022, and oral argument was previously set for March 15, 2023.

7. In the meantime, the Parties participated in multiple mediation sessions with well-respected JAMS mediator Bruce Friedman. Prior to the Court’s ruling on Defendant’s motion to dismiss, the Parties had a mediation scheduled for March 24, 2022. After the Court’s ruling, the mediation was taken off calendar, but the Parties continued discussing potential informal resolution, including while the appellate briefing process was ongoing.

8. Ultimately, the Parties attended a full-day mediation in September 2022, and a second mediation session with Mr. Friedman in January 2023. After much in-between and follow-on negotiations, the Parties were able to agree to the settlement

terms which accompany Plaintiffs' Motion for Final Approval of Class Action Settlement.

9. Upon the Parties' agreement to the terms of a comprehensive settlement, as discussed in greater detail *infra*, the Parties filed a Joint Motion to Hold Appeal in Abeyance and Remove the Case from the Argument Calendar Pending Indicative Ruling from the District Court Regarding Settlement. (Appeal, ECF No. 81)

10. On February 23, 2023, the Second Circuit granted the joint motion. (Appeal, ECF No. 88) The Parties filed status update letters on June 23, 2023, and August 25, 2023, and October 24, 2023. (Appeal, ECF Nos. 94, 95, 99, 103)

11. On October 10, 2023, this Court granted the Parties' Motion for an Indicative Ruling. (ECF No. 65) On October 26, 2023, the Second Circuit issued its remand. (Appeal, ECF No. 117) On November 15, 2023, this Court issued its Order Granting Preliminary Approval of Class Action Settlement and Approving Notice Program and appointing me as Class Counsel and appointing the class representatives identified herein. (ECF No. 72)

II. SETTLEMENT TERMS

12. As described in further detail in the Settlement Agreement, this Settlement provides immediate benefits to Settlement Class Members, including a cash payment for Ordinary Expenses, Extraordinary Expenses, and Time Spent attributable to the Data Security Incident. SA § III.A. Specifically, Settlement Class Members may submit claims to receive a payment of up to \$750.00 for documented Ordinary Expenses reasonably traceable to the Data Security Incident. SA § III.A.1. Settlement Class

Members who suffered identity theft reasonably traceable to the Data Security Incident may also submit claims for Extraordinary Expenses to receive a payment up to \$3,000 for reasonably documented expense(s). SA § III.A.2. Settlement Class Members may also submit claims for up to three hours of Time Spent remedying or preventing identity theft or other fraud, misuse of their PII attributable to the Data Security Incident and/or dealing with the Notice of the Data Security Incident, at a rate of \$20.00 per hour. SA § III.A.4. Time Spent claims need only include a brief description of (1) the action taken in response to the Data Security Incident; (2) the time associated with each action; and (3) an attestation that the time was spent responding to or addressing issues relating to the Data Security Incident.¹ *Id.*

13. Additionally, Settlement Class Members are also entitled to enroll in two years of the Identity Theft Protection and Credit Monitoring Package whether or not they file a Claim Form for other benefits under the settlement. SA § III.B.

14. Further, the Settlement provides Settlement Class Members benefits in the form of meaningful Remedial Measures by Defendant. Considering the Data Security Incident, and Plaintiffs' allegations, Defendant agreed to adopt, implement, and/or continue certain business practices for a period of at least five (5) years following the Settlement's Effective Date, including engaging a third party to conduct an annual cybersecurity penetration test, updating retention policies regarding former employee's PII, and continue utilizing multifactor authentication and third- party security endpoint monitoring services. SA § III.H. As part of the Settlement, Defendant will also

¹ Time Spent Claims are included in the \$750.00 maximum for Ordinary Expenses. SA § III.A.4.

separately pay all costs and expenses relating to notice and settlement administration.
SA § III.E.

15. After the essential terms of the Settlement set forth above were agreed upon, the Parties negotiated and reached an agreement regarding the payment of attorney's fees, costs, expenses, and service awards to Plaintiffs. Specifically, the Parties agreed to a Service Award to the Lead Plaintiff, Gabriel Fierro, of \$2,500, and to the remaining Class Representatives in the amount of \$500 each. SA § III (F). Waste Management also agreed to pay attorney's fees and expenses, subject to this Court's approval, in an amount not to exceed \$440,000. SA § III (G). Payment of these fees and costs is entirely separate from the benefits provided to the settlement class and will not affect the potential recovery of any member of the Settlement Class. SA § III (F), (G).

16. The Settlement treats Class Members equitably because all Settlement Class Members have the option to elect to make a claim for a cash payment for Ordinary Expenses, Extraordinary Expenses, and Time Spent attributable to the Data Security Incident and are automatically entitled to two years of the Identity Theft Protection and Credit Monitoring Package whether or not they also file a Claim Form for other benefits under the settlement. SA §§ III.A, III.B.

17. The only agreement related to this litigation is the Settlement Agreement, and there are no side agreements regarding attorneys' fees or costs related to this proposed Settlement. The Settlement Agreement provides that Class Counsel may allocate any award of fees and costs to other plaintiffs' counsel prior to distribution.

§ III.G. And the proposed Settlement Class Representatives are members of the Settlement Class and do not possess any interests antagonistic to the Settlement Class.

III. ATTORNEYS' FEES AND TIMING OF PAYMENT

18. Class Counsel and her firm have devoted a total of 627.30 hours to date in this case, for a total lodestar of \$457,057.50. This number of hours is reasonable for a complex class action of this type and was compiled from contemporaneous time records maintained by each individual attorney or paraprofessional who performed work on the case. This calculation does not include any time spent on the motion requesting fees and service awards.

19. In total, billing is submitted for five attorneys from my firm, including myself, and one paralegal worked on the case. Two of the attorneys held associate titles, and three are partners in the firm. Their respective billing rates are at or below the current rates charged by equally qualified attorneys in major metropolitan areas such as New York. A breakdown of each attorney and paralegals' time and billing rate is below.

TOTALS:		627.30		\$457,057.50
TIMEKEEPER	TITLE	HOURS	RATE	FEES
Blatt, Gayle M.	Partner	135.40	995	\$134,723.00
Guerra, P. Camille	Partner	50.10	815	\$40,831.50
Morphew, Michael	Associate	182.60	505	\$92,213.00
Robinson, Jeremy	Partner	138.00	950	\$131,100.00
Benke, Michael	Associate	40.00	795	\$31,800.00
Davis, Michelle	Paralegal	81.20	325	\$26,390.00

20. Class Counsel has also incurred a total of \$29,516.20 in litigation costs and expenses. These costs and expenses were necessarily and reasonably incurred in the prosecution of this case, and include filing and service fees, expert consult, legal research, mediation fees, telephone conference line usage, postage and transcripts. An accounting of those costs is attached as **Exhibit A**.

21. Additionally, although compensation is not being sought for the work performed by – or expenses incurred by – various other attorneys and professionals who worked on the cases before the appointment of Class Counsel, those professionals expended time and money to assist in the prosecution of the actions and the submissions I have reviewed for pre-leadership appointment time of those attorneys and paralegals calculate to a total time worked of 262.35 hours, for a lodestar amount of \$159,599.00. Those attorneys and paralegals also incurred total litigation costs of \$11,427.09.

22. In addition to all of the above, Class Counsel will continue to expend time and effort through the conclusion of this case, including: (1) preparing for and attending the Final Approval Hearing before the Court; (2) addressing any objections that may be raised to the Settlement; (3) communicating with Settlement Class members to answer any questions they may have or address any issues with the claims process; and (4) if the Settlement is approved, continuing to work with the Settlement Administrator to ensure that the Settlement is fully implemented and all claims are timely and accurately paid.

23. As of the filing of this Motion, there have been no objections to the Settlement. There have been four (4) requests for exclusion.

24. Class Counsel took the risk of prosecuting this Litigation on a full contingency basis, without charging Plaintiffs or any Settlement Class members for fees or expenses. In pursuing the litigation, I was aware that resolution of the case in Plaintiffs' favor might take years, with the possibility that the claims would never be vindicated.

25. In my opinion, based on my experience, this Settlement provides substantial tangible benefits to the Class now with a straightforward method of making claims. The Settlement is fair, reasonable, and adequate based upon all of the factual and legal issues unique to this case and it compares favorably to other settlements in similar cases. I believe this resolution could not have been reached but for the substantial experience in litigating data breach cases possessed by both me and my firm. Class Counsel's request for attorneys' fees and expenses is also reasonable, as it is limited to less than Class Counsel's lodestar without any application of any potential multiplier. The reaction of the Class has been positive, and on behalf of Plaintiffs and Class Counsel, I respectfully request the court grant Plaintiffs' Unopposed Motion for Final Approval of Class Action Settlement and Plaintiffs' Motion For Fee Award and Litigation Costs.

I hereby declare under penalty of perjury under the laws of the United States that the foregoing is true and correct. Executed this 15th day of January 2024 at San Diego, California.



GAYLE M. BLATT

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Counsel for Plaintiffs and the Class

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

IN RE WASTE MANAGEMENT DATA
BREACH LITIGATION

Case No. I :21-CV-06199-DLC

**DECLARATION OF GABRIEL FIERRO IN SUPPORT OF PLAINTIFFS'
MOTION FOR FEE AWARD, LITIGATION COSTS AND SERVICE AWARDS**

I, Gabriel Fierro, declare as follows:

1. I am one of the named plaintiffs in the above-captioned action, and on October 22, 2021 I was appointed Lead Plaintiff for the Class. (ECF No. 34) As such I submit this declaration in support of Plaintiffs' Motion for Final Approval and For Attorneys' Fees and Service Awards.

2. I have personal knowledge of the facts stated herein, unless otherwise indicated.

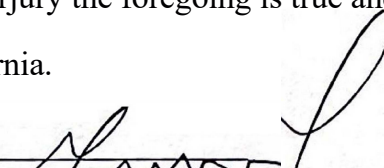
3. I received a Notice of Data Breach from Waste Management dated May 28, 2021, informing me of the unauthorized access to files that included my name, date of birth, Social Security number and Driver's License number.

4. In response to the receipt of the notice regarding the exposure of my personal information, I retained experienced legal counsel to pursue claims against parties who were responsible for the disclosure of my personal information. I agreed to serve as a named plaintiff and proposed class representative in the complaint filed against USA Waste -Management Resources, LLC.

5. I had ongoing discussions with retained counsel and provided documents and information before the Complaint was prepared and as the case progressed. I reviewed the Complaint, and various other important case documents as the case progressed. I was apprised of the litigation and agreed to participate in the appeal. I was available on the dates of mediation, understood the proposed settlement terms, and gave my approval and support to the settlement.

6. I have understood my duties to the unnamed members of the Settlement Class from the beginning of this case. I have done my best to represent the interests of the members of the Settlement Class. I am not aware of any personal interest of my own that conflicts with those of the other members of the Settlement Class.

I declare under penalty of perjury the foregoing is true and correct. Executed this 14th day of January, 2024, at Fontana, California.


GABRIEL FIERRO

Disbursement ID	Transaction Date	Disb Code	WIP Status	Quantity	To Bill Amount	Narrative
					\$29,516.20	
124243	2/18/2022	ARBITRATION & MEDIATION FEES (ARBI)	Billed (B)	0.00	\$8,475.00	JAMS [ARBITRATION & MEDIATION FEES]
127656	1/20/2023	ARBITRATION & MEDIATION FEES (ARBI)	Billed (B)	0.00	\$4,800.00	JAMS [ARBITRATION & MEDIATION FEES]
122954	8/13/2021	COSTS REIMBURSED (COST)	Billed (B)	0.00	\$200.00	Karen Wilson-Robinson, Esq. [COSTS REIMBURSED]
126918	10/31/2022	EXPERT - CONSULT (EXP)	Billed (B)	0.00	\$1,815.00	Extreme Scale Solutions, LLC [EXPERT_CONSULT]
122668	7/19/2021	FILING FEES (FILE)	Billed (B)	0.00	\$402.00	Wilson & Brown, PLLC [FILING_FEES_COURT_FEES]
123633	11/23/2021	FILING FEES (FILE)	Billed (B)	0.00	\$66.60	Business Card [FILING_FEES_COURT_FEES]
124279	2/22/2022	FILING FEES (FILE)	Billed (B)	0.00	\$276.83	Business Card [FILING_FEES_COURT_FEES]
132620	10/7/2023	FILING FEES (FILE)	WIP (W)	0.00	\$29.75	Vendor: Business Card; Invoice#: 2023.10.07-2510CL; Date: 10/7/2023 - 5474 1521 2215 2510 -
132548	11/3/2023	FILING FEES (FILE)	WIP (W)	0.00	\$282.00	Vendor: Business Card; Invoice#: 2023.11.03-0957; Date: 11/3/2023 - 5474 1500 9011 0957
132549	11/3/2023	FILING FEES (FILE)	WIP (W)	0.00	\$79.50	Vendor: Business Card; Invoice#: 2023.11.03-0957; Date: 11/3/2023 - 5474 1500 9011 0957
123002	8/24/2021	POSTAGE (POSTH)	Billed (B)	0.00	\$10.00	American Express [POSTAGE]
124923	4/21/2022	POSTAGE (POSTH)	Billed (B)	0.00	\$10.00	American Express [POSTAGE]
112583	7/19/2021	POSTAGE (POSTS)	Billed (B)	0.00	\$13.92	[POSTAGE]
112700	8/16/2021	POSTAGE (POSTS)	Billed (B)	0.00	\$0.51	[POSTAGE]
125229	5/18/2022	RECORDS & REPORTS (REC)	Billed (B)	0.00	\$221.00	Business Card [RECORDS_REPORTS]
131158	10/12/2023	RECORDS & REPORTS (REC)	Billed (B)	0.00	\$29.75	Vendor: Southern District Reporters; Invoice#: 0556542-IN; Date: 10/12/2023 21-0559 USA Waste-Management
122892	8/5/2021	RESEARCH - LEGAL (RES)	Billed (B)	0.00	\$3.50	Pacer Service Center [RESEARCH_LEGAL]
123442	10/21/2021	RESEARCH - LEGAL (RES)	Billed (B)	0.00	\$184.89	Thomson Reuters [RESEARCH_LEGAL]
123675	12/1/2021	RESEARCH - LEGAL (RES)	Billed (B)	0.00	\$5.80	Pacer Service Center [RESEARCH_LEGAL]
123692	12/1/2021	RESEARCH - LEGAL (RES)	Billed (B)	0.00	\$22.50	Pacer Service Center [RESEARCH_LEGAL]
124112	1/27/2022	RESEARCH - LEGAL (RES)	Billed (B)	0.00	\$9.00	Business Card [RESEARCH_LEGAL]
124153	1/27/2022	RESEARCH - LEGAL (RES)	Billed (B)	0.00	\$2.50	Business Card [RESEARCH_LEGAL]
124365	3/8/2022	RESEARCH - LEGAL (RES)	Billed (B)	0.00	\$416.43	Thomson Reuters [RESEARCH_LEGAL]
124399	3/8/2022	RESEARCH - LEGAL (RES)	Billed (B)	0.00	\$2,399.08	Thomson Reuters [RESEARCH_LEGAL]
124423	3/8/2022	RESEARCH - LEGAL (RES)	Billed (B)	0.00	\$442.21	Thomson Reuters [RESEARCH_LEGAL]
124483	3/8/2022	RESEARCH - LEGAL (RES)	Billed (B)	0.00	\$951.02	Thomson Reuters [RESEARCH_LEGAL]
124678	3/22/2022	RESEARCH - LEGAL (RES)	Billed (B)	0.00	\$386.50	Thomson Reuters [RESEARCH_LEGAL]
124712	3/22/2022	RESEARCH - LEGAL (RES)	Billed (B)	0.00	\$1,439.89	Thomson Reuters [RESEARCH_LEGAL]
124954	4/27/2022	RESEARCH - LEGAL (RES)	Billed (B)	0.00	\$1,541.92	Thomson Reuters [RESEARCH_LEGAL]
124967	4/27/2022	RESEARCH - LEGAL (RES)	Billed (B)	0.00	\$312.43	Thomson Reuters [RESEARCH_LEGAL]
125021	5/5/2022	RESEARCH - LEGAL (RES)	Billed (B)	0.00	\$1.30	Pacer Service Center [RESEARCH_LEGAL]

125023	5/5/2022	RESEARCH - LEGAL (RES)	Billed (B)	0.00	\$3.00	Pacer Service Center [RESEARCH_LEGAL]
125037	5/5/2022	RESEARCH - LEGAL (RES)	Billed (B)	0.00	\$1.40	Pacer Service Center [RESEARCH_LEGAL]
125052	5/5/2022	RESEARCH - LEGAL (RES)	Billed (B)	0.00	\$1.40	Pacer Service Center [RESEARCH_LEGAL]
125053	5/5/2022	RESEARCH - LEGAL (RES)	Billed (B)	0.00	\$0.20	Pacer Service Center [RESEARCH_LEGAL]
125055	5/5/2022	RESEARCH - LEGAL (RES)	Billed (B)	0.00	\$0.10	Pacer Service Center [RESEARCH_LEGAL]
125074	5/5/2022	RESEARCH - LEGAL (RES)	Billed (B)	0.00	\$0.40	Pacer Service Center [RESEARCH_LEGAL]
125077	5/5/2022	RESEARCH - LEGAL (RES)	Billed (B)	0.00	\$0.60	Pacer Service Center [RESEARCH_LEGAL]
125082	5/5/2022	RESEARCH - LEGAL (RES)	Billed (B)	0.00	\$3.20	Pacer Service Center [RESEARCH_LEGAL]
125092	5/5/2022	RESEARCH - LEGAL (RES)	Billed (B)	0.00	\$3.20	Pacer Service Center [RESEARCH_LEGAL]
125118	5/5/2022	RESEARCH - LEGAL (RES)	Billed (B)	0.00	\$0.10	Pacer Service Center [RESEARCH_LEGAL]
125258	5/24/2022	RESEARCH - LEGAL (RES)	Billed (B)	0.00	\$49.23	Thomson Reuters [RESEARCH_LEGAL]
125459	6/16/2022	RESEARCH - LEGAL (RES)	Billed (B)	0.00	\$66.71	Thomson Reuters [RESEARCH_LEGAL]
125925	7/29/2022	RESEARCH - LEGAL (RES)	Billed (B)	0.00	\$1,821.65	Thomson Reuters [RESEARCH_LEGAL]
126945	11/3/2022	RESEARCH - LEGAL (RES)	Billed (B)	0.00	\$9.80	Pacer Service Center [RESEARCH_LEGAL]
126949	11/3/2022	RESEARCH - LEGAL (RES)	Billed (B)	0.00	\$0.80	Pacer Service Center [RESEARCH_LEGAL]
127093	11/17/2022	RESEARCH - LEGAL (RES)	Billed (B)	0.00	\$559.49	Thomson Reuters - West [RESEARCH_LEGAL]
130004	7/14/2023	RESEARCH - LEGAL (RES)	Billed (B)	0.00	\$231.30	Thomson Reuters [RESEARCH_LEGAL]
130111	7/21/2023	RESEARCH - LEGAL (RES)	Billed (B)	0.00	\$0.50	Pacer Service Center [RESEARCH_LEGAL]
130139	7/21/2023	RESEARCH - LEGAL (RES)	Billed (B)	0.00	\$17.90	Pacer Service Center [RESEARCH_LEGAL]
130723	8/30/2023	RESEARCH - LEGAL (RES)	Billed (B)	0.00	\$260.01	Thomson Reuters [RESEARCH_LEGAL]
131326	9/14/2023	RESEARCH - LEGAL (RES)	Billed (B)	0.00	\$935.86	Vendor: Thomson Reuters; Invoice#: 849033329; Date: 10/1/2023 - 849033329
132061	10/4/2023	RESEARCH - LEGAL (RES)	WIP (W)	0.00	\$5.20	Vendor: Pacer Service Center; Invoice#: 4715574-Q32023; Date: 10/4/2023 - 4715574-Q32023
132381	11/1/2023	RESEARCH - LEGAL (RES)	WIP (W)	0.00	\$249.24	Vendor: Thomson Reuters; Invoice#: 849197138; Date: 11/1/2023 - 849197138
132398	11/1/2023	RESEARCH - LEGAL (RES)	WIP (W)	0.00	\$24.18	Vendor: Thomson Reuters; Invoice#: 849197138; Date: 11/1/2023 - 849197138
123158	10/1/2021	SERVICE - PROCESS (SERV)	Billed (B)	0.00	-\$169.00	Nationwide Legal, LLC [SERVICE-PROCESS]
123197	10/1/2021	SERVICE - PROCESS (SERV)	Billed (B)	0.00	\$94.00	Nationwide Legal, LLC [SERVICE-PROCESS]
123233	10/1/2021	SERVICE - PROCESS (SERV)	Billed (B)	0.00	\$169.00	Nationwide Legal, LLC [SERVICE-PROCESS]
123247	10/1/2021	SERVICE - PROCESS (SERV)	Billed (B)	0.00	\$169.00	Nationwide Legal, LLC [SERVICE-PROCESS]
123260	10/1/2021	SERVICE - PROCESS (SERV)	Billed (B)	0.00	-\$94.00	Nationwide Legal, LLC [SERVICE-PROCESS]
123273	10/1/2021	SERVICE - PROCESS (SERV)	Billed (B)	0.00	\$94.00	Nationwide Legal, LLC [SERVICE-PROCESS]
124015	1/13/2022	SERVICE - PROCESS (SERV)	Billed (B)	0.00	\$35.00	Nationwide Legal, LLC [SERVICE-PROCESS]
124450	3/8/2022	SERVICE - PROCESS (SERV)	Billed (B)	0.00	\$35.00	Nationwide Legal, LLC [SERVICE-PROCESS]
124459	3/8/2022	SERVICE - PROCESS (SERV)	Billed (B)	0.00	-\$35.00	Nationwide Legal, LLC [SERVICE-PROCESS]
124523	3/9/2022	SERVICE - PROCESS (SERV)	Billed (B)	0.00	\$35.00	Nationwide Legal, LLC [SERVICE-PROCESS]
124529	3/9/2022	SERVICE - PROCESS (SERV)	Billed (B)	0.00	-\$35.00	Nationwide Legal, LLC [SERVICE-PROCESS]
124534	3/9/2022	SERVICE - PROCESS (SERV)	Billed (B)	0.00	\$35.00	Nationwide Legal, LLC [SERVICE-PROCESS]
123866	12/21/2021	TELEPHONE (TELEH)	Billed (B)	0.00	\$11.92	Premiere Global Services [TELEPHONE]
123870	12/21/2021	TELEPHONE (TELEH)	Billed (B)	0.00	\$9.49	Premiere Global Services [TELEPHONE]

123873	12/21/2021	TELEPHONE (TELEH)	Billed (B)	0.00	\$37.24	Premiere Global Services [TELEPHONE]
124752	3/31/2022	TELEPHONE (TELEH)	Billed (B)	0.00	\$9.09	Premiere Global Services [TELEPHONE]
125066	5/5/2022	TELEPHONE (TELEH)	Billed (B)	0.00	\$14.45	Premiere Global Services [TELEPHONE]
125086	5/5/2022	TELEPHONE (TELEH)	Billed (B)	0.00	\$15.90	Premiere Global Services [TELEPHONE]
125125	5/5/2022	TELEPHONE (TELEH)	Billed (B)	0.00	\$8.85	Premiere Global Services [TELEPHONE]