

**IN THE UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

IRMA CARRERA AGUALLO, DROR
HERTZ, KELVIN HOLMES, MELISSA
ANTONIO, MARY MACARONIS, and
GREGGORY VEECH, individually and on
behalf of all others similarly situated,

Plaintiffs,

v.

KEMPER CORPORATION and INFINITY
INSURANCE COMPANY,

Defendants.

Case No. 1:21-cv-01883

Hon. Martha M. Pacold

**PLAINTIFFS' UNOPPOSED MOTION FOR APPROVAL OF
ATTORNEYS' FEES AWARD, EXPENSE REIMBURSEMENT,
AND SERVICE AWARDS TO REPRESENTATIVE PLAINTIFFS**

Plaintiffs Irma Carrera Aguallo, Dror Hertz, Kelvin Holmes, Mary Macaronis, and Gregory Veech (collectively, "Plaintiffs"), on behalf of themselves and all others similarly situated, by and through their undersigned counsel, hereby move without opposition for an Order approving: (1) Plaintiffs' Counsel's requested attorneys' fees and expenses award of \$2,500,000; and (2) service awards of \$1,500 to each of the six Representative Plaintiffs. In support of the instant Motion, Plaintiffs incorporate their concurrently filed Memorandum of Law; the Declarations of Plaintiffs Irma Carrera Aguallo, Dror Hertz, Kelvin Holmes, Mary Macaronis, and Gregory Veech; the Declaration of Melissa Baldwin; and the individual Declarations of counsel Rachele R. Byrd, Gary M. Klinger, Jean S. Martin and M. Anderson Berry on behalf of their respective law firms.

Dated: December 23, 2021

Respectfully submitted,

/s/ Gary M. Klinger

Gary M. Klinger

gklinger@masonllp.com

MASON LIETZ & KLINGER LLP

227 W. Monroe Street, Suite 2100

Chicago, Illinois 60606

Tel: (202) 429-2290

Fax: (202) 429-2294

Rachele R. Byrd

byrd@whafh.com

WOLF HALDENSTEIN ADLER

FREEMAN & HERZ LLP

750 B Street, Suite 1820

San Diego, CA 92101

Tel: (619) 239-4599

Fax: (619) 234-4599

M. Anderson Berry

aberry@justice4you.com

CLAYEO C. ARNOLD, APLC

865 Howe Avenue

Sacramento, CA 95825

Tel: (916) 777-7777

Fax: (916) 924-1829

Jean S. Martin

jeanmartin@forthepeople.com

MORGAN & MORGAN COMPLEX

LITIGATION GROUP

201 N. Franklin Street, 7th Floor

Tampa, FL 33602

Tel: (813) 559-4908

Fax: (813) 222-4795

*Counsel for Plaintiffs and the Settlement
Class*

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AND SERVICE AWARDS TO REPRESENTATIVE PLAINTIFFS**

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I. INTRODUCTION

Plaintiffs Irma Carrera Aguallo, Dror Hertz, Kelvin Holmes, Mary Macaronis, and Gregory Veech (collectively, “Plaintiffs”), through their undersigned counsel, respectfully move this Court for entry of an Order approving: (1) Plaintiffs’ counsel’s requested attorneys’ fees and expenses award of \$2,500,000, which is 15 percent of the \$17.1 million-dollar conservative valuation of this settlement; and (2) service awards of \$1,500 to each of the six Representative Plaintiffs.¹

This data breach class action arises out of the alleged negligence by Defendants Kemper Corporation and Infinity Insurance Company (“Defendants”) in failing to safeguard and protect over six million of Defendants’ employees’ and customers’ Personally Identifiable Information (“PII”) from unauthorized access and disclosure. As a result, on December 14, 2020 and March 25, 2021, respectively, Defendants experienced two separate security incidents (the “Data Incidents”) whereby unauthorized third parties allegedly accessed, via Defendants’ network and computer systems, Plaintiffs’, Defendants’ customers’, current and former employees’, and agents’ PII, including, but not limited to, names, addresses, Social Security Numbers, driver’s license numbers, medical leave information, and/or workers’ compensation claim information. *See* SA § 1.10. Plaintiffs allege that the unauthorized third parties exfiltrated everything they needed to illegally use Plaintiffs’ and Defendants’ customers’ and current and former employees’ and agents’ PII to open new lines of credit, steal money from bank accounts, or place it for sale on the dark web where criminals can acquire PII for malicious activity and identity theft. *See id.*

Following settlement negotiations and two separate mediations—the first with Rodney A.

¹ Unless otherwise indicated, the defined terms herein shall have the same definition as set forth in the Settlement Agreement dated October 14, 2021 (the “Settlement Agreement” or “SA”), filed on October 14, 2021. ECF No. 35-3.

Max of Upchurch Watson White & Max, and the second with Bennett Picker of Stradley Ronan Stevens & Young—the Parties reached a resolution that resolves the litigation and provides substantive relief to the approximately 6,151,872 Settlement Class Members. *See* SA Sec. I at 3.

The Settlement is an excellent resolution of this high-risk, complex litigation and provides substantial monetary benefit to Class Members. All Class Members will *automatically* receive access to Aura’s Financial Shield Services (“Aura Financial Shield”) for a period of 18 months from the Effective Date of the settlement without the need to submit a Settlement Claim (regardless of whether he or she experienced any fraudulent or unauthorized use of PII). SA ¶¶ 2.1–2.2. Second, in addition to the automatic benefit, Settlement Class Members may submit a claim for documented “Out-of-Pocket Losses.” SA ¶ 2.3. While there is an individual cap of \$10,000 per person on Out-of-Pocket Losses, there is no cap in the aggregate, meaning if every Settlement Class Member submitted a valid claim for \$10,000 in Out-of-Pocket Losses, the Settlement Agreement would require every Settlement Class Member be paid. *Id.* Third, Settlement Class Members can also claim up to six hours in lost time spent dealing with the effects of the Data Incidents, referred to as “Lost-Time Losses.”² Fourth, California Settlement Subclass Members will also be eligible to claim an additional benefit of \$50 each (the “California Claims”). California Claims and claims for Lost-Time Losses are capped at \$4,000,000 in the aggregate and could be subject to *pro rata* reduction. *Id.*

In addition, as another benefit to Settlement Class Members, Defendants have agreed to take extensive and costly steps to secure current and future customers’ PII. Among other things,

² Settlement Class Members with time spent remedying issues related to the Data Incidents will receive reimbursement of \$18 per hour for up to three (3) total hours with a *simple attestation*, no documentation required. Settlement Class Members with *documented time* spent remedying issues related to the Data Incidents can claim up to an additional three hours at either \$18 per hour, or, if they lost work, at the rate of documented compensation up to \$50 per hour. SA ¶ 2.3.

Defendants have agreed to further develop, implement, and maintain a comprehensive information security program that is reasonably designed to protect the security, integrity, and confidentiality of PII that Defendants collect or obtain from consumers. *See* SA ¶ 2.4, Ex. 1 (filed under seal). Together, the automatic benefit, reimbursement benefit and the corrective measures Defendants are taking, and will continue to take, provide Settlement Class Members with both improved security of their PII and compensation for the damages they sustained as a result of the Data Incidents.

For their efforts in achieving these results, Plaintiffs' counsel seek an award of \$2,500,000 in attorneys' fees and reimbursement of expenses, which is 15 percent of a conservative settlement valuation. *See* SA §§ 3.2 & 7.2. Additionally, Plaintiffs' counsel seek service awards of \$1,500 for each of the six Representative Plaintiffs in recognition of the time and effort they incurred and the risk they undertook in pursuing claims that benefited the Settlement Class. *See* SA ¶¶ 3.2 & 7.3. Importantly, the requests for fees, expenses and service awards are unopposed and will not reduce the consideration being made available to the Settlement Class. *See* SA ¶¶ 7.1–7.5.

Moreover, the requested \$1,500 service awards for each Representative Plaintiff are reasonable, as well as standard, for this type of action, and should be approved.

II. FACTUAL AND PROCEDURAL HISTORY

A. Relevant Facts

Kemper Corporation is one of the nation's leading specialized insurers, offering insurance for home, life, auto, business, property, and umbrella insurance. Declaration of Gary M. Klinger in Support of: (1) Plaintiffs' Unopposed Motion for Final Approval of Class Action Settlement; and (2) Plaintiffs' Unopposed Motion for Approval of Attorneys' Fees Award, Expense Reimbursement, and Service Awards to Representative Plaintiffs, filed herewith ("Klinger Decl."),

¶ 22(a); *see also* Third Amended Class Action Complaint (“TAC”), ¶ 23, ECF No. 30. Prior to its acquisition by Kemper in 2018, Defendant Infinity was a provider of auto insurance focused on serving the specialty, nonstandard segment. Klinger Decl. ¶ 22(a). Infinity Insurance Company is wholly owned by Kemper Corporation. *Id.* ¶ 22(b). In the ordinary course of doing business with or working for Defendants, employees, customers, and prospective customers are required to provide Defendants with personal, private information such as names, addresses, Social Security numbers, driver’s license numbers, medical leave information, and/or workers’ compensation claim information. *Id.* ¶ 22(c).

Plaintiffs allege that on December 14, 2020 and March 25, 2021, respectively, Defendants were the targets of two separate security incidents in which an unauthorized user accessed Defendants’ network and computer systems and which, Plaintiffs allege, resulted in unauthorized access of PII (the “Project K Incident” and “Scraping Incident,” and, together, the “Data Incidents”). *Id.* ¶ 23. Plaintiffs allege that, as a result of the Data Incidents, an unauthorized user gained access to Plaintiffs’ and Defendants’ customers’, current and former employees’ and agents’ PII, including, but not limited to, names, addresses, Social Security Numbers, driver’s license numbers, medical leave information, and/or workers’ compensation claim information. *Id.* ¶ 24.

After Defendants learned of the Data Incidents, they notified the potentially affected individuals that their PII may have been compromised, and offered 12-months of credit monitoring services. *Id.* ¶ 25. Of the individuals notified, approximately 5,827,542 were impacted by the Project K Incident and 324,330 were impacted by the Scraping Incident, for a total of 6,151,872 notified individuals. *Id.* ¶ 26.

B. Procedural History

After receiving notice that their PII had been impacted by the Project K Data Incident, Plaintiffs Antonio, Carrera Aguallo, Hertz, and Holmes retained their respective counsel. *Id.* ¶ 27. On April 8, 2021, after investigation by their counsel, Plaintiffs Carrera Aguallo, Hertz, and Holmes brought suit against Defendants related to claims arising from the Project K Data Incident. *Id.* ¶ 29. Plaintiff Antonio filed a separate, related action on April 9, 2021. *Id.* ¶ 30. Counsel for Plaintiffs thereafter learned that Plaintiff Macaronis also intended to file suit. *Id.* ¶ 31. Instead of continuing to litigate on separate but parallel tracks, counsel for Plaintiffs conferred with counsel for Defendants and the parties agreed that these plaintiffs would file a consolidated Amended Class Action Complaint (“CAC”). *Id.* ¶ 32. Plaintiff Antonio dismissed her initially filed lawsuit, and, on April 19, 2021, Plaintiffs Carrera Aguallo, Hertz, Holmes, Antonio and Macaronis filed their CAC, followed shortly by a Second Amended Class Action Complaint (“SAC”). *Id.* ¶¶ 9–10; ECF Nos. 2, 21. On September 3, 2021, Plaintiffs filed their operative TAC, adding Plaintiff Veech as an additional named Plaintiff in connection with the Scraping Incident. Klinger Decl. ¶ 36; ECF No. 30.

The TAC is brought on behalf of Plaintiffs and “[a]ll natural persons residing in the United States whose PII was compromised in the Data Breach announced by Defendants on or about March 16, 2021 and on or about May 25, 2021.” Klinger Decl. ¶ 37. It also names a California Subclass, defined as: “All natural persons residing in California whose PII was compromised in the Data Breach announced by Defendants on or about March 16, 2021 and on or about May 25, 2021.” *Id.* ¶ 38. Plaintiffs allege causes of action for: (1) negligence; (2) negligence *per se*; (3) unlawful practices in violation of California’s Unfair Competition Law, Cal. Bus. & Prof. Code § 17200, *et seq.*; (4) unfair practices in violation of California’s Unfair Competition Law, Cal. Bus.

& Prof. Code § 17200, *et seq.*; (5) violation of the California Consumer Privacy Act, Cal. Civ Code § 1798.100, *et seq.*; (6) violation of the California Consumers Legal Remedies Act, Cal. Civ Code § 1750, *et seq.*; (7) Breach of Implied Contract; (8) Declaratory Judgment; and (9) Unjust Enrichment. *Id.* ¶ 39; ECF No. 30. The TAC seeks an order requiring credit monitoring services for Class Members, compensatory damages, statutory damages, equitable relief, and such other relief as the Court deems just and proper. Klinger Decl. ¶ 40; ECF No. 30.

Plaintiffs allege that they and similarly situated consumers (*i.e.*, Class Members) suffered injury as a result of Defendants' conduct, including: (i) lost or diminished value of their PII; (ii) out-of-pocket expenses associated with the prevention, detection, and recovery from identity theft, tax fraud, and/or unauthorized use of their PII; (iii) lost opportunity costs associated with attempting to mitigate the actual consequences of the Data Incidents, including but not limited to lost time; and (iv) the continued risk to their PII, which Plaintiffs allege may remain available on the dark web for individuals to access and abuse, and remains in Defendants' possession and is subject to further unauthorized disclosures so long as Defendants fail to undertake appropriate and adequate measures to protect the PII. ECF No. 30 ¶ 184.

C. Settlement Negotiations

After a period of meeting and conferring following the filing of the actions, the Parties agreed to engage in settlement negotiations. Klinger Decl. ¶ 41. To facilitate their negotiations, they agreed to use experienced mediator Rodney A. Max of Upchurch Watson White & Max. *Id.* ¶ 42. Mr. Max has extensive experience in class action mediation generally, and data breach mediation in particular. *Id.* On July 12, 2021, the Parties attended a full day mediation via Zoom with Mr. Max, and while the Parties made significant progress toward resolving the case, a few issues remained. *Id.* ¶ 43.

Accordingly, the Parties agreed to participate in a second mediation. *Id.* On July 30, 2021, the Parties participated in a second full-day mediation, this time with Bennett Picker of Stradley Ronan Stevens & Young. *Id.* ¶ 44. Mr. Picker is a heavily credentialed mediator, with extensive experience in class actions, including data breach cases. *Id.* Following the second mediation, the Parties were able to reach an agreement on all central settlement terms and execute a term sheet. *Id.* ¶ 45. Over the next eight to ten weeks, the Parties continued negotiating the finer points of the settlement, diligently drafting and finalizing the Settlement Agreement, Notice and Claim Forms, and drafting the motion for preliminary approval for presentment to the Court. *Id.* ¶ 47.

On October 14, 2021, the Parties executed the Settlement Agreement and Plaintiffs filed a motion for preliminary approval of the settlement. *Id.* ¶ 49. This Court granted preliminary approval of the settlement on October 27, 2021. *Id.*; ECF No. 43.

D. Benefits of the Settlement to the Class

Through extensive negotiation efforts, Plaintiffs' counsel reached a settlement with benefits to the Settlement Class that they would not otherwise have and protection to countless future consumers of Defendants' insurance products that may never have resulted without this specific litigation and the efforts of Plaintiffs' counsel.

The benefits to the Settlement Class directly, include: (1) an *automatic* benefit to every Settlement Class Member of 18 months of Aura Financial Shield³ (SA ¶¶ 2.1–2.2); (2) an opportunity to claim up to \$10,000 in Out-of-Pocket Losses related to the Data Incidents, with proper documentation, such as (a) unreimbursed losses relating to fraud or identity theft, (b) professional fees including attorneys' fees, accountants' fees, and fees for credit repair services,

³ Importantly, among the many benefits all Settlement Class Members will receive from the Aura Financial Shield is a \$1 million insurance policy for financial theft. So, even if Settlement Class Members do not make a monetary claim now, they will still be covered up to \$1,000,000 for any stolen funds if they are a victim of financial fraud during the life of the policy.

(c) costs associated with freezing or unfreezing credit with any credit reporting agency, (d) credit monitoring costs that were incurred on or after December 14, 2020, through the date of claim submission, and (e) miscellaneous expenses such as notary, fax, postage, copying, mileage, and long-distance telephone charges (SA ¶ 2.3); (3) up to six hours of lost time spent at \$18 per hour (or, if they lost work, at the rate of documented compensation up to \$50 per hour) for time spent remedying issues related to the Data Incidents (SA ¶ 2.3); and (4) for California Settlement Subclass Members, the opportunity to claim an additional benefit of \$50 each (SA ¶ 2.3). *See* SA, ¶¶ 2.1–2.3.

The benefits to the Settlement Class and to future consumers also include “Business Practice Changes,” which require Defendants take protective measures to prevent similar disclosure of PII in the future. SA ¶ 2.4. Defendants are required to further develop, implement, and maintain a comprehensive information security program that is reasonably designed to protect the security, integrity, and confidentiality of PII that Defendants collect or obtain from consumers. *Id.*

Plaintiffs’ counsel negotiated these terms with, and obtained the results for the Settlement Class from, Defendants who mounted a strong defense with experienced data breach attorneys. Prior to the negotiations, Plaintiffs’ counsel researched the merits of the claims and issues related to class certification, developed calculations of damages, and then prepared a lengthy submission for the mediations. The dual aspect of the settlement, providing both direct benefits to the Settlement Class and protection against loss of PII for the Settlement Class and for Defendants’ future consumers whose PII will be stored, was a significant victory for both the Settlement Class and future consumers.

E. Class Notice, Objection Deadline, and Lack of Objections to Date

The Claims Administrator commenced the sending of notice on November 26 2021. Declaration of Melissa Baldwin Regarding Notice to the Class (“Baldwin Decl.”) ¶ 5. The Short Notice advised Class Members: “On March 15, 2022, the Court will hold a hearing on whether to approve the Settlement, Class Counsel’s request for attorneys’ fees and reasonable costs and expenses of up to \$2,500,000, and service awards of up to \$1,500 for each of the six Representative Plaintiffs.” *Id.*, Ex. B; *see also* SA ¶ 3.2.

The objection deadline is January 25, 2022. Baldwin Decl. ¶ 13. As of the date of this filing, the Claims Administrator has not received, and Plaintiffs’ counsel is not aware of, any objections by Class Members to any aspect of the Settlement, including the request for attorneys’ fees and expenses or service awards for the Representative Plaintiffs. *Id.* Plaintiffs will address any objections they may receive in a supplemental filing on March 8, 2021.

III. ARGUMENT

A. The Requested Attorneys’ Fees Award is Reasonable and Appropriate

In assessing the reasonableness of an attorney fee award for a class action settlement, district courts should “do their best to award counsel the market price for legal services, in light of the risk of non-payment and the normal rate of compensation in the market at the time.” *Sutton v. Bernard*, 504 F.3d 688, 692 (7th Cir. 2007) (quoting *In re Synthroid Mktg. Litig.*, 264 F.3d 712, 718 (7th Cir. 2001)). “In calculating [] an award [of attorneys’ fees], the Court ‘must assess the value of the settlement to the class and the reasonableness of the agreed-upon attorneys’ fees for class counsel’” *Charvat v. Valente*, 2019 U.S. Dist. LEXIS 187225, *35-36 (N.D. Ill. 2019) (citing *Redman v. RadioShack*, 768 F.3d 622, 629 (7th Cir. 2014)). *See also Fritzinger v. Angie’s List, Inc.*, 2014 U.S. Dist. LEXIS 132468, at *10–11 (S.D. Ind. Sept. 22, 2014) (after estimating

the conservative value to the class of the settlement, the court awarded fees that were 23.7% of the value). District Courts within the Seventh Circuit “regularly award percentages of 33.33% or higher to counsel in class action litigation.” *Hale v. State Farm Mut. Auto. Ins. Co.*, No. 12-0660-DRH, 2018 U.S. Dist. LEXIS 210368, at *35 (S.D. Ill. Dec. 13, 2018). *See also, Behrens v. Landmark Credit Union*, No. 17-cv-101-jdp, 2018 U.S. Dist. LEXIS 106358, at *16 (W.D. Wis. June 26, 2018) (“And generally, a 33 to 40 percent contingency fee is considered consistent with the market rate and reasonable.”); *Martin v. Caterpillar Inc.*, No. 07-CV- 1009, 2010 U.S. Dist. LEXIS 145111, at *6 (C.D. Ill. Sept. 10, 2010) (“[C]ourts in the Seventh Circuit award attorney fees ‘equal to approximately one-third or more of the recovery.’ . . . The Seventh Circuit itself has specifically noted that ‘the typical contingent fee is between 33 and 40 percent.’”) (citation omitted).

Class Counsel’s requested attorneys’ fees and expenses award of \$2,500,000 is reasonable in relation to the value of this settlement. Plaintiffs conservatively estimate the value of the settlement to be at least \$17.1 million. This valuation is based upon:

- (i) the \$4 million made available to Settlement Class Members for the California Claims and claims for Lost-Time Losses;
- (ii) the value of the Aura financial Shield provided automatically to *all* class members which can be conservatively valued at \$12.1 million (*see* Klinger Decl. ¶ 56); and
- (iii) the \$1 million in remedial measures Defendants have agreed to implement to protect against similar data security incidents in the future.

This \$17.1 million valuation does not include the value to Settlement Class Members of the ability to claim up to \$10,000 each for Out-of-Pocket Losses, which is uncapped in the aggregate. Nor does it include the costs of notice and claims administration, which Defendants are paying

separately. Thus, the fees and expenses requested are only approximately 15 percent of the conservative value of the settlement. Furthermore, deduction of Plaintiffs' counsel's total expenses of \$24,886.72⁴ from the \$2,500,000 award, or \$2,475,113.28, is only 14 percent of the conservative value of the settlement.

Plaintiffs' counsel's request is well below the range of 33 to 40 percent commonly awarded by courts in the Seventh Circuit in class action cases, including privacy class settlements, and is therefore reasonable. *See, e.g., Kolinek v. Walgreen Co.*, 311 F.R.D. 483, 501–03 (N.D. Ill. 2015) (awarding fees of 36%); *Martin v. JTH Tax, Inc.*, No. 13-cv-6923, ECF No. 85 (N.D. Ill. Sept. 16, 2015) (awarding fees of 38%); *Kusinski v. Macneil Auto. Prod. Ltd.*, No. 17-CV-3618, 2018 U.S. Dist. LEXIS 136802, at *3 (N.D. Ill. Aug. 9, 2018) (“The Court authorizes 1/3 of the Gross Settlement Fund”); *Birchmeier v. Caribbean Cruise Line, Inc.*, 896 F.3d 792, 795 (7th Cir. 2018) (affirming post-Pearson fee award in TCPA class action that included, *inter alia*, “the sum of 36% of the first \$10 million”); *In re Capital One TCPA Litig.*, 80 F. Supp. 3d 781 (same); *Taubenfeld v. Aon Corp.*, 415 F.3d 597, 600 (7th Cir. 2005) (noting table of 13 cases in the Northern District of Illinois submitted by class counsel showing fees awarded ranged from 30% to 39% of the settlement fund); *Karpilovksy v. All Web Leads, Inc.*, No. 7-cv-01307, ECF No. 173 (N.D. Ill. Aug. 8, 2019) (approving fees of 35%). Plaintiffs' counsel achieved an excellent result for the Settlement Class after undertaking substantial risk in bringing this action on a pure contingency basis, and they should be fairly compensated.

B. Plaintiffs' Counsel's Expenses were Reasonable and Appropriate

Pursuant to a market-based approach, attorneys who generate a benefit for the class are

⁴ *See* Declaration of M. Anderson Berry (“Berry Decl.”) ¶ 19; Declaration of Rachele R. Byrd (“Byrd Decl.”) ¶ 11; Klinger Decl. ¶¶ 17, 82; Declaration of Jean Martin (“Martin Decl.”) ¶ 15 filed concurrently herewith.

entitled to recover reasonable litigation expenses incurred to advance the matter. *See Great Neck Capital Appreciation Inv. P'ship, L.P. v. PricewaterhouseCoopers, L.L.P.*, 212 F.R.D. 400, 412 (E.D. Wis. 2002). The requested \$2,500,000.00 in attorneys' fees and expenses will not only compensate Plaintiffs' counsel with attorneys' fees, but will also reimburse them for the \$24,886.72 in costs and expenses they incurred in prosecuting this litigation. Klinger Decl. ¶ 82. The costs and expenses include costs for filing fees, mediation fees, travel, telephone charges, document management, photocopying, printing, postage, process service fees, copies, and electronic research. *See Berry Decl.* ¶ 19; *Byrd Decl.* ¶ 11; *Klinger Decl.* ¶¶ 17, 82; *Martin Decl.* ¶ 15. The requested costs and expenses are reasonable and consistent with what the market would award in a private setting.

C. The Requested Service Awards are Reasonable and Appropriate

Representative plaintiff service awards encourage members of a class to become class representatives and reward individual efforts taken on behalf of a class. *Cook v. Niedert*, 142 F.3d 1004, 1016 (7th Cir. 1998) (awarding \$25,000). "In deciding whether such an award is warranted, relevant factors include the actions the plaintiff has taken to protect the interests of the class, the degree to which the class has benefitted from those actions, and the amount of time and effort the plaintiff expended in pursuing the litigation." *Id.*

The requested service award of \$1,500 to each Representative Plaintiff is reasonable, justified, and accords with common practice. Representative Plaintiffs stepped up and volunteered to take on the responsibilities, risks, and scrutiny of bringing a class action lawsuit. This benefited the entire Settlement Class as without the Representative Plaintiffs there may not have been a class action lawsuit. As described in their respective declarations, Representative Plaintiffs were actively involved throughout the litigation by: providing information for the Complaint, CAC,

SAC and TAC, participating in interviews, reviewing filings related to the litigation, and reviewing the Settlement Agreement. *See* Declarations of Plaintiffs Antonio, Carrera Aguallo, Hertz, Holms, Macaronis and Veech, filed herewith, ¶¶ 14–17. Further, plaintiffs in data breach cases risk further losses of privacy by stepping forward and being named, which justifies reasonable service awards.

Courts regularly award service awards in excess of \$1,500. *See, e.g., Crawford Lumber Co. v. Interline Brands, Inc.*, No. 11-CV-4462, 2015 WL 1399367, at *6 (N.D. Ill. Mar. 23, 2015) (approving an award of \$25,000); *Am. Int’l Grp., Inc. v. ACE INA Holdings, Inc.*, Nos. 07-CV-2898, 09-CV-2026, 2012 WL 651727 at 16 (N.D. Ill. Feb. 28, 2012) (awarding a \$25,000 award to each of seven plaintiffs); *Cook*, 142 F.3d at 1016 (awarding award of \$25,000); *see also Kolinek v. Walgreen Co.*, 311 F.R.D. 483, 503 (N.D. Ill. 2015) (awarding \$5,000 where the case did not proceed past the earliest stages of discovery). As such, the requested service awards of \$1,500 each are reasonable and warranted considering Representative Plaintiffs’ participation and willingness to undertake the responsibilities and risks attendant with bringing this class action lawsuit.

IV. CONCLUSION

For all of the reasons provided above, the requested attorneys’ fees and expenses award and service awards are reasonable and appropriate and the Court should approve them. Plaintiffs, therefore, request the Court grant their motion and award Plaintiffs’ counsel’s attorneys’ fees and expenses in the amount of \$2,500,000 and approve a \$1,500 service award for each of the six Representative Plaintiffs.

Dated: December 23, 2021

Respectfully submitted,

/s/ Gary M. Klinger

Gary M. Klinger

gklinger@masonllp.com

MASON LIETZ & KLINGER LLP

227 W. Monroe Street, Suite 2100

Chicago, Illinois 60606

Tel: (202) 429-2290

Fax: (202) 429-2294

Rachele R. Byrd

byrd@whafh.com

WOLF HALDENSTEIN ADLER

FREEMAN & HERZ LLP

750 B Street, Suite 1820

San Diego, California 92101

Tel: (619)239-4599

Fax: (619)234-4599

Jean S. Martin

jeanmartin@forthepeople.com

MORGAN & MORGAN COMPLEX

LITIGATION GROUP

201 N. Franklin Street, 7th Floor

Tampa, Florida 33602

Telephone: (813) 559-4908

Facsimile: (813) 222-4795

M. Anderson Berry

aberry@justice4you.com

CLAYEO C. ARNOLD, APLC

865 Howe Avenue

Sacramento, California 95825

Tel: (916) 777-7777

Fax: (916) 924-1829

*Counsel for Plaintiffs and the
Settlement Class*

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

IRMA CARRERA AGUALLO, DROR
HERTZ, KELVIN HOLMES, MELISSA
ANTONIO, MARY MACARONIS, and
GREGGORY VEECH, individually and
on behalf of all others similarly situated,

Plaintiffs,

v.

KEMPER CORPORATION and
INFINITY INSURANCE COMPANY,

Defendants.

Case No. 1:21-cv-01883

Honorable Martha M. Pacold

**DECLARATION OF GARY M. KLINGER IN SUPPORT OF: (1) PLAINTIFFS'
UNOPPOSED MOTION FOR FINAL APPROVAL OF CLASS ACTION
SETTLEMENT; AND (2) PLAINTIFFS' UNOPPOSED MOTION FOR APPROVAL OF
ATTORNEYS' FEES AWARD, EXPENSE REIMBURSEMENT,
AND SERVICE AWARDS TO REPRESENTATIVE PLAINTIFFS**

I, **Gary M. Klinger**, being competent to testify, make the following declaration based on my personal knowledge. I declare:

1. I am currently a partner of the law firm Mason Lietz & Klinger LLP (“MLK”), which was founded on March 16, 2020. I was appointed as one of the three Plaintiffs’ Co-Lead Counsel and Settlement Class Counsel in this matter. I submit this declaration in support of Plaintiffs’ Unopposed Motion for Final Approval of Class Action Settlement and Plaintiffs’ Unopposed Motion for Approval of Attorneys’ Fees Award, Expense Reimbursement, and Service Awards to Representative Plaintiffs. Except as otherwise noted, I have personal knowledge of the facts set forth in this declaration, and could testify competently to them if called upon to do so.

Counsel Qualifications

2. Settlement Class Counsel have extensive experience prosecuting complex class actions. This experience was detailed for the Court in the Motion for Appointment of Interim Class Counsel (ECF No. 11) and is further described by the individual declarations of Class Counsel submitted herewith.

3. My experience, and that of my partners, is described in MLK’s Firm Resume, attached hereto as **Exhibit 1**.

4. As members of MLK and other prior law firms, the firm’s attorneys have represented both plaintiffs and defendants in more than 100 class action lawsuits in state and federal courts throughout the United States.

5. With respect to privacy cases, MLK is currently litigating more than sixty cases across the country involving violations of the TCPA, BIPA, privacy violations, data breaches, and ransomware attacks.

6. While the firm's partners have decades of class action experience, it is noteworthy that just in the time since Mason Lietz & Klinger's inception on March 14, 2020, I, and/or my partners (either individually, or as a member of MLK), have been appointed class counsel in a number of data breach or data privacy cases, including:

- a. *Baksh v. Ivy Rehab Network, Inc.*, Case No. 7:20-cv-01845-CS (S.D. N.Y.) (class counsel in a data breach class action settlement; final approval granted Feb. 2021);
- b. *In re: GE/CBPS Data Breach Litigation*, 1:2020-cv-02903, Doc. 35 (S.D.N.Y.) (appointed co-lead counsel in nationwide class action);
- c. *Mowery et al. v. Saint Francis Healthcare System*, Case No. 1:20-cv-00013-SRC (E.D. Mo.) (appointed class counsel; final approval granted Dec. 2020);
- d. *Chatelain et al. v. C, L and W PLLC d/b/a Affordacare Urgent Care Clinics*, Case No. 50742-A (42nd District Court for Taylor County, Texas) (appointed class counsel; settlement valued at over \$7 million; final approval granted Feb. 2021);
- e. *Jackson-Battle v. Navicent Health, Inc.*, Civil Action No. 2020-CV-072287 (Superior Court of Bibb County, Georgia) (Mr. Lietz appointed class counsel in data breach case involving 360,000 patients; final approval granted Aug. 2021);
- f. *Bailey v. Grays Harbor County Public Hospital District et al.*, Case No. 20-2-00217-14 (Grays Harbor County Superior Court, State of Washington) (appointed class counsel in hospital data breach class action involving approximately 88,000 people; final approval granted Sept. 2020);
- g. *Nelson, et al. v. Idaho Central Credit Union*, No. CV03-20-00831 (Bannock County, Idaho) (Mr. Klinger appointed co-lead counsel in data breach class action involving 17,000 class members; settlement valued at \$3.3 million; final approval granted June 2021)
- h. *In Re: Canon U.S.A. Data Breach Litigation*, Master File No. 1:20-cv-06239-AMD-SJB (E.D.N.Y.) (Mr. Klinger appointed co-lead counsel);
- i. *Richardson v. Overlake Hospital Medical Center et al.*, Case No. 20-2-07460-8 SEA (King County Superior Court, State of Washington (Mr. Lietz, Mr. Klinger, and Ms. Perry appointed class counsel in data breach case; final approval granted Sept. 2021);

- j. *Kenney et al. v. Centerstone of America, Inc. et al.*, Case No. 3:20-cv-01007-EJR (M.D. Tenn.) (Mr. Klinger appointed co-lead class counsel; final approval granted Aug.2021);
- k. *Klemm et al. v. Maryland Health Enterprises, Inc. D/B/A Lorien Health Services*, C-03-CV-20-002899 (Circuit Court for Baltimore County, Maryland) (appointed Settlement Class Counsel, final approval granted Dec. 2021);
- l. *Martinez et al. v. NCH Healthcare System, Inc.*, Case No. 2020-CA-000996 (Circuit Court of the Twentieth Judicial Circuit in and for Collier County, Florida) (final approval granted Oct. 2021).
- m. *Carr et al. v. Beaumont Health, et al.*, Case No. 2020-181002-NZ (Circuit Court for the County of Oakland, State of Michigan) (data breach class action, final approval granted Oct. 2021)

7. I have personally resolved dozens of class action cases involving consumer and privacy statutes in state and federal courts across the country. Some representative cases include the following: *Smith v. State Farm Mut. Auto. Ins. Co.*, No. 1:13-cv-2018 (N.D. Ill.); *Jochan v. State Farm Mut. Auto. Ins. Co.*, No. 1:15-cv-04326 (N.D. Ill.) (Leinenweber, J.); *Burk v. State Farm Fire & Cas. Co.*, No. 14-cv-02642-PHX-GMS (D. Ariz.); *Aguilar v. State Farm Mut. Auto. Ins. Co.*, No. 16-cv-01211 (C.D. Ill.); *Kim v. State Farm Mut. Auto. Ins. Co.*, No. 2015-CH-08655 (Cook Cty. Ill. Cir. Ct.); *Sweis v. State Farm Mut. Auto. Ins. Co.*, No. 2015-CH-18757 (Cook Cty. Ill. Cir. Ct.); *Ghose Inc. v. 7 Eleven, Inc.*, No. 2012-CH-04114 (Cook Cty. Ill. Cir. Ct.); *Schumacher v. State Auto. Ins. Co.*, No. 13-cv-00232 (S.D. Ohio); *Block v. Lifeway Foods, Inc.*, No. 17-cv-01717 (N.D. Ill.); *Chavez v. Church & Dwight Co., Inc.*, No. 17-cv-01948 (N.D. Ill.); *Craftwood Lumber Co. v. CMT USA, Inc.*, No. 14-cv-06864 (N.D. Ill.); *LaBrier v. State Farm Fire & Cas. Co.*, No. 15-cv-04093 (W.D. Mo.); *Dennington v. State Farm Fire & Cas. Co.*, No. 14-cv-04001 (W.D. Ark.); *Selby v. State Farm Mut. Auto. Ins. Co.*, No. 2010-CH-43684 (Cook Cty. Ill. Cir. Ct.); *O'Sullivan v. iSpring Water Sys., LLC*, No. 17-cv-2237 (N.D. Ga.); *In re Auto Body Shop*

Antitrust Litig., No. 14-md-02557 (M.D. Fla.); *Pine v. A Place for Mom, Inc.*, No. 2:17-cv-01826 (W.D. Wash.); *Karpilovsky v. All Web Leads, Inc.*, No. 1:17-cv-01307 (N.D. Ill. 2017); *Accardi v. Hartford Underwrites Ins. Co.*, No. 18-cvs-2162 (N.C. Bus. Ct.); *Burk v. Direct Energy, LP*, No. 4:19-cv-663 (S.D. Tex.); *Bellenger v. Accounts Receivable Mgmt., Inc.*, No. 19-cv-60205 (S.D. Fla.); *Drake v. Mirand Response Sys., Inc.*, No. 1:19-CV-1458-RLY-DML (S.D. Ind.); *Fry v. Gen. Revenue Corp.*, No. 19-cv-172 (S.D. Ohio); *Poole v. Benjamin Moore, No. 18-cv-05168* (W.D. Wash.); *Thomas v. Fin. Corp. of America*, No. 3:19-cv-00152 (N.D. Tex.); *Bonoan v. Adobe Inc.*, No. 3:19-cv-01068 (N.D. Cal.); *Musto v. American Express Co.*, No. 19-cv-01782 (S.D. N.Y.); *Palmer v. KCI USA, Inc.*, No. 19-cv-3084 (D. Neb.).

8. In addition, MLK serves as Court-appointed Liaison Counsel in *In re U.S. Off. of Pers. Mgmt. Data Security Breach Litig.*, 266 F. Supp. 3d 1 (D.D.C. 2017).

9. Attorneys at MLK were also Co-Lead Counsel in *In re Dep't of Veterans Aff. (VA) Data Theft Litig.*, No. 1:06-MC-00506, 2007 WL 7621261 (D.D.C. Nov. 16, 2007) (unlawful disclosure of PPI of 28.5 million military veterans and active duty personnel; \$20 million settlement fund).

10. Attorneys at MLK were court-appointed Lead Counsel in *In re Google Buzz Privacy Litig.*, No. C 10-00672 JW, 2011 WL 7460099 (N.D. Cal. June 2, 2011) (\$10 million settlement fund in case arising for unauthorized disclosure or personal information).

11. MLK Attorneys have also served as Lead Counsel, Co-Counsel or Class Counsel in dozens of class actions ranging from defective construction materials (*i.e.*, defective radiant heating systems, siding, shingles, and windows), to misrepresented and recalled products (*e.g.*, dog food, prenatal vitamins), and environmental incidents (the Exxon Valdez, BP Oil Spill).

12. These cases include: Co-Lead Counsel in *In re: Hill's Pet Nutrition, Inc., Dog Food Products Liability Litigation*, MDL No. 2887 (D. Kansas, order granting final approval of \$12 million settlement entered July 30, 2021); court-appointed Co-Lead Counsel in *In Re: Deva Concepts Products*, Master File No. 1:20-cv-01234-GHW (S.D.N.Y.) (order granting preliminary approval of \$5.2 million settlement entered July 30, 2021); *Cox v. Shell Oil Co.*, No. 18844, 1995 WL 775363 (Ch. Ct. Tenn., July 31, 1995) (defective polybutylene pipe; \$950 million settlement); *Hobbie v. RCR Holdings, II, LLC*, No. 10-113, MDL No. 2047 (E.D. La. filed April 20, 2010) (354-unit condominium built with Chinese Drywall; settlement for complete remediation at cost of \$300 million); *Adams v. Fed. Materials*, No. 5:05-CV-90-R, 2006 WL 3772065 (W.D. Ky. Dec. 19, 2006) (350 owners of commercial and residential property whose structures were built with defective concrete; \$10.1 million settlement); *In re MI Windows & Doors Inc. Prod. Liab. Litig.*, No. 2:12-MN-00001-DCN, MDL No. 2333, 2015 WL 4487734 (D.S.C. July 23, 2015) (defective windows; claims made settlement for over 1 million homes); *In re Synthetic Stucco Litig.*, No. 5:96-CV-287-BR(2), 2004 WL 2881131 (E.D.N.C. May 11, 2004) (settlements with four EIFS Manufacturers for North Carolina homeowners valued at more than \$50 million); *Posey v. Dryvit Sys., Inc.*, No. 17,715-IV, 2002 WL 34249530 (Tenn. Cir. Ct. Oct. 1, 2002) (Co-Lead Counsel; national class action settlement provided cash and repairs to more than 7,000 claimants); *Galanti v. Goodyear Tire & Rubber Co.*, No. 03CV00209, 2004 WL 6033527 (D.N.J. Nov. 17, 2004) (Class counsel; defective radiant heating systems; \$330 million settlement); and *In re Zurn Pex Prod. Liab. Litig.*, No. 08-MDL-1958, 2013 WL 716088 (D. Minn. Feb. 27, 2013) (Plaintiffs' Executive Committee; \$20 million settlement).

13. The work done by my firm in this case includes: researching causes of action and drafting the complaint; organize consolidation of cases; assist in drafting the consolidated amended

complaint; assist in structuring leadership and petitioning court for leadership position; reviewed and revised informal discovery requests; drafted second amended complaint; reviewed and revised mediation statement; reviewed documents produced by Defendant; participated in pre-mediation conference and in mediation; negotiated of settlement terms; reviewed and revised settlement agreement and all associated exhibits; drafted preliminary approval motion and associated filings; appeared at preliminary approval hearing; coordinated with Settlement Administrator to issue notice; reviewed and revised fee and final approval motions, and drafted declaration in support..

14. My firm kept detailed records regarding the amount of time the attorneys and professional staff spent on this litigation, and the lodestar calculation is based on my firm's current billing rates. The information was prepared from contemporaneous, daily time records regularly prepared and maintained by my firm. Based upon these records, my firm has expended 244.9 hours on this litigation as of December 21, 2021, which, multiplied by the current hourly rates of the attorneys and other professionals, amounts to \$169,549.50. The chart below reflects a breakdown of the amount of time spent by myself and other attorneys and professional support staff at my firm in the prosecution of this case:

Timekeeper	Position	Rate	Total Hours	Total Amount
Gary Mason	Partner	\$875/hr	16.10	\$14,087.50
David Lietz	Partner	\$800/hr	69.70	\$55,760.00
Gary Klinger	Partner	\$800/hr	83.70	\$66,960.00
Danielle Perry	Partner	\$700/hr	36.20	\$25,340.00
David Beiss	J.D. Law Clerk	\$350/hr	4.5	\$1,575.00
Taylor Heath	Paralegal	\$170/hr	19.40	\$3,298.00

Sandra Martin	Paralegal	\$170/hr	13.70	\$2,329.00
Carol Corneise	Client Specialist	\$125/hr	1.6	\$200.00
TOTALS:			244.9	169,549.50

15. In my judgment, and based on my years of experience in class action litigation and other litigation, the number of hours expended and the services performed by my firm were reasonable and necessary for my firm's representation of Plaintiffs and the Settlement Class.

16. The hourly rates of the professionals in my firm, including my own, reflect experience and accomplishments in the area of class litigation. The rate of \$800 per hour which I charge for my time is commensurate with hourly rates charged by my contemporaries around the country, including those rates charged by lawyers with my level of experience who practice in the area of class litigation across the nation, and courts have approved my firms' rates in the following examples: *Morales et al v. Cano Health, LLC*, Circuit Court for the Eleventh Judicial Circuit of Florida, Case No. CACE-20-013998-CA-01; *Chatelain et al.v. C, L and W PLLC*, 42nd district Court for Taylor County Texas, Case No. 50742-A.

17. The time described above does not include charges for expense items. Expense items are billed separately, and such charges are not duplicated in my firm's billing rates. Based upon my firm's records, MLK incurred \$6,091.29 in expenses. These costs were necessary to the investigation, prosecution, and settlement of this Action. A breakdown of my firm's costs and expenses, which I assert are reasonable, are pulled from a computerized database maintained by individuals in the accounting office of my firm and which were checked for accuracy, are reflected below:

Description	Amount
Filing Fees	\$640.63
Travel	\$1,605.75
Mediation	\$3,844.91
GRAND TOTAL:	\$6,091.29

18. The expenses incurred in this action are reflected on the books and records of my firm. These books and records are prepared from expense vouchers, check records, and other source materials and are an accurate record of the expenses incurred. It is anticipated that costs may continue to accrue, including, but not limited to, costs associated with preparation and filing of the motion for attorneys' fees and motion for final approval of the settlement.

Initial Investigation and Communication

19. Plaintiffs' counsel's years of experience representing individuals in complex class action cases contributed to an awareness of Plaintiffs' settlement leverage, as well as the needs of the Plaintiffs and the class. We believed, and continue to believe, that our clients have claims that would ultimately prevail in the litigation on a class-wide basis. However, we are also aware that a successful outcome is uncertain and could be achieved, if at all, only after prolonged, arduous litigation with the attendant risk of drawn-out appeals. In my opinion, as well as the opinion of my co-counsel, based on our substantial experience, the settlement provides significant relief to the members of the Settlement Class and warrants the Court's final approval.

20. The sections that follow detail the lengthy and hard-fought negotiations that resulted in the Settlement Agreement now before the Court for final approval. As described below, the settlement provides significant relief to Defendants' customers, potential customers,

employees and other consumers. It is, in the opinion of the undersigned and the other Settlement Class Counsel, fair, reasonable, adequate, and worthy of final approval.

21. Prior to filing Plaintiffs' class action complaints, Class Counsel conducted an investigation of the Plaintiffs' claims, and of the Data Incidents.

22. Plaintiffs' preliminary investigation showed the following facts, alleged in Plaintiffs' various complaints:

- a. Kemper Corporation ("Kemper") is one of the nation's leading specialized insurers, offering insurance for home, life, auto, business, property, and umbrella insurance. Prior to its acquisition by Kemper in 2018, Defendant Infinity Insurance Company ("Infinity") was a provider of auto insurance focused on serving the specialty, nonstandard segment.
- b. Infinity is wholly owned by Kemper.
- c. In the ordinary course of doing business with Defendants or working for Defendants, employees, customers and prospective customers are required to provide Defendants with personal private information such as names, addresses, Social Security numbers ("SSN"), driver's license numbers, medical leave information, and/or workers' compensation claim information.

23. Plaintiffs allege that on December 14, 2020, and March 25, 2021, respectively, Defendants were the targets of two separate security incidents in which an unauthorized user accessed Defendants' network and computer systems and which resulted in unauthorized access of personal information (the "Project K Data Incident" and "Scraping Incident," respectively or, collectively, the "Data Incidents"). *See* Settlement Agreement § I (ECF No. 35-3) ("SA").

24. Plaintiffs allege that, as a result of the Data Incidents, an unauthorized user gained access to Plaintiffs' and Defendants' customers', current and former employees', and agents' personally identifiable information, including, but not limited to, names, addresses, SSN, driver's license numbers, medical leave information, and/or workers' compensation claim information (collectively, "PII"). *Id.*

25. After Defendants learned of the Data Incidents, they notified the potentially affected individuals that their PII may have been compromised and offered 12 months of credit monitoring services. *Id.*

26. Of the individuals notified, approximately 5,827,542 were impacted by the Project K Incident and 324,330 individuals were impacted by the Scraping Incident, for a total of 6,151,872 notified individuals. *Id.*

27. After receiving notice that her PII had been impacted by the Data Incident, Plaintiff Antonio retained my firm. Similarly, Plaintiffs Carrera Aguallo, Hertz, Holmes and Veech retained Arnold Law Firm and Wolf Haldenstein Adler Freeman & Herz LLP, and Plaintiff Macaronis retained Morgan & Morgan Complex Litigation Group.

28. After an internal investigation, I, along with other Settlement Class Counsel filed Plaintiffs' Complaints.

Procedural Posture

29. On April 8, 2021, Plaintiffs Carrera Aguallo, Hertz, and Holmes brought suit against Defendants related to claims arising from the Project K Data Incident. *Carrera Aguallo et al. v. Kemper Corporation et al.*, Case No. 1:21-cv-01883 (N.D. Ill.), ECF No. 1.

30. Plaintiff Antonio filed a separate, related action on April 9, 2021. *Antonio et al v. Kemper Corporation et al.*, Case No. 1:21-cv-01921 (N.D. Ill) ("Antonio Matter"), ECF No. 1.

31. Counsel for Plaintiffs thereafter learned that Plaintiff Macaronis also intended to file suit.

32. Instead of continuing to litigate on separate but parallel tracks, counsel for Plaintiffs convened with Counsel for Defendants and agreed that Plaintiffs would file a consolidated Amended Complaint.

33. Plaintiff Antonio dismissed her initially filed lawsuit. *See* Antonio Matter, ECF No. 7.

34. On April 19, 2021 Plaintiffs Carrera Aguallo, Hertz, Holmes, Antonio and Macaronis filed their consolidated Amended Class Action Complaint. ECF No. 2.

35. On May 26, 2021, with the consent of Defendants, Plaintiffs filed a Second Amended Class Action Complaint, asserting claims related to the Data Incidents. ECF No. 21.

36. On September 3, 2021, Plaintiffs filed their Third Amended (and operative) Class Action Complaint, adding Plaintiff Veech as an additional named Plaintiff. ECF No. 30.

37. The operative complaint is brought on behalf of Plaintiffs and “[a]ll natural persons residing in the United States whose PII was compromised in the Data Breach announced by Defendants on or about March 16, 2021 and on or about May 25, 2021.” ECF No. 30, ¶ 161.

38. The operative complaint also names a California Subclass, defined as: “All natural persons residing in California whose PII was compromised in the Data Breach announced by Defendants on or about March 16, 2021 and on or about May 25, 2021.” ECF No. 30, ¶ 162.

39. The operative complaint alleges claims for: (1) negligence; (2) negligence *per se*; (3) unlawful practices in violation of California’s Unfair Competition Law; (4) unfair practices in violation of California’s Unfair Competition Law; (5) violation of the California Consumer

Privacy Act; (6) violation of the California Consumers Legal Remedies Act; (7) Breach of Implied Contract; (8) Declaratory Judgement; and (9) Unjust Enrichment. ECF No. 30, ¶¶ 173-259.

40. Plaintiffs seek credit monitoring services for class members, compensatory damages, statutory damages, equitable relief, and such other relief as the Court deems just and proper. ECF No. 30.

History of Negotiations

41. Recognizing the risks of protracted litigation, the Parties engaged in settlement negotiations.

42. To facilitate their negotiations, they agreed to use experienced mediator Rodney A. Max of Upchurch Watson White & Max. Mr. Max has extensive experience in class action mediation generally, and data breach mediation in particular.¹ Prior to the mediation, the Parties fully briefed the relevant issues, and Defendants produced nearly 1,000 pages of documents.

43. On July 12, 2021, the Parties attended a full day mediation via Zoom with Rodney A. Max. While the Parties made significant progress toward resolving the case, a few issues remained. Therefore, the Parties agreed to participate in a second mediation.

44. On July 30, 2021, the Parties participated in a second full-day mediation, this time with Bennett Picker of Stradley Ronan. Mr. Picker is a heavily credentialed mediator, with extensive experience in class actions, including data breach cases.² At all times the negotiations were highly adversarial, non-collusive, and at arms' length.

45. Following the second mediation, the Parties were able to reach an agreement on all central settlement terms and execute a term sheet.

¹ See <https://www.uww-adr.com/biography/rodney-a-max>.

² See <https://www.stradley.com/professionals/p/picker-bennett-g>.

46. Thereafter, the Parties asked the Court to vacate all currently pending deadlines, and set a deadline for Plaintiffs to file their motion for preliminary approval. ECF No. 27.

47. Over the next eight to ten weeks, the Parties continued negotiating the finer points of the Settlement Agreement. Plaintiffs' counsel expended significant time drafting and negotiating the Settlement Agreement, Claim Form, and notice documents, and drafting and preparing the motion for preliminary approval and accompanying documents.

48. Throughout the settlement process, Plaintiffs' counsel carefully weighed: (1) the benefits to the Class Representatives and the Class under the terms of this settlement, which provides significant relief to the Class; (2) the attendant risks and uncertainty of litigation; (3) the desirability of consummating the present settlement to ensure that the Class receives a fair and reasonable settlement; and (4) providing Plaintiffs and Class Members prompt relief.

49. On October 14, 2021, Plaintiffs moved for preliminary approval of the proposed class action settlement and for certification of the Settlement Class. ECF No. 35. The Court preliminarily approved the settlement on October 27, 2021. ECF No. 43.

50. The Court found the terms of the settlement to be "fair, reasonable, and adequate" and that the Settlement Class should be given notice. The Court appointed RG/2 Claims Administration LLC ("RG/2") as the Claims Administrator and ordered that the notice process commence. A final approval hearing is set for March 15, 2022. ECF No. 43.

The Settlement Agreement

Settlement Benefits

51. The settlement negotiated on behalf of the Settlement Class provides for two separate forms of relief: (1) monetary relief; and (2) equitable relief in the form of information

security enhancements.³

52. The Settlement Class includes:

[A]ll natural persons residing in the United States who were sent notice letters notifying them that their PII was compromised in the Data Incidents announced by Defendants on or about March 16, 2021 and on or about May 25, 2021.

The Settlement Class specifically excludes: (i) Defendants and their respective officers and directors; (ii) all Settlement Class Members who timely and validly request exclusion from the Settlement Class; (iii) the Judge assigned to evaluate the fairness of this settlement; and (iv) any other Person found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding or abetting the criminal activity occurrence of the Data Incidents or who pleads *nolo contendere* to any such charge.⁴

53. Included within the Settlement Class is the California Settlement Subclass, defined as:

[A]ll natural persons residing in the State of California who were sent notice letters notifying them that their PII was compromised in the Data Incidents announced by Defendants on or about March 16, 2021 and on or about May 25, 2021.

The California Settlement Subclass specifically excludes: (i) Defendants and their respective officers and directors; (ii) all Settlement Class Members who timely and validly request exclusion from the Settlement Class; (iii) the Judge assigned to evaluate the fairness of this settlement; and (iv) any other Person found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding or abetting the criminal activity occurrence of the Data Incidents or who pleads *nolo contendere* to any such charge.⁵

³ SA, ¶ 2.

⁴ SA, ¶ 1.27.

⁵ SA, ¶ 1.2.

54. The Settlement Class includes individuals affected by both the Project K Incident and the Scraping Incident. Approximately 5,827,542 individuals were notified of the Project K Incident and 324,330 individuals were notified of the Scraping Incident. The class numbers a total of 6,151,872 notified individuals.⁶

55. The monetary relief is divided into two categories. First, all 6,151,872 Settlement Class Members will be provided access to Aura's Financial Shield Services ("Aura Financial Shield" or "Shield Services") for a period of 18 months from the Effective Date of the settlement *without the need to submit a Settlement Claim.*⁷

56. This benefit will be provided with the Short Notice as a link with a redeemable code to be used directly with Aura Financial Shield. Financial fraud coverage provided through Aura Financial Shield focuses on protecting financial assets, freezing identity at 10 different Bureaus including the three main credit bureaus, home and property title monitoring, income tax protection and other services. This service is integrated with Early Warning Services to provide real-time monitoring of financial accounts. Financial Shield also carries a \$1,000,000 policy protecting the subscriber. This service will be available to all Settlement Class Members for a period of 18 months with the ability of Settlement Class Members to enroll at any point during the 18 month period for the duration of the 18 month period.⁸ Financial Shield Services from Aura, like those provided for by the Settlement Agreement, retail for \$135 per year. Thus, the value of these services for 18 months is at least \$202 per person. Because all Settlement Class Members will automatically receive this benefit, the value of this benefit obtained for the Class could be valued at \$1.2 billion (\$202 x 6.1 million class members) given that is approximately what it would cost

⁶ SA, § I.

⁷ SA, ¶ 2.2.

⁸ SA, ¶ 2.2.

for each class member to individually purchase this product on the open market. However, even if only 1% of the Class (or approximately 60,000 class members) utilizes the Shield Services, the value of that benefit equates to a conservative value of \$12.1 million.⁹

57. In addition to the Automatic Benefits, Settlement Class Members may submit a claim for documented “Out-of-Pocket Losses” and “Lost-Time Losses.”

58. Out-of-Pocket Losses are capped at \$10,000 per individual and will include, without limitation, unreimbursed losses relating to fraud or identity theft; professional fees including attorneys’ fees, accountants’ fees, and fees for credit repair services; costs associated with freezing or unfreezing credit with any credit reporting agency; credit monitoring costs that were incurred on or after December 14, 2020, through the date of claim submission; and miscellaneous expenses such as notary, fax, postage, copying, mileage, and long-distance telephone charges.

59. Notably, while there is an individual cap of \$10,000 per person on Out-of-Pocket Losses, there is no cap in the aggregate, meaning if every Settlement Class Member submitted a valid claim for \$10,000 in Out-of-Pocket Losses, the Settlement Agreement would require every Settlement Class Member be paid.¹⁰

60. Lost-Time Losses can include up to 3 hours claimed at \$18/hour with an attestation and brief description; and up to an additional 3 hours of documented Lost Time at \$18/hour, or, if work was missed, Settlement Class Members can seek reimbursement at the rate of documented compensation up to \$50/hour.¹¹

⁹ See <https://www.aura.com/pricing>.

¹⁰ SA, ¶ 2.3.

¹¹ SA, ¶ 2.3.

61. In addition to the above benefits, California Settlement Subclass Members will also be eligible for an additional benefit of \$50 each by attesting that they were a resident of California at the time Defendants notified them of the Data Incidents. The \$50 payment is subject to a potential *pro rata* reduction.¹²

62. A pro rata reduction of the Lost-Time Losses and the California Claims will only occur *if* the total of Lost-Time Losses and California Claims exceeds \$4,000,000.¹³

63. In addition to the monetary benefits described, the Settlement Agreement also provides for equitable relief in the form of changes to Defendants' business practices. Defendants have taken or will be taking steps listed in Exhibit E to Plaintiffs' Motion for Preliminary Approval, which was filed under seal. ECF No. 38.¹⁵

Notice and Claims Process

64. On October 14, 2021, the Court appointed RG/2 Claims Administration LLC as the Claims Administrator and ordered that the notice process commence. ECF No. 43.

65. On November 26, 2021, the Claims Administrator provided notice to the Settlement Class via email to the email addresses in Defendants' possession. Where the Short Notice was undeliverable via email or where an email address was not available, the Short Notice was sent via First Class mail to the address in Defendants' possession. Prior to the mailing, addresses were run through the National Change of Address database. Short Notices returned with forwarding addresses were forwarded, and those returned with no forwarding address were resent to any valid address found after performing a skip trace.¹⁶

¹² SA, ¶ 2.3.

¹³ SA, ¶ 2.3.

¹⁵ SA, ¶ 2.4.

¹⁶ SA, ¶ 3.2(d).

66. The Claims Administrator also created a Settlement Website, which it maintains and updates throughout the claim period, with the Long Notice and Claim Form approved by the Court, as well as this Settlement Agreement, the Third Amended Complaint, and any other materials agreed upon or requested by the Court. Settlement Class Members are able to submit claim forms through the Settlement Website.¹⁷

67. The Claims Administrator also created and maintains a toll-free help line with a live operator to provide Settlement Class Members with additional information about the settlement. The Claims Administrator provides copies of the Long Notice, Claim Form, and Settlement Agreement to Class Members upon request.¹⁸

68. Additionally, Defendants posted a link to the Settlement Website on their own websites, <https://www.kemper.com/Settlement> and <https://www.infinityauto.com>.¹⁹

69. Notice was paid for by Defendants, separate and apart from any funds available to Settlement Class Members.²⁰

70. The timing of the claims process was structured to ensure that all Class Members have adequate time to review the terms of the Settlement Agreement, compile documents supporting their claim, and decide whether they would like to opt-out or object.

71. Class Members have until February 24, 2022 to submit their claim form to the Claims Administrator, either by mail or online.²¹

¹⁷ SA, ¶ 3.2(c).

¹⁸ SA, ¶ 3.2(f).

¹⁹ SA, ¶ 3.2(g).

²⁰ SA, ¶ 3.2.

²¹ SA, ¶ 1.7.

72. Class Members who wish to opt-out of the settlement have until January 25, 2022 to provide written notice that they would like to be excluded from the Settlement Class.²²

73. Similarly, Class Members who wish to object to the terms of the Settlement Agreement have until January 25, 2021, to provide written notice of their objection.²³

74. The overall response from the class has been positive. As of the date of this filing, the Claims Administrator has not received, and Plaintiffs' Counsel is not aware of, any objections by Class Members to any aspect of the settlement, including the request for attorneys' fees and expenses or service awards for the Representative Plaintiffs. Furthermore, to date no one has requested to be excluded from the Settlement.

Attorneys' Fees, Costs, and Service Awards

75. The Parties did not discuss the payment of attorneys' fees, costs, expenses and/or incentive awards to the Representative Plaintiffs until after the substantive terms of the settlement had been agreed upon, other than that Defendants would pay reasonable attorneys' fees, costs, expenses, and service awards to the Representative Plaintiffs as may be agreed to by Defendants and Settlement Class Counsel and approved by the Court, or, in the event of no agreement, then as ordered by the Court.

76. I believe that the relief achieved through the settlement is close to if not the same relief we would have achieved had we taken the case to trial and succeeded. For our successful efforts on behalf of the Settlement Class, Plaintiffs' counsel request an award of attorneys' fees and expenses of \$2,500,000, which is fifteen percent of the \$17.1 million conservative valuation of this settlement.

²² SA, ¶ 1.18.

²³ SA, ¶ 1.7.

77. Plaintiffs' Counsel have expended a total of 890.65 hours of attorney and paralegal time on this matter. Based on the billing rates of the law firms representing Plaintiffs, the total lodestar calculation is \$593,564.85.

78. Additional time will be spent by Plaintiffs' Counsel to respond to any objections, to prepare for and attend the Final Approval Hearing, to defend any appeals taken from the final judgment approving the settlement if such appeals are taken, to respond to inquiries from Settlement Class Members about the case and the Settlement, and to ensure that the distribution of settlement proceeds to Settlement Class Members is done in a timely manner in accordance with the terms of the settlement.

79. Throughout this action, Defendants have been represented by highly experienced and skilled counsel who deployed very substantial resources on Defendants' behalf.

80. The hourly rates for the attorneys for whom time was submitted in this matter range from \$319 to \$875, and the hourly rates for non-lawyer billing staff range from \$125 to \$350. These hourly rates have been accepted and approved in other contingent litigation and are comparable to rates charged by class action counsel in similar cases.

81. Contemporaneous, daily time records were regularly prepared and maintained by all law firms. Settlement Class Counsel monitored time expended throughout the litigation to ensure that the time spent on the case was necessary. The vast majority of the time expended in this case was by Class Counsel, who worked to avoid duplication while actively prosecuting the case.

82. Pursuant to the terms of the settlement, costs and expenses are included in Plaintiffs' counsel's request for \$2,500,000. Plaintiffs' counsel incurred a total of \$ \$24,886.72 in expenses. These expenses include costs for filing fees, mediation fees, travel, telephone charges,

document management, photocopying, printing, postage, process service fees, copies, and electronic research. These expenses were incurred in the normal course of litigation and Class Counsel made every effort to keep expenses contained.

83. As set forth in previously-filed firm resumes and declarations, Plaintiffs' Counsel have considerable experience in class actions and have litigated to resolution many, large data breach and privacy cases. We all have active litigation practices. The time and effort we devoted to this case would have been spent on other cases but for our commitment to Plaintiffs and their claims.

84. Plaintiffs' counsel represented Plaintiffs on a contingent fee basis. Plaintiffs are of modest means and would not have been able to obtain counsel to pursue their claims on a fixed-fee basis. Plaintiffs' counsel have vigorously litigated this matter and incurred significant expenses with the risk of not being paid.

85. The Settlement Agreement also provides for a reasonable service award to each Representative Plaintiff in the amount of \$1,500.²⁴

86. The service awards are meant to compensate Plaintiffs for their efforts which include maintaining contact with counsel, assisting in the investigation of the case, reviewing pleadings, remaining available for consultation throughout mediations, answering counsel's many questions, and reviewing the Settlement Agreement.

87. I believe the requested service awards of \$1,500 to each Representative Plaintiff are reasonable, justified, and accord with common practice.

* * * * *

²⁴ SA, ¶ 7.3.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct. Executed this 23rd day of December, 2021, in Chicago, Illinois.

Gary M. Klinger

Gary M. Klinger

EXHIBIT 1



FIRM RESUME

With offices in Washington, D.C., and Chicago, Illinois, Mason Lietz & Klinger LLP is dedicated to representing plaintiffs in class actions, mass torts and individual actions in courts throughout the United States.

ATTORNEY PROFILES

Gary E. Mason **Managing Partner**

Gary is a nationally recognized leader of the class action bar. Focusing on consumer class actions and mass torts, Gary has recovered more than \$1.5 billion in the 30 years he has represented plaintiffs.

With his broad experience, Gary is nationally known for representing consumers in class actions involving a wide range of defective products, including Chinese drywall, fire retardant plywood, polybutylene pipe, high-temperature plastic venting, hardboard siding, pharmaceutical products, consumer electronics and automobiles.

Gary has served in leadership positions in many consumer class actions in State and Federal Courts nationwide as well as in Multi-District Litigation. Gary writes and speaks frequently on topics related to class action litigation. He was the 2012-2013 Co-Chair of the Class Action Litigation group for the American Association for Justice. He has repeatedly been named as a Washington, DC Superlawyer for Class Actions.

Gary also serves as Executive Director and President of the Board of Directors of The Bethesda Blues and Jazz Foundation.

Gary graduated magna cum laude, Phi Beta Kappa, from Brown University in 1984 and earned his law degree from Duke University Law School. He then clerked for the Honorable Andrew J. Kleinfeld, U.S. District Court Judge, in Anchorage, Alaska. Gary is admitted to practice law in Washington, D.C, New York and Maryland. He is a member of the Bar of the United States Supreme Court and numerous federal Courts of Appeals and District Courts across the country.

David K. Lietz **Partner**

David Lietz's practice concentrates in the areas of complex civil litigation, consumer class actions, and mass torts in federal and state courts nationwide. His class action experience includes a wide range of subject matters, including violations of federal consumer protection laws (such as the FDCPA and TCPA), violations of state consumer protection law, defective products, wage abuse, and data privacy. Mass tort experience includes pharmaceutical litigation.

David also has decades of experience as a trial lawyer, representing plaintiffs in complex actions involving wrongful death and critical injury. Through both trials and settlement, he has recovered millions and millions of dollars for the victims of commercial trucking accidents, commercial airplane crashes, bus crashes, manufacturing and power plant explosions and fires, and construction related injuries and deaths.

David's practice includes appellate work, having briefed and argued multiple cases before federal appellate courts, including *Home Depot v. Jackson* at the Fourth Circuit. David then served as part of the winning brief-writing and oral advocacy team for *Home Depot v. Jackson* at the United States Supreme Court.

David holds an AV rating from the Martindale-Hubbell Law Directory, an honor he has held since 1998. He is listed in the Bar Register of Preeminent Lawyers, Washington D.C. & Baltimore's Top Rated Lawyers, 2012–2015 edition, and has a Martindale-Hubbell Client Distinction Award.

Outside of the law, David served for 12 years on the Board of Regents of his alma mater, Luther College, and was appointed Regent Emeritus in 2017. He was a member of the Luther College Presidential Search Committee, and received the Luther College Distinguished Service Award in 2018.

David received his undergraduate degree in Political Science from Luther College in 1988, where he graduated with honors. He received his J.D. from the Georgetown University Law Center in 1991. He is admitted to practice law in the District of Columbia, and is admitted to practice before a number of federal district and appellate courts.

Gary M. Klinger
Partner

Gary is a natural competitor and relishes the challenge of being a litigator. He is a tenacious and dedicated advocate of his client's interests and welcomes every opportunity to help them prevail in complex, high-stakes litigation.

Gary represents clients in class actions involving wide-ranging theories of liability including consumer fraud, breach of contract, privacy violations, conspiracy, violation of the antitrust laws, and other torts. He has been appointed as class counsel to millions of consumers across the country. Gary has recovered tens of millions of dollars for consumers in class action settlements.

Prior to forming Mason Lietz & Klinger LLP, Gary was an attorney at one of the premier litigation firms in Chicago where he focused on class action litigation. Gary has successfully represented clients from pre-litigation disputes through trials and appeals in federal and state jurisdictions throughout the country.

Gary is a graduate of the University of Illinois where he received both his undergraduate and law degrees. He is licensed to practice in Illinois and numerous federal district courts across the country.

Danielle L. Perry
Partner

Danielle's primary focus is in protecting employee and consumer rights through class action lawsuits

Danielle graduated from the University of California, Berkeley in 2010 with a Bachelor of Arts in Peace and Conflict Studies. During her undergraduate studies, she managed and rowed for

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the university's Lightweight Crew Team and also spent a year in Budapest, Hungary, where she interned with the Helsinki Committee, an international human rights organization. Danielle went on to attend Loyola Law School, where she was on the Board of the Public Interest Law Foundation and headed efforts to promote alternative dispute resolution, including founding a club structured to inform students of developments in mediation and working at The Center for Conflict Resolution.

During law school, she held an externship as a law clerk for the Honorable Victoria Chaney of the California Court of Appeals, worked with the Labor Division of the Los Angeles Office of the City Attorney, and was a Board Member for the Public Interest Law Foundation.

Prior to joining Mason Lietz & Klinger, Danielle practiced at a plaintiffs' class action firm in Los Angeles, where she worked as an advocate for victims of wage theft—employees who were being deprived of pay and not provided with legally required meal and rest periods. Danielle spent much of her time working on lawsuits brought to recover lost wages and penalties for banking, manufacturing, retail, property management, and trucking industry employees.

Danielle is a member of the American Association for Justice and regularly volunteers as an advising attorney at the Employment Justice Center.

NOTABLE CLASS ACTION CASES LITIGATED BY MLK ATTORNEYS

Antitrust

In re: TFT-LCD (Flat Panel) Antitrust Litigation, No. 3:07-cv-01827, MDL No. 1827 (N.D. Cal.) (combined settlement totaling nearly \$1.1 billion in suit alleging the illegal formation of an international cartel to restrict competition in the LCD panel market) (2012).

Appliances

Ersler, et. al v. Toshiba America et. al, No. 07- 2304 (D.N.J.) (settlement of claims arising from allegedly defective television lamps) (2009).

Maytag Neptune Washing Machines (class action settlement for owners of Maytag Neptune washing machines).

Stalcup, et al. v. Thomson, Inc. (Ill. Cir. Ct.) (\$100 million class settlement of claims that certain GE, PROSCAN and RCA televisions may have been susceptible to temporary loss of audio when receiving broadcast data packages that were longer than reasonably anticipated or specified) (2004).

Hurkes Harris Design Associates, Inc., et al. v. Fujitsu Computer Prods. of Am., Inc. (settlement provides \$42.5 million to pay claims of all consumers and other end users who bought certain Fujitsu Desktop 3.5" IDE hard disk drives) (2003).

Turner v. General Electric Company, No. 2:05-cv-00186 (M.D. Fla.) (national settlement of claims arising from allegedly defective refrigerators) (2006).

Automobiles

In re General Motors Corp. Speedometer Prods. Liab. Litig., MDL No. 1896 (W.D. Wash.) (national settlement for repairs and reimbursement of repair costs incurred in connection with defective speedometers) (2007).

Baugh v. The Goodyear Tire & Rubber Company (class settlement of claims that Goodyear sold defective tires that are prone to tread separation when operated at highway speeds; Goodyear agreed to provide a combination of both monetary and non-monetary consideration to the Settlement Class in the form of an Enhanced Warranty Program and Rebate Program) (2002).

Lubitz v. Daimler Chrysler Corp., No. L-4883-04 (Bergen Cty. Super. Ct, NJ 2006) (national settlement for repairs and reimbursement of repair costs incurred in connection with defective brake system; creation of \$12 million fund; 7th largest judgment or settlement in New Jersey) (2007).

Berman et al. v. General Motors LLC, No. 2:18-cv-14371 (S.D. Fla.) (Co-Lead Counsel; national settlement for repairs and reimbursement of repair costs incurred in connection with Chevrolet Equinox excessive oil consumption).

Civil Rights

In re Black Farmers Discrimination Litigation, No. 1:08-mc-00511 (D.D.C.) (\$1.25 billion settlement fund for black farmers who alleged U.S. Department of Agriculture discriminated against them by denying farm loans) (2013).

Bruce, et. al. v. County of Rensselaer et. al., No. 02-cv-0847 (N.D.N.Y.) (class settlement of claims that corrections officers and others employed at the Rensselaer County Jail (NY) engaged in the practice of illegally strip searching all individuals charged with only misdemeanors or minor offenses) (2004).

Commercial

In re: Outer Banks Power Outage Litigation, No. 4:17-cv-141 (E.D.N.C) (Co-Lead Counsel; \$10.35 million settlement for residents, businesses, and vacationers on Hatteras and Ocracoke Islands who were impacted by a 9-day power outage) (2018)

Construction Materials

Cordes et al v. IPEX, Inc., No. 08-cv-02220-CMA-BNB (D. Colo.) (class action arising out of defective brass fittings; court-appointed member of Plaintiffs' Steering Committee) (2011).

Elliott et al v. KB Home North Carolina Inc. et al, No. 08-cv-21190 (N.C. Super. Ct. Wake County) (Lead Counsel; class action settlement for those whose homes were constructed without a weather-resistant barrier) (2017)

In re: Pella Corporation Architect and Designer Series Windows Marketing, Sales Practices and Products Liability Litigation, MDL No. 2514 (D.S.C.)(class action arising from allegedly defective windows; Court-appointed Co-Lead Counsel).

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In re MI Windows and Doors, Inc., Products Liability Litigation, MDL No. 2333 (D.S.C) (National class action settlement for homeowners who purchased defective windows; Court-appointed Co-Lead Counsel).

In re Atlas Roofing Corporation Chalet Shingle Products Liability Litig., MDL No. 2495 (N.D. Ga.) (class action arising from allegedly defective shingles; Court-appointed Co-Lead Counsel).

Helmer et al. v. Goodyear Tire & Rubber Co., No. 12-cv-00685-RBJ (D. Colo. 2012) (class action arising from allegedly defective radiant heating systems; Colorado class certified, 2014 WL 3353264, July 9, 2014).

In re: Zurn Pex Plumbing Products Liability Litigation, No. 0:08-md-01958, MDL No. 1958 (D. Minn.) (class action arising from allegedly plumbing systems; member of Executive Committee; settlement) (2012).

Hobbie, et al. v. RCR Holdings II, LLC, et al., No. 10-1113 , MDL No. 2047 (E.D. La.) (\$30 million settlement for remediation of 364 unit residential high-rise constructed with Chinese drywall) (2012).

In re Chinese Manufactured Drywall Products Liability Litigation, No. 2:09-md-02047, MDL No. 2047 (E.D. La.) (litigation arising out of defective drywall) (appointed Co-Chair, Insurance Committee) (2012).

Galanti v. Goodyear Tire & Rubber Co., No. 03-209 (D.N.J. 2003) (national settlement and creation of \$330 million fund for payment to owners of homes with defective radiant heating systems) (2003).

In re Synthetic Stucco Litig., No. 5:96-CV-287-BR(2) (E.D.N.C.) (member of Plaintiffs' Steering Committee; settlements with four EIFS Manufacturers for North Carolina homeowners valued at more than \$50 million).

In re Synthetic Stucco (EIFS) Prods. Liability Litig., MDL No. 1132 (E.D.N.C.) (represented over 100 individuals homeowners in lawsuits against homebuilders and EIFS manufacturers).

Posey, et al. v. Dryvit Systems, Inc., No. 17,715-IV (Tenn. Cir. Ct) (Co-Lead Counsel; national class action settlement provided cash and repairs to more than 7,000 claimants) (2002).

Sutton, et al. v. The Federal Materials Company, Inc., et al, No. 07-CI-00007 (Ky. Cir. Ct) (Co-Lead Counsel; \$10.1 million class settlement for owners of residential and commercial properties constructed with defective concrete).

Staton v. IMI South, et al. (Ky. Cir. Ct.) (Co-Lead Counsel; class settlement for approximately \$30 million for repair and purchase of houses built with defective concrete).

In re Elk Cross Timbers Decking Marketing, Sales Practices and Products Liability Litigation, No. 15-cv-0018, MDL No. 2577 (D.N.J.) (Lead Counsel; national settlement to homeowners who purchased defective GAF decking and railings).

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Bridget Smith v. Floor and Decor Outlets of America, Inc., No. 1:15-cv-4316 (N.D. Ga.) (Co-Lead Counsel; National class action settlement for homeowners who purchased unsafe laminate wood flooring).

In re Lumber Liquidators Chinese-Manufactured Flooring Products Marketing, Sales Practices and Products Liability Litigation MDL No. 1:15-md-2627 (E.D. Va.) (Formaldehyde case; \$36 million national class action settlement for member who purchased a certain type of laminate flooring).

In re Lumber Liquidators Chinese-Manufactured Laminate Flooring Durability Marketing, Sales Practices Litigation MDL No. 1:16-md-2743 (E.D. Va.) (Co-Lead Counsel; Durability case; \$36 million national class action settlement for member who purchased a certain type of laminate flooring).

In re Windsor Wood Clad Window Products Liability Litigation MDL No. 2:16-md-02688 (E.D. Wis.) (National class action settlement for homeowners who purchased defective windows; Court-appointed Lead Counsel).

In re Allura Fiber Cement Siding Products Liability Litigation MDL No. 2:19-md-02886 (D.S.C.) (class action arising from allegedly defective cement board siding; Court-appointed Lead Counsel).

Environmental

Nnadili, et al. v. Chevron U.S.A., Inc., No. 02-cv-1620 (D.D.C.) (\$6.2 million settlement for owners and residents of 200 properties located above underground plume of petroleum from former Chevron gas station) (2008).

In re Swanson Creek Oil Spill Litigation, No. 00-1429 (D. Md.) (Lead Counsel; \$2.25 million settlement of litigation arising from largest oil spill in history of State of Maryland) (2001).

Fair Labor Standards Act/Wage and Hour

Craig v. Rite Aid Corporation, No. 08-2317 (M.D. Pa.) (FLSA collective action and class action settled for \$20.9 million) (2013).

Stillman v. Staples, Inc., No. 07-849 (D.N.J. 2009) (FLSA collective action, plaintiffs' trial verdict for \$2.5 million; national settlement approved for \$42 million) (2010).

Lew v. Pizza Hut of Maryland, Inc., No. CBB-09-CV-3162 (D. Md.) (FLSA collective action, statewide settlement for managers-in-training and assistant managers, providing recompense of 100% of lost wages) (2011).

Food and Drug Misrepresentation

Smid et al. v. Nutranext, LLC, No. 20L0190 (St. Clair Cty. Ill., 2020) (\$6.7 million settlement)

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In re Hill's Pet Nutrition, Inc. Dog Food Prods. Liab. Litg., MDL No. 2887, No. 2:19-md-02887 (D. Kan. filed June 6, 2019) (Court-appointed Co-Lead Counsel)

Financial

Roberts v. Fleet Bank (R.I.), N.A., No. 00-6142 (E. D. Pa. 2003) (\$4 million dollar settlement on claims that Fleet changed the interest rate on consumers' credit cards which had been advertised as "fixed.").

Penobscot Indian Nation et al v United States Department of Housing and Urban Development, No. 07-1282 (PLF) (D.D.C. 2008) (represented charitable organization which successfully challenged regulation barring certain kinds of down-payment assistance; Court held that HUD's promulgation of rule violated the Administrative Procedure Act),

Insurance

Young, et al. v. Nationwide Mut. Ins. Co., et al., No. 11-5015 (E.D. Ky. 2014) (series of class actions against multiple insurance companies arising from unlawful collection of local taxes on premium payments; class certified and affirmed on appeal, 693 F.3d 532 (6th Cir., 2012); settlements with all defendants for 100% refund of taxes collected).

Nichols v. Progressive Direct Insurance Co., et al., No. 2:06-cv-146 (E.D. Ky. 2012) (Class Counsel; class action arising from unlawful taxation of insurance premiums; statewide settlement with Safe Auto Insurance Company and creation of \$2 million Settlement Fund; statewide settlement with Hartford Insurance Company and tax refunds of \$1.75 million)

Privacy / Data Breach

In re U.S. Office of Personnel Management Data Security Breach Litigation, No. 15-1393 (ABJ), MDL No. 2664 (D.D.C.) (court appointed interim Liaison Counsel).

In re Google Buzz Privacy Litigation, No. 5:10-cv-00672 (N.D. Cal. 2010) (court-appointed Lead Class Counsel; \$8.5 million *cy pres* settlement).

In re Dept. of Veterans Affairs (VA) Data Theft Litig., No. 1:2006-cv-00506, MDL 1796 (D.D.C. 2009) (Co-Lead counsel representing veterans whose privacy rights had been compromised by the theft of an external hard drive containing personal information of approximately 26.6 million veterans and their spouses; creation of a \$20 million fund for affected veterans and a *cy pres* award for two non-profit organizations).

In re Adobe Systems Inc. Privacy Litigation, No. 5:13-cv-05226 (N.D. Cal. 2015) (settlement requiring enhanced cyber security measures and audits).

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

IRMA CARRERA AGUALLO, DROR
HERTZ, KELVIN HOLMES, MELISSA
ANTONIO, MARY MACARONIS, and
GREGGORY VEECH, individually and on
behalf of all others similarly situated,

Plaintiffs,

v.

KEMPER CORPORATION and INFINITY
INSURANCE COMPANY,

Defendants.

Case No. 1:21-cv-01883

Honorable Martha M. Pacold

DECLARATION OF MELISSA BALDWIN REGARDING NOTICE TO THE CLASS

I, Melissa Baldwin, hereby declare and state as follows:

1. I am the Director of Claims Administration for RG/2 Claims Administration LLC (“RG/2”), located at 30 South 17th Street, Philadelphia, PA 19103. I am over the age of 18, have personal knowledge of the matters set forth herein, and if called upon to do so, could testify competently to them.

2. RG/2 is a full-service class action settlement administrator that provides, among other things, notice, claims processing, allocation, distribution, tax reporting, and class action settlement consulting services. RG/2’s experience includes the provision of notice and administration services for numerous settlements relating to antitrust, consumer fraud, civil rights, employment, negligent disclosure, and securities fraud class action lawsuits. Since 2000,

RG/2 has administered and distributed in excess of \$1.8 billion in class action settlement proceeds.

3. As required by the Class Action Fairness Act (“CAFA”), on October 22, 2021, RG/2 caused to be served by First-Class mail a Notice of Proposed Settlement to the United States Attorney General and 54 State and Territory Attorneys General. A copy of the Notice of Proposed Settlement is attached hereto as **Exhibit A**. RG/2 has received no objections or other responses from any Attorney General.

4. As approved in the Court’s Preliminary Approval Order dated October 27, 2021, the Parties agreed to have RG/2 be responsible for: creating a website with an online claims portal; creating and undertaking the Notice Plan; processing Claims, Opt Out letters and objections; corresponding with Claimants; making all payments to Claimants from the Settlement; all required tax reporting and withholding; and communicating the information regarding status of claims and payment to the Parties’ counsel. Subsequent to this Order, RG/2 has performed the services detailed below.

5. RG/2 created a website with the URL www.InfinityClassSettlement.com, which went live on November 26, 2021 and contained the following:

- a. The “Homepage” contains a brief summary of the Settlement and advises potential Settlement Class Members of their rights under the Settlement;
- b. The “Notice/Claim Form” page contains pdf copies of the Long Form Notice and the Claim Form. The page also contains a link to the Claim Form online filing portal;
- c. The “Court Documents” page contains various documents filed with the Court for this Settlement, such as the Settlement Agreement and Third Amended Complaint;

- d. The “Contact” page contains the contact information of the Claims Administrator; and
- e. A portal to allow Settlement Class Members to enter their email address to receive a reminder email when their credit monitoring redemption code is active following the Effective Date of the settlement.

As of December 21, 2021, the website has received 22,546 unique visits.

6. Also on November 26, 2021, the toll-free phone number for Settlement Class Members to obtain information or speak with an operator went live. This IVR includes a menu of frequently asked questions for Settlement Class Members to review at their convenience. Settlement Class Members can also submit a request to have a notice and/or claim form mailed to them through the automated system. As of December 21, 2021, the toll-free line has received 2,189 calls.

7. On November 1, 2021, RG/2 received a secure file from Baker & Hostetler LLP containing the emails, names and addresses of Kemper and Infinity customers who were previously notified of the Data Incidents. Review of the data showed that the total number of Settlement Class Members was 6,148,631.

8. Commencing on November 30, 2021, RG/2 arranged for the Short-Form Notice to be sent to the 1,581,463 Settlement Class Members identified as having valid email addresses. The Short-Form Notice provided each Settlement Class Member with a username and password to be used to get access to the claims portal to file a claim online, as well as a redemption code for the credit monitoring benefit. A sample of the Short-Form Notice is attached hereto as Exhibit **B**.

9. Of the 1,581,463 emails sent, a total of 195,711 (or 12.38%) were returned as undeliverable. As a result, RG/2 arranged to have the Short-Form Notice printed and mailed via First-Class mail to each of these Settlement Class Members.

10. Concurrent with the sending of the Email Notice, RG/2 caused to be mailed via First-Class mail the Short-Form Notice to the Settlement Class Members who did not have valid email addresses associated with their records in the data. The Short-Form Notice was mailed to the 4,567,168 Settlement Class Members without valid email addresses. Prior to mailing the Short-Form Notice, the Settlement Class Member addresses were processed through the United States Postal Service National Change of Address Database and updated where a new address was provided.

11. To-date, RG/2 has received 13,123 of the mailed Short-Form Notices returned as undeliverable by the USPS. Of the 13,123 returned notices, 278 Short-Form Notices were returned with forwarding addresses for the Settlement Class Members, and a new Short-Form Notice was promptly re-mailed to those Settlement Class Members. Through standard skip-tracing procedures, RG/2 mailed new Short-Form Notices to 10,412 Settlement Class Members for whom updated addresses were located. The deadline to process returned mail is January 11, 2022.

12. The Short-Form Notice advised Settlement Class Members of their right to exclude themselves from the Settlement and that their request must be postmarked by January 25, 2022. To date, RG/2 has not received any Requests for Exclusion from the Settlement.

13. The Short-Form Notice also advised Settlement Class Members of their right to object to the Settlement and that their objection must be filed with the Court by January 25, 2022. To date, and to RG/2's knowledge, no timely objections have been filed with the Court.

14. Class Members have until February 24, 2022 to either submit a claim through the claims portal or have their mailed Claim Form postmarked. To date, RG/2 has received 480 Claims filed online and 44 Claims filed by mail.

I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE UNITED STATES OF AMERICA THAT THE FOREGOING IS TRUE AND CORRECT.

Executed on December 22, 2021 at Philadelphia, Pennsylvania.

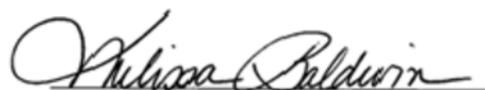

Melissa Baldwin

EXHIBIT A



October 22, 2021

VIA «Via_Mail»

«First» «Last», «Esquire»

«Title»

«Street_1» «Street2»

«City», «State1» «Zip»

Re: *Aguallo, et al. v. Kemper Corporation and Infinity Insurance Company*
Case No. 1:21-cv-01883, Notice Pursuant to 28 U.S.C. § 1715

Dear Sir or Madam:

On behalf of Defendants, Kemper Corporation and Infinity Insurance Company (“Defendants”), RG/2 Claims Administration LLC (“RG/2 Claims”), hereby provides this Notice of a Proposed Class Action Settlement in the above-referenced class action pursuant to the Class Action Fairness Act of 2005 (“CAFA”). The proposed settlement will resolve the case.

In accordance with its obligations under CAFA, RG/2 Claims encloses the following:

(1) The Complaint, any materials filed with the Complaint, and any Amended Complaints.

Plaintiff’s Class Action Complaint, the Amended Class Action Complaint, the Second Amended Class Action Complaint and the Third Amended Class Action Complaint filed in the *Aguallo, et al. v. Kemper Corporation and Infinity Insurance Company* case can be found on the enclosed CD as “Exhibit 1- Aguallo v Kemper Complaints.”

(2) Notice of any scheduled judicial hearing in the class action.

The Court has scheduled a Preliminary Approval Hearing for October 27, 2021 at 11:00 a.m. via telephone before the Honorable Martha M. Pacold. The Minutes Order Setting Telephone Hearing can be found on the enclosed CD as “Exhibit 2 – Minutes Order Setting Preliminary Approval Hearing.” The Court has not yet scheduled a fairness hearing regarding the settlement. Once the Court sets a hearing date, such date(s) can be found on PACER as follows: (1) enter PACER, (2) click on “Query,” (3) enter the civil case number, 1:21-cv-01883, (4) click on “Run Query,” and (5) click on the link “Docket Report.” The order(s) scheduling hearing(s) will be found on the docket entry sheet.



«First» «Last», «Esquire»

October 22, 2021

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(3) Any proposed or final notification to class members.

The long-form and email Notice of Pending Class Action and Proposed Settlement and the Claim Form as submitted to the Court can be found on the enclosed CD as “Exhibit 3 – Notice of Pending Class Action and Proposed Settlement.”

(4) Any proposed or final class action settlement.

The Settlement Agreement entered into by the parties and as submitted to the Court can be found on the enclosed CD as “Exhibit 4 – Settlement Agreement.” There are no other agreements contemporaneously made between Class Counsel and counsel for the defendants.

(5) A final judgment or notice of dismissal.

Final judgment has not yet been entered. Upon entry, a copy of the Final Order and Judgment will be available through PACER and can be accessed online as follows: (1) enter PACER, (2) click on “Query,” (3) enter the civil case number, 1:21-cv-01883, (4) click on “Run Query,” and (5) click on the link “Docket Report.” The order(s) entering final judgment will be found on the docket entry sheet.

(6) Names of class members who reside in each state and the estimated proportionate share of the claims of such members to the entire settlement.

As of today, it is not feasible to identify the names of every Class Member who resides in your state; the list of class member totals by state can be found on the enclosed CD as “Exhibit 5 – Class Member Totals by State” represents our best current estimate of the total number of Class Members residents in your state. The specific settlement allocation to each Class Member will be determined by the Settlement Agreement and each Class Member’s election of benefits according to Court-approved guidelines. As a result, we do not yet know which Class Members will receive settlement benefits or the financial value of the benefits each Class Member will receive, and it is not feasible to determine the estimated proportionate share of the claims of the Class Members who reside in each state to the entire settlement. Upon final approval of the Court, the settlement benefits will be distributed to the Class Members according to the relevant provisions of the Settlement Agreement.

(7) Any written judicial opinion relating to the materials described in (3) through (5).

The Court has not yet entered a Preliminary Approval Order or any opinions relating to the materials described in sections (3) through (5). Upon entry, a copy of said Order or opinion can be found online through the process described in section (5) above.

Final judgment has not yet been entered. Upon entry, a copy of said judgment can be found online through the process described in section (5) above.

«First» «Last», «Esquire»

October 22, 2021

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If you have questions about this notice, the lawsuits, or the enclosed materials, please do not hesitate to contact me.

Sincerely,
RG/2 Claims Administration LLC

Enclosures

EXHIBIT B

Case: 1:21-cv-01883 Document #: 46-3 Filed: 12/23/21 Page 11 of 11 PageID #:793
Kemper and Infinity Customers who were sent notice letters on or about March 16, 2021 and May 25, 2021 notifying them that their Personal Identifiable Information (“PII”) was compromised in the Data Incidents may be eligible for a payment from a class action settlement.

A federal court ordered this notice. This is not a solicitation from a lawyer.

Si desea recibir esta notificación en español, llámenos al 1-800-347-9165.

A settlement has been reached with Kemper Corporation and Infinity Insurance Company (“collectively, the Defendants”) in a class action lawsuit about the data incidents that occurred on December 14, 2020 and March 25, 2021 (“the Data Incidents”). Defendants announced the Data Incidents on or about March 16, 2021 and on or about May 25, 2021. The lawsuit was filed asserting claims against Defendants relating to the Data Incidents. Defendants deny all of the claims and say they did not do anything wrong.

WHAT HAPPENED? Plaintiffs allege that on December 14, 2020 and March 25, 2021, respectively, Defendants were the targets of two separate data security incidents in which unauthorized users accessed Defendants’ network and computer systems and which resulted in unauthorized access of personal information. Plaintiffs allege that, as a result of the Data Incidents, unauthorized users gained access to Plaintiffs’ and Defendants’ customers’, current and former employees’, and agents’ PII, including, but not limited to, names, addresses, Social Security numbers, driver’s license numbers, medical leave information, and/or workers’ compensation claim information.

WHO IS INCLUDED? You received this email because Defendants’ records show you are a member of the Settlement Class. The Settlement Class includes all residents of the United States who were sent notice letters notifying them that their information was compromised in one or more of the Data Incidents. There is a separate settlement subclass for Settlement Class Members that are California residents.

SETTLEMENT BENEFITS. All Settlement Class Members will be provided access to Aura’s Financial Shield fraud monitoring and protection services for a period of 18 months from the Effective Date of the Settlement without the need to submit a Claim Form. A link with a redemption code to be used to enroll directly with Aura Financial Shield is provided below.

LINK [HTTPS://APP.FINANCIALSHIELD.COM/INFORMATION/KEMP](https://app.financialshield.com/information/kemp)
REDEMPTION CODE:

The Settlement also provides reimbursement of up to \$10,000 for documented out-of-pocket expenses and lost time that resulted from the Data Incidents for persons who file a valid Claim Form. The Settlement also provides an additional cash payment benefit for Class Members who are California residents. Information on the Settlement’s benefits is available on the website: www.InfinityClassSettlement.com.

CLAIM FORM. You must file a Claim Form to receive a cash payment for documented out-of-pocket expenses, lost time or the California benefit. You can file a claim online at www.InfinityClassSettlement.com, download a Claim Form at the website and mail it, or you may call 1-800-347-9165 and ask that a Claim Form be mailed to you. The claim deadline is **February 24, 2022**. You must use the following username and password to file a Claim Form to verify your identity as a member of the Settlement Class.

Username:
Password:

Please call 1-800-347-9165 to receive further information on how to file a claim.

OTHER OPTIONS. If you do not want to be legally bound by the Settlement, you must exclude yourself by **January 25, 2022**. If you stay in the Settlement, you may object to it by **January 25, 2022**. A more detailed notice is available to explain how to exclude yourself or object. Please visit the website www.InfinityClassSettlement.com or call the toll-free number below for a copy of the more detailed notice. On March 15, 2022, the Court will hold a hearing on whether to approve the Settlement, Class Counsel’s request for attorneys’ fees and reasonable costs and expenses of up to \$2,500,000, and service awards of up to \$1,500 for each of the six Representative Plaintiffs. You or your own lawyer, if you have one, may ask to appear and speak at the hearing at your own cost, but you do not have to. Detailed information is available at the website and by calling the toll-free number below.

Questions? Call 1-800-347-9165 or visit www.InfinityClassSettlement.com

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

IRMA CARRERA AGUALLO, DROR HERTZ,
KELVIN HOLMES, MELISSA ANTONIO,
MARY MACARONIS, and GREGGORY
VEECH, individually and on behalf of all
others similarly situated,

Plaintiffs,

v.

KEMPER CORPORATION and INFINITY
INSURANCE COMPANY,

Defendants.

Case No. 1:21-cv-01883

Hon. Martha M. Pacold

**DECLARATION OF M. ANDERSON BERRY IN SUPPORT OF
PLAINTIFFS' UNOPPOSED MOTION FOR APPROVAL OF
ATTORNEYS' FEES AWARD, EXPENSE REIMBURSEMENT,
AND SERVICE AWARDS TO REPRESENTATIVE PLAINTIFFS**

I, M. Anderson Berry, being competent to testify, make the following declaration based on my personal knowledge, and where stated, upon information and belief, I declare:

1. I have been licensed to practice law in the state of California since 2009. I am admitted to practice in the U.S. District Courts for Northern, Eastern and Central Districts of California, the Northern District of Illinois, the Eastern District of Michigan and the Southern District of Indiana. I submit this declaration in support of Plaintiffs' Unopposed Motion for Approval of Attorneys' Fees Award, Expense Reimbursement, and Service Awards to Representative Plaintiffs. Except as otherwise noted, I have personal knowledge of the facts set forth in this declaration and could and would competently testify to them if called upon to do so.

2. I practice law at Clayeo C. Arnold, A Professional Law Corporation dba Arnold Law Firm (the "Arnold Law Firm"). Our principal counsel is Clayeo C. Arnold, who has practiced civil litigation on behalf of consumers and individuals in California since 1975. The firm generally

employs ten attorneys practicing in the areas of consumer class action, *qui tam*, employment, labor, and personal injury litigation. I head the complex civil litigation group, specifically *qui tam* and data breach class action matters.

3. The Arnold Law Firm attorneys have a long history of successfully handling class actions across a range of industries, including data breach cases. I bring substantial experience in complex litigation matters with a history of litigating in an efficient and practical manner, including as Lead and Co-Lead Class Counsel in numerous data breach class actions.

4. I was first selected as the Northern California Super Lawyers Rising Star in 2015 in the field of complex civil litigation. Before joining the Arnold Law Firm in 2017, I worked as an Assistant United States Attorney for the Eastern District of California. As part of the Affirmative Civil Enforcement unit, I handled a wide variety of complex cases, recovering millions of dollars for the United States.

5. Before working for the Department of Justice, I practiced at one of the world's largest law firms, Jones Day, where I represented clients in international arbitration and complex commercial litigation, including defending class action allegations.

6. I attended the University of California, Berkeley, as an undergraduate and for law school.

7. I have an extensive background in privacy and consumer/government fraud litigation, actively participating in a currently sealed False Claims Act case involving widespread cybersecurity fraud upon the United States. I am presently litigating more than thirty class action cases across the country involving data breaches, including the following recent matters in which I have a leadership position: *In Re: Arthur J. Gallagher Data Breach Litigation*, No. 1:21-cv-04056 (N.D.Ill.) (Co-Lead Counsel); *Rossi v. Claire's Stores*, No. 1:20-cv-05090 (N.D. Ill.) (Co-Lead Counsel); *In re: CaptureRx Data Breach Litigation*, No. 5:21-cv-00523 (W.D.TX) (Co-Lead Counsel); *A.A. ex rel. Altes v. AFTRA Ret. Fund*, No. 1:20-cv-11119 (S.D.N.Y.) (Co-Lead Counsel); *Desue v. 20/20 Eye Care Network, Inc. et al.*, 0:21-cv-61275 (S.D. Fla.) (Executive Comm.); *Aguallo, et al. v. Kemper Corp., et al.*, No. 1:21-cv-01883-MMP (N.D. Ill.); *Pfeiffer v.*

RadNet, Inc., No. 2:20-cv-09553-RGK-SK (C.D. Cal.) (Class Counsel); and *In Re: Morgan Stanley Data Security Litigation*, No. 1:20-cv-05914 (S.D.N.Y.).

8. Alex Sauerwein practices in the data breach complex litigation group for the Arnold Law Firm under my direct supervision. He has been licensed to practice law in the state of California since 2021.

9. My work on this matter includes: investigating the cause and effects of the Kemper Corporation and Infinity Insurance Company data breaches, interviewing potential clients, evaluating the potential class representatives, contributing to the evaluation of the merits of the case before filing the Complaint and the amended complaints, legal research, drafting and revising the Complaint and amended complaints, revising motions, communicating with defense counsel, contributing to the selection of a mediator, drafting and revising mediation briefs, preparing for and attending the all-day mediations, revising settlement documents, including the agreement, its exhibits, and the motion for preliminary approval, communicating with Defendants' counsel, and updating and handling questions from our class representatives. I provided assistance while being mindful to avoid duplicative efforts.

10. Alex Sauerwein assisted me in this matter with respect to drafting motions and associated legal research. He provided assistance while being mindful to avoid duplicative efforts.

11. Olya Velichko is a paralegal at the Arnold Law Firm, working exclusively for me under my direct supervision. She assisted me in this matter with respect to: investigating the cause and effects of Kemper Corporation and Infinity Insurance Company's data breach, researching Kemper Corporation and Infinity Insurance Company's operations and background, communicating with the class representatives regarding document preservation, document production and other issues, and handling myriad administrative tasks including calendaring and payments to the mediator. She provided assistance while being mindful to avoid duplicative efforts.

12. The hourly rates of the professionals at the Arnold Law Firm reflect our experience. The rates of \$680 per hour for me, \$319 for Alex Sauerwein and \$180 for Ms. Velichko are commensurate with hourly rates charged by our contemporaries.

13. The lawyers and other professional staff of the Arnold Law Firm maintain and record their respective time and the specific services they perform contemporaneously in a computerized system. Based upon the records in this system, the lodestar of the Arnold Law Firm is in excess of 165.55 hours as of December 22, 2021, amounting to \$98,831.25. This time includes the assistance detailed above by me, Mr. Sauerwein, and Ms. Velichko.

14. Additional time will be spent to respond to any objections, draft and revise briefs, including the motion for final approval, prepare for and attend the fairness hearing and obtain final approval, communicate with defense counsel, the class administrator and Class Members, and to assist with any appeal.

15. I assert that the attorneys' fees sought for the Arnold Law Firm personnel in the motion for attorneys' fees are reasonable, and my firm seeks fair and reasonable compensation for undertaking this case on a contingency basis and for obtaining the relief for Plaintiff and the Class.

16. My rates have been recently approved in numerous other data breach class action cases in federal courts, including but not limited to: *Riggs v. Kroto, Inc.*, No. 1:20-cv-5822 (N.D. Ill. filed Sept. 30, 2020) (Co-Lead Counsel) (settled); *In re Hanna Andersson & Salesforce.com Data Breach Litig.*, No. 3:20-cv-00812-EMC (N.D. Cal. filed Feb. 3, 2020) (Class Counsel) (settled); *Gaston v. FabFitFun, Inc.*, No. 2:20-cv-09534-RGK-E (C.D. Cal. filed Oct. 16, 2020) (Class Counsel) (settled); *Llamas v. Truefire, LLC*, No. 8:20-cv-00857-WFJ-CPT (M.D. Fla. Filed May 14, 2020) (Class Counsel) (settled); *Pygin v. Bombas, LLC*, No. 4:20-cv-04412 (N.D. Cal. filed July 1, 2020) (Class Counsel) (settled).

17. The chart below reflects the amount of time spent by members of the Arnold Law Firm in the investigation and prosecution of this case through December 22, 2021:

Timekeeper	Rate	Total Hours	Total Amount
M. Anderson Berry, Attorney	680	137.30	93,364.00
Alex Sauerwein, Attorney	319	2.75	877.25
Olya Velichko, Paralegal	180	25.50	4,590.00
Totals:		165.55	98,831.25

18. We expended a significant amount of time litigating this matter and securing the Settlement. Because we are a small operation, the expenditure of time on this case precluded our employment on other cases. We took meaningful steps to ensure the efficiency of our work and to avoid duplicating efforts. I expect to maintain a high level of oversight and involvement, along with co-counsel, as the case continues, and anticipate incurring significant additional lodestar.

19. The Arnold Law Firm's costs and expenses, totaling \$4,725.82, are detailed below. I assert they are reasonable, that they were derived from a computerized database maintained by individuals in the accounting office of my firm and checked for accuracy.

Category	Description	Amount
Court Costs	NDIL bar fee 04.12.2021	188.00
Other client costs	Conferencecalls.com 06.22.2021	4.64
	Conferencecalls.com 04.22.2021	4.47
Postage	USPS- 08.09.2021	5.86
	USPS- 07.26.2021	5.86
	UPS- 04.09.2021	23.44
	UPS- 04.08.2021	23.44
Research	Pacer 11.02.2021	5.40
	Pacer 09.01.2021	1.40
	Westlaw 05.11.2021	312.89
	Pacer 05.10.2021	1.10
Mediation	Travel-United Airlines, Chicago, IL	1,163.80
	Travel and Related Expenses	10.93
	Travel and Related Expenses	61.45
	Travel and Related Expenses	121.38
	Travel and Related Expenses	54.00
	Travel and Related Expenses	514.22
	Travel and Related Expenses	62.10
	Travel and Related Expenses	11.44
	Mediator Fees	1,250.00
	Mediator Fees Invoice 8/06/2021	900.00
Total:		\$ 4,725.82

20. The expenses incurred in this action are reflected on the books and records of my firm. These books and records are prepared from expense vouchers, check records, and other source materials and are an accurate record of the expenses incurred. It is anticipated that costs may continue to accrue, including, but not limited to, costs associated with preparation and filing of the motion for attorneys' fees and motion for final approval of the settlement.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct. Executed this 22nd day of December, 2021, at Broomfield, Colorado.



M. Anderson Berry, Esq.

**UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

IRMA CARRERA AGUALLO, DROR
HERTZ, KELVIN HOLMES, MELISSA
ANTONIO, MARY MACARONIS, and
GREGGORY VEECH, individually and on
behalf of all others similarly situated,

Plaintiffs,

v.

KEMPER CORPORATION and INFINITY
INSURANCE COMPANY,

Defendants.

Case No. 1:21-cv-01883

Hon. Martha M. Pacold

**DECLARATION OF RACHELE R. BYRD IN SUPPORT OF
PLAINTIFFS' UNOPPOSED MOTION FOR APPROVAL OF
ATTORNEYS' FEES AWARD, EXPENSE REIMBURSEMENT,
AND SERVICE AWARDS TO REPRESENTATIVE PLAINTIFFS**

I, Rachele R. Byrd, being competent to testify, make the following declaration based on my personal knowledge, and where stated, upon information and belief, I declare:

1. I am an attorney duly licensed to practice law in the State of California and a member of Wolf Haldenstein Adler Freeman & Herz LLP ("Wolf Haldenstein"), one of the Court-appointed Co-Lead Counsel for Plaintiffs Irma Carrera Aguallo, Dror Hertz, Kelvin Holmes, Mary Macaronis, and Gregory Veech (collectively, "Plaintiffs") and the Settlement Class in this action against defendants Kemper Corporation and Infinity Insurance Company ("Defendants"). I submit this declaration in support of Plaintiffs' Unopposed Motion for Approval of Attorneys' Fees Award, Expense Reimbursement, and Service Awards to Representative Plaintiffs.

2. The following facts are based upon my personal knowledge and if called upon to do so, I could, and would, competently testify thereto.

3. I have significant and extensive litigation experience, having been involved in class action and other representative litigation since I joined Wolf Haldenstein in 2001. Attached hereto as **Exhibit A** is a true and correct copy of Wolf Haldenstein's firm resume.

4. The work done by my firm in this case includes, but is not limited to: communicating with class members; drafting, reviewing and editing complaints; drafting, reviewing and editing the mediation brief; attending the two mediations; participating in subsequent settlement negotiations; reviewing and editing the settlement agreement and exhibits; reviewing and editing preliminary approval motion papers; attending the telephonic preliminary approval hearing; communicating with the claims administrator; reviewing and approving final notices and claim form; and drafting, reviewing and editing the motion for final approval and the motion for attorneys' fees and expenses and all supporting documents.

5. Additional time will be spent to respond to any objections, to prepare for and attend the Final Approval Hearing, to defend any appeals taken from the final judgment approving the settlement if such appeals are taken, to respond to inquiries from Settlement Class Members about the case and the Settlement, and to ensure that the distribution of settlement proceeds to Settlement Class Members is done in a timely manner in accordance with the terms of the settlement. I assert that the attorneys' fees sought in the motion for attorneys' fee are reasonable and that Plaintiffs' Counsel seek fair and reasonable compensation for undertaking this case on a contingency basis and for obtaining the relief for Plaintiffs and the Settlement Class. Throughout this action, Defendants have been represented by highly experienced and skilled counsel who deployed very substantial resources on Defendants' behalf.

6. My firm kept detailed records regarding the amount of time its attorneys and professional staff spent on this litigation, and the lodestar calculation is based on my firm's current billing rates. The information was prepared from contemporaneous, daily time records regularly prepared and maintained by my firm. Based upon these records, my firm has expended 211.10 hours on this litigation as of December 22, 2021, which, multiplied by the current hourly rates of the attorneys and other professionals, amounts to \$125,942.00. The chart below reflects a

breakdown of the amount of time spent by myself and other attorneys and professional support staff at my firm in the prosecution of this case:

Timekeeper	Position	Rate	Total Hours	Total Amount
Rachele R. Byrd	Partner	\$690.00	121.90	\$84,111.00
Marisa C. Livesay	Associate	\$510.00	38.90	\$19,839.00
Alex Tramontano	Associate	\$440.00	49.60	\$21,824.00
Alexandra Loutsenhizer	Paralegal	\$240.00	0.70	\$168.00
TOTALS:			211.10	\$125,942.00

7. In my judgment, and based on my years of experience in class action litigation and other litigation, the number of hours expended and the services performed by my firm were reasonable and necessary for my firm's representation of Plaintiffs and the Settlement Class.

8. I have general familiarity with the range of hourly rates typically charged by plaintiffs' class action counsel in the geographical area where my firm practices and throughout the United States, both on a current basis and historically. From that basis, I am able to conclude that the rates charged by my firm are within the range of market rates charged by attorneys and professional staff of equivalent experience, skill and expertise for legal services furnished in complex contingency class action litigation such as this.

9. The hourly rates of the professionals in my firm, including my own, reflect experience and accomplishments in the area of class litigation. The rate of \$690 per hour which I charge for my time is commensurate with hourly rates charged by my contemporaries around the country, including those rates charged by lawyers with my level of experience who practice in the area of class litigation across the nation, and courts have approved my firms' rates in the following examples: *Riggs v. Kroto, Inc., D/B/A iCanvas*, No. 1:30-cv-05822 (N.D. Ill. Oct. 29, 2021) (order approving fees and costs); *Gaston v. FabFitFun, Inc.*, No. 2:20-cv-09534-RGK-E (C.D. Cal. Dec. 9, 2021) (same); *Engquist v. City of Los Angeles*, No. BC591331 (L.A. Cty. Super. Ct. Mar. 17, 2021) (same); *Granados v. County of Los Angeles*, No. BC361470 (L.A. Cty. Super. Ct. Oct. 30,

2018); *Ardon v. City of Los Angeles*, No. BC363959 (L.A. Cty. Super Ct. Oct. 26, 2016) (same); *DeFrees v. Kirkland*, No. CV 11-4272-JLS (SPx), ECF No. 400 (C.D. Cal. Apr. 11, 2016); *DeFrees v. Kirkland*, No. CV 11-4272 GAF (SPx), 2014 U.S. Dist. LEXIS 157320, at *2 (C.D. Cal. Nov. 4, 2014) (“the Court finds the fees and costs appear to be reasonable”); *DeFrees v. Kirkland*, No. CV 11-4272 GAF (SPx), ECF No. 226 (C.D. Cal. Sept. 5, 2012) (order granting plaintiffs’ application for fees and costs) (“The Court routinely approves billing rates in the range charged by [Wolf Haldenstein] for counsel of similar skill and experience”); and *McWilliams v. City of Long Beach*, No. BC361469 (L.A. Cty. Super. Ct. Oct. 30, 2018). These rates reflect the risk undertaken due to contingency representation of Plaintiffs given that the firm bore the risk of no payment at all for its services during this litigation.

10. My firm expended a significant amount of time litigating this case and securing the settlement for the Settlement Class. Because the San Diego office of Wolf Haldenstein is relatively small, with only three attorneys, one paralegal, and one legal assistant, the expenditure of time on this case precluded our employment on other cases. I took meaningful steps to ensure the efficiency of our work and to avoid duplication of efforts. I expect to maintain a high level of oversight and involvement in this process; therefore, my firm anticipates incurring significant additional lodestar in the future.

11. The time described above does not include charges for expense items. Expense items are billed separately, and such charges are not duplicated in my firm’s billing rates. Based upon my firm’s records, Wolf Haldenstein incurred \$8,505.47 in expenses. These costs were necessary to the investigation, prosecution, and settlement of this Action. A breakdown of my firm’s costs and expenses, which I assert are reasonable, are pulled from a computerized database maintained by individuals in the accounting office of my firm and which were checked for accuracy, are reflected below:

Description	Amount
Legal Research	\$ 2,060.30
Travel	\$ 1,393.17
Mediation	\$4,650.00
Filing Fees	\$402.00
GRAND TOTAL:	\$ 8,505.47

12. The expenses incurred in this action are reflected on the books and records of my firm. These books and records are prepared from expense vouchers, check records, and other source materials and are an accurate record of the expenses incurred. It is anticipated that costs may continue to accrue, including, but not limited to, costs associated with preparation and filing of the motion for attorneys' fees and motion for final approval of the settlement.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct. Executed this 22nd day of December, 2021, at Poway, California.



 RACHELE R. BYRD

EXHIBIT A



PROVIDING EXEMPLARY LEGAL SERVICES SINCE 1888

FIRM RESUME

Founded in 1888, Wolf Haldenstein Adler Freeman & Herz LLP is a full service law firm specializing in complex litigation in federal and state courts nationwide. The firm's practice includes litigation, both hourly and contingent, in securities, antitrust, wage & hour, consumer fraud, false marketing, ERISA, and general and commercial matters, whistleblower, false claim, trust & estate, corporate investigation, and white collar matters, and FINRA arbitration. The Firm has a particular specialty in complex class action and other representative litigation – including investor, shareholder, antitrust, ERISA, consumer, employee, and biotechnology matters – under both federal and state law.

Wolf Haldenstein's total practice approach distinguishes it from other firms. Our longstanding tradition of a close attorney/client relationship ensures that each one of our clients receives prompt, individual attention and does not become lost in an institutional bureaucracy. Our team approach is at the very heart of Wolf Haldenstein's practice. All of our lawyers are readily available to all of our clients and to each other. The result of this approach is that we provide our clients with an efficient legal team having the broad perspective, expertise and experience required for any matter at hand. We are thus able to provide our clients with cost effective and thorough counsel focused on our clients' overall goals.

270 MADISON AVENUE
NEW YORK, NY 10016
TELEPHONE: 212-545-4600
TELECOPIER: 212-686-0114
WWW.WHAFH.COM

SYMPHONY TOWERS
750 B STREET, SUITE 1820
SAN DIEGO, CA 92101
TELEPHONE: 619-239-4599
TELECOPIER: 619-234-4599

111 WEST JACKSON
SUITE 1700
CHICAGO, IL 60604
TELEPHONE: 312-984-0000
TELECOPIER: 312-214-3110



THE FIRM

Wolf Haldenstein has been recognized by state and federal courts throughout the country as being highly experienced in complex litigation, particularly with respect to securities, consumer, ERISA, FLSA and state overtime and expense deductions, and antitrust class actions and shareholder rights litigation.

Among its colleagues in the plaintiffs' bar, as well as among its adversaries in the defense bar, Wolf Haldenstein is known for the high ability of its attorneys, and the exceptionally high quality of its written and oral advocacy.

The nature of the Firm's activities in both individual and representative litigation is extremely broad. In addition to a large case load of securities fraud and other investor class actions, Wolf Haldenstein has represented classes of corn and rice farmers in connection with the devaluation of their crops; canned tuna consumers for tuna companies' violations of antitrust laws; merchants compelled to accept certain types of debit cards; insurance policyholders for insurance companies' deceptive sales practices; victims of unlawful strip searches under the civil rights laws; and various cases involving violations of Internet users' on-line privacy rights.

The Firm's experience in class action securities litigation, in particular public shareholder rights under state law and securities fraud claims arising under the federal securities laws and regulations is particularly extensive. The Firm was one of the lead or other primary counsel in securities class action cases that have recouped billions of dollars on behalf of investor classes, in stockholder rights class actions that have resulted in billions of dollars in increased merger consideration to shareholder classes, and in derivative litigation that has recovered billions of dollars for corporations.

Its pioneering efforts in difficult or unusual areas of securities or investor protection laws include: groundbreaking claims that have been successfully brought under the Investment Company Act of 1940 regarding fiduciary responsibilities of investment companies and their advisors toward their shareholders; claims under ERISA involving fiduciary duties of ERISA trustees who are also insiders in possession of adverse information regarding their fund's primary stockholdings; the fiduciary duties of the directors of Delaware corporations in connection with change of control transactions; the early application of the fraud-on-the-market theory to claims against public accounting firms in connection with their audits of publicly traded corporations; and the application of federal securities class certification standards to state law claims often thought to be beyond the reach of class action treatment.



JUDICIAL COMMENDATIONS

Wolf Haldenstein has repeatedly received favorable judicial recognition. The following representative judicial comments over the past decade indicate the high regard in which the Firm is held:

- *In re Empire State Realty Trust, Inc. Investor Litig.*, No. 650607/2012 (Sup. Ct. N.Y. Co.) – On May 2, 2013, Justice O. Peter Sherwood praised the Firm in its role as chair of the committee of co-lead counsel as follows: "It is apparent to me, having presided over this case, that class counsel has performed in an excellent manner, and you have represented your clients quite well. You should be complimented for that." In awarding attorneys' fees, the Court stated that the fee was "intended to reward class counsel handsomely for the very good result achieved for the Class, assumption of the high risk of Plaintiffs prevailing and the efficiency of effort that resulted in the settlement of the case at an early stage without protracted motion practice." May 17, 2013 slip. op. at 5 (citations omitted).
- *Roberts v. Tishman Speyer*, 13 N.Y.3d 270 (N.Y. 2009) – On April 9, 2013, Justice Richard B. Lowe III praised the Firm's efforts as follows: "[W]hen you have challenging cases, the one thing you like to ask for is that the legal representation on both sides rise to that level. Because when you have lawyers who are professionals, who are confident, who are experienced, each of you know that each side has a job to do [. . .] I want to tell you that I am very satisfied with your performance and with your, quite frankly, tenacity on both sides. And it took six years, but look at the history of the litigation. There were two appeals all of the way to the Court of Appeals [. . .] And then look at the results. I mean, there are dissents in the Court of Appeals, so that shows you the complexity of the issues that were presented in this litigation [. . .] [I]t shows you effort that went into this and the professionalism that was exhibited [. . .] So let me just again express my appreciation to both sides."
- *K.J. Egleston L.P. v. Heartland Industrial Partners, et al.*, 2:06-13555 (E.D. Mich.) – where the Firm was Lead Counsel, Judge Rosen, at the June 7, 2010 final approval hearing, praised the Firm for doing "an outstanding job of representing [its] clients," and further commented that "the conduct of all counsel in this case and the result they have achieved for all of the parties confirms that they deserve the national recognition they enjoy."



- *Klein, et al. v. Ryan Beck Holdings, Inc., et al.*, 06-cv-3460 (DAB) (S.D.N.Y. 2010) – where the Firm was Lead Counsel, Judge Deborah A. Batts described the Firm’s successful establishment of a settlement fund as follows: “[a] miracle that there is a settlement fund at all.” Judge Batts continued: “As I said earlier, there is no question that the litigation is complex and of a large and, if you will, *pioneering magnitude* ...” (Emphasis added).
- *Parker Friedland v. Iridium World Communications, Ltd.*, 99-1002 (D.D.C.) – where the Firm was co-lead counsel, Judge Laughrey said (on October 16, 2008), “[a]ll of the attorneys in this case have done an outstanding job, and I really appreciate the quality of work that we had in our chambers as a result of this case.”
- *In re Dynamic Random Access Memory Antitrust Litigation*, MDL-02-1486 (N.D. Cal.) – where the Firm was co-lead counsel, Judge Hamilton said (on August 15, 2007), “I think I can conclude on the basis with my five years with you all, watching this litigation progress and seeing it wind to a conclusion, that the results are exceptional. The percentages, as you have outlined them, do put this [case] in one of the upper categories of results of this kind of [antitrust] class action. I am aware of the complexity . . . I thought that you all did an exceptionally good job of bringing to me only those matters that really required the Court’s attention. You did an exceptionally good job at organizing and managing the case, assisting me in management of the case. There was excellent coordination between all the various different plaintiffs’ counsel with your group and the other groups that are part of this litigation. . . . So my conclusion is the case was well litigated by both sides, well managed as well by both sides.”
- *In re Comdisco Sec. Litigation*, 01 C 2110 (N.D. Ill. July 14, 2005) – Judge Milton Shadur observed: “It has to be said . . . that the efforts that have been extended [by Wolf Haldenstein] on behalf of the plaintiff class in the face of these obstacles have been exemplary. And in my view [Wolf Haldenstein] reflected the kind of professionalism that the critics of class actions . . . are never willing to recognize. . . . I really cannot speak too highly of the services rendered by class counsel in an extraordinary difficult situation.”
- *Good Morning to You Productions Corp. v. Warner/Chappell Music, Inc.*, No. CV 13-04460-GHK (MRWx) (C.D. Cal., Aug. 16, 2016) – Judge George H. King



stated: "Not all, or perhaps even most, plaintiffs' class counsel could have litigated this case as successfully as did class counsel against such a fierce and exceptionally accomplished opponent."

- *Bokelman et al. v. FCH Enterprises, Inc.*, (Case No. 1:18-cv-209, D. Haw., May 3, 2019): Judge Robert J. Bryan said, "I've been impressed by the quality of the work you've done throughout here, and that is reflected, I think, in the fact that no one has objected to the settlement."

RECENT NOTEWORTHY RESULTS

Wolf Haldenstein's performance in representative litigation has repeatedly resulted in favorable results for its clients. The Firm has helped recover ***billions of dollars*** on behalf of its clients in the cases listed below. Recent examples include the following:

- On May 13, 2019, in *Apple Inc. v. Pepper*, No. 17-204, the Supreme Court affirmed a decision by the Ninth Circuit Court of Appeals holding that iPhone purchasers have standing to sue Apple for monopolizing the market for iPhone apps in this longstanding antitrust class action. Wolf Haldenstein has been Lead Counsel for the plaintiffs since 2007. The case was commenced in federal district court in Oakland. The Supreme Court's decision clears the way for the plaintiffs to proceed on the merits of their claim.
- On June 11, 2018, the United States Supreme Court issued a highly anticipated decision in *China Agritech, Inc. v. Michael H. Resh, et al.* Wolf Haldenstein represented the plaintiffs/respondents, having commenced the action on behalf of aggrieved shareholders of *China Agritech* after two prior cases had failed at the class certification stage.
- *In re Genetically Modified Rice Litigation*, MDL 1811 (E.D. Mo.) - Wolf Haldenstein represented U.S. rice farmers in this landmark action against Bayer A.G. and its global affiliates, achieving a global recovery of \$750 million. The case arose from the contamination of the nation's long grain rice crop by Bayer's experimental and unapproved genetically modified Liberty Link rice.
- *Roberts v. Tishman Speyer*, 13 N.Y.3d 270 (N.Y. 2009) - a class action brought on behalf of over 27,500 current and former tenants of New York City's iconic Stuyvesant Town and Peter Cooper Village housing complexes. On April 9, 2013, Justice Richard B. Lowe III of the New York Supreme Court finally



approved settlement of the action, which totals over \$173 million, sets aside \$68.75 million in damages, re-regulates the apartments at issue, and sets preferential rents for the units that will save tenants significant monies in the future. The settlement also enables the tenants to retain an estimated \$105 million in rent savings they enjoyed between 2009 and 2012. **The settlement is by many magnitudes the largest tenant settlement in United States history.**

- *In re Empire State Realty Trust, Inc. Investor Litig.*, Index No. 650607/2012 – The firm served as Chair of the Executive Committee of Co-Lead Counsel for the Plaintiffs in a class action settlement finally approved on May 2, 2013 that provides for the establishment of a \$55 million settlement fund for investors, in addition to substantial tax deferral benefits estimated to be in excess of \$100 million.
- *American International Group Consolidated Derivative Litigation*, Civil Action No. 769-VCS (Del. Ch.) The Firm acted as co-lead counsel and the settlement addressed claims alleging that the D&O Defendants breached their fiduciary duties to the Company and otherwise committed wrongdoing to the detriment of AIG in connection with various allegedly fraudulent schemes during the 1999-2005 time period.
- *In re Bank of America Corp. Securities, Derivative, and Employee Retirement Income Security Act (ERISA) Litigation*, Master File No. 09 MD 2058 (S.D.N.Y.) (firm was co-lead counsel in parallel derivative action pending in Delaware (*In Re Bank of America Stockholder Derivative Litigation*, C.A. No. 4307-CS (Del. Ch.)) (increase of settlement cash recovery from \$20 million to \$62.5 million).
- *The Investment Committee of the Manhattan and Bronx Service Transit Operating Authority Pension Plan v. JPMorgan Chase Bank, N.A.*, 1:09-cv-04408-SAS (S.D.N.Y.) (class recovered \$150 million).
- *In re Tremont Sec. Law, State Law and Insurance Litig.*, No. 08-civ-11117 (TPG) (SDNY) (class recovered \$100 million). The firm was court-appointed co-lead counsel in the Insurance Action, 08 Civ. 557, and represented a class of persons who purchased or otherwise acquired Variable Universal Life (“VUL”) insurance policies or Deferred Variable Annuity (“DVA”) policies issued by Tremont International Insurance Limited or Argus International Life Bermuda Limited from May 10, 1994 - December 11, 2008 to the extent the investment



accounts of those policies were exposed to the massive Ponzi scheme orchestrated by Bernard L. Madoff through one or more Rye funds.

- *In re Initial Public Offering Securities Litigation*, 21 MC 92 (SAS) (S.D.N.Y.) (class recovered \$586 million). Wolf Haldenstein served as Co-Lead Counsel of one of the largest securities fraud cases in history. Despite the United States Court of Appeals for the Second Circuit's decision to vacate the district court's class certification decision, on remand, counsel for plaintiffs were able to press on to a settlement on April 1, 2009, ultimately recovering in excess of a half-billion dollars.



FIRM PRACTICE AREAS

CLASS ACTION LITIGATION

Wolf Haldenstein is a leader in class and derivative action litigation and is currently or has been the court-appointed lead counsel, co-lead counsel, or executive committee member in some of the largest and most significant class action and derivative action lawsuits in the United States. For example, the class action *Roberts v. Tishman Speyer*, 13 N.Y.3d 270 (N.Y. 2009) was recently described by a sitting member of the U.S. House of Representatives as the greatest legal victory for tenants in her lifetime. In *Roberts*, the Firm obtained a victory in the New York Court of Appeals requiring the reregulation of thousands of apartment units in the Stuyvesant Town complex in Manhattan, New York. Many of the firm's other successful results are summarized within.

PRIVATE ACTIONS FOR INSTITUTIONAL INVESTORS

In addition to its vast class action practice, the Firm also regularly represents institutional clients such as public funds, investment funds, limited partnerships, and qualified institutional buyers in private actions. The Firm has represented institutional clients in non-class federal and state actions concerning a variety of matters, including private placements, disputes with investment advisors, and disputes with corporate management.

The Firm has also acted as special counsel to investors' committees in efforts to assert and advance the investors' interests without resorting to litigation. For example, the Firm served as Counsel to the Courtyard by Marriott Limited Partners Committee for several years in its dealings with Host Marriott Corporation, and as Special Counsel to the Windsor Park Properties 7 and 8 limited partners to insure the fairness of their liquidation transactions.

ANTITRUST LITIGATION

Wolf Haldenstein is a leader in antitrust and competition litigation. The Firm actively seeks to enforce the federal and state antitrust laws to protect and strengthen the rights and claims of businesses, organizations, Taft-Hartley funds, and consumers throughout the United States. To that end, Wolf Haldenstein commences large, often complex, antitrust and trade regulation class actions and other cases that target some of the most powerful and well-funded corporate interests in the world. Many of these interests exert strong influence over enforcement policy that is in the hands of elected officials, so that private enforcement provides the only true assurance that unfair and



anticompetitive conduct will be duly scrutinized for compliance with the law. These cases frequently bring to light concealed, unlawful behavior such as price fixing, monopolization, market allocation, monopoly leveraging, essential facilities, tying arrangements, vertical restraints, exclusive dealing, and refusals to deal. Wolf Haldenstein's Antitrust Practice Group has successfully prosecuted numerous antitrust cases and aggressively advocates remedies and restitution for businesses and investors wronged by violations of the antitrust laws. For example, in *In re DRAM Antitrust Litigation*, No. 02-cv-1486 (PJH) (N.D. Cal.) the firm successfully prosecuted an antitrust case resulting in a \$315 million recovery. Many of the firm's successful results are summarized within.

Wolf Haldenstein attorneys currently serve as lead counsel, co-lead counsel, or as executive committee members in some of the largest and most significant antitrust class action lawsuits. The firm was most recently appointed lead counsel in the Salmon Antitrust Indirect Litigation pending in the U.S. District Court for the Southern District of Florida.

OVERTIME AND COMPENSATION CLASS ACTIONS

Wolf Haldenstein is a leader class action litigation on behalf of employees who have not been paid overtime or other compensation they are entitled to receive, or have had improper deductions taken from their compensation. These claims under the federal Fair Labor Standards Act and state labor laws allege improper failure to pay overtime and other wages, and improper deductions from compensation for various company expenses. Wolf Haldenstein has served as lead or co-lead counsel, or other similar lead role, in some of the most significant overtime class actions pending in the United States, and has recovered hundreds of millions of dollars in recovered wages for its clients. For example, in *LaVoice v. Citigroup Global Markets, Inc.*, Case No. C 07-801 (CW) (N.D. Cal.) a \$108 million settlement was secured for the class. Many of the firm's other successful wage and hour results are summarized within.

SUBSTANTIAL RECOVERIES IN CLASS ACTION AND DERIVATIVE CASES IN WHICH WOLF HALDENSTEIN WAS LEAD COUNSEL OR HAD ANOTHER SIGNIFICANT ROLE

- *In re Beacon Associates Litigation*, Master File No. 09 Civ. 0777 (LBS) (S.D.N.Y.) (**\$219 million** settlement in this and related action).
- *Roberts v. Tishman Speyer*, No. 100956/2007 (Sup. Ct. N.Y. Cty.) (**\$173 Million** settlement).



- *In re Mutual Fund Investment Litigation*, MDL No. 1586 (D. Md.) (derivative counsel in consolidated cases against numerous mutual fund companies involved in market timing resulting in class/derivative settlements totaling more than **\$300 million**).
- *Inland Western Securities Litigation*, Case No. 07 C 6174 (N.D. Ill.) (settlement value of shares valued between **\$61.5 million** and **\$90 million**).
- *In re Direxion Shares ETF Trust*, No. 09-Civ-8011 (KBF) (S.D.N.Y.) (class recovered **\$8 million**).
- *In re BankAmerica Corp. Securities Litigation*, MDL Docket No. 1264 (JFN) (E.D. Mo.) (class recovered **\$490 million**).
- *In re Dynamic Random Access Memory Antitrust Litigation*, (MD-02 1486 (N.D. Cal.) (class recovered **\$325 million**).
- *In re MicroStrategy, Inc. Securities Litigation*, Civ. No. 00-473-A (E.D. Va.) (class recovered **\$160 million** in cash and securities).
- *Kurzweil v. Philip Morris Cos.*, 94 Civ. 2373, 94 Civ. 2546 (S.D.N.Y.) (securities fraud) (class recovered **\$116.5 million** in cash).
- *In re Starlink Corn Products Liability Litigation*, (N.D. Ill.) (class recovered **\$110 million**).
- *In Computer Associates 2002 Class Action Sec. Litigation*, 2:02-CV-1226 (E.D.N.Y.) (**\$130 million** settlement in this and two related actions).
- *In re Sepracor Inc. Securities Litigation*, Civ. No. 02-12338 (MEL) (D. Mass.) (classes recovered **\$52.5 million**).
- *In re Transkaryotic Therapies, Inc., Securities Litigation*, C.A. No. 03-10165-RWZ (D. Mass) (class recovered **\$50 million**).
- *In re Iridium Securities Litigation*, C.A. No. 99-1002 (D.D.C.) (class recovered **\$43 million**).



- *In re J.P. Morgan Chase Securities Litigation*, MDL No. 1783 (N.D. Ill.) (settlement providing for adoption of corporate governance principles relating to potential corporate transactions requiring shareholder approval).
- *LaVoice v. Citigroup Global Markets, Inc.*, Case No. C 07-801 (CW) (N.D. Cal.) (**\$108 million** settlement).
- *Steinberg v. Morgan Stanley & Co., Inc.*, Case No. 06-cv-2628 (BEN) (S.D. Cal.) (**\$50 million** settlement).
- *Poole v. Merrill Lynch, Pierce, Fenner & Smith Inc.*, Case No. CV-06-1657 (D. Or.) (**\$43.5 million** settlement).
- *In re Wachovia Securities, LLC Wage and Hour Litigation*, MDL No. 07-1807 DOC (C.D. Cal.) (**\$39 million** settlement).
- *In re Wachovia Securities, LLC Wage and Hour Litigation (Prudential)*, MDL No. 07-1807 DOC (C.D. Cal.) (**\$11 million** settlement).
- *Basile v. A.G. Edwards, Inc.*, 08-CV-00338-JAH-RBB (S.D. Cal.) (**\$12 million** settlement).
- *Miguel Garcia, et al. v. Lowe's Home Center, Inc. et al.* – Case No. GIC 841120 (Barton) (Cal. Sup. Ct, San Diego) (co-lead, **\$1.65 million** settlement w/ average class member recovery of \$5,500, attorney fees and cost awarded separately).
- *Neil Weinstein, et al. v. MetLife, Inc., et al.* – Case No. 3:06-cv-04444-SI (N.D.Cal) (co-lead, **\$7.4 million** settlement).
- *Creighton v. Oppenheimer*, Index No. 1:06 - cv - 04607 - BSJ - DCF (S.D.N.Y.) (**\$2.3 million** settlement).
- *Klein v. Ryan Beck*, 06-CV-3460 (DAB)(S.D.N.Y.) (**\$1.3 million** settlement).
- *In re American Pharmaceutical Partners, Inc. Shareholder Litigation*, Consolidated C.A. No. 1823-N (Del. Ch. Ct.) (**\$14.3 million** settlement).
- *Egleston v. Collins and Aikman Corp.*, 06-cv-13555 (E.D. Mich.) (class recovered **\$12 million**).



- *In re Merrill Lynch & Co., Inc. Global Technology Fund Securities Litigation*, 02 CV 7854 (JFK) (SDNY); and *In re Merrill Lynch & Co., Inc. Focus Twenty Fund Securities Litigation*, 02 CV 10221 (JFK) (SDNY) (class recovered **\$39 million** in combined cases).
- *In re CNL Hotels & Resorts, Inc. Securities Litigation*, No. 6:04-cv-1231 (Orl-31) (class recovered **\$35 million**, and lawsuit also instrumental in **\$225 million** benefit to corporation).
- *In re Cablevision Systems Corp. Shareholder Derivative Litigation*, Master File No. 06-CV-4130-DGT-AKT (**\$34.4 million** recovery).
- *In re Monster Worldwide, Inc. Stock Option Derivative Litigation*, Master File No. 06cv4622 (S.D.N.Y.) (**\$32 million** recovery and corporate governance reforms).
- *Berger v. Compaq Computer Corp.*, Docket No. 98-1148 (S.D. Tex.) (class recovered **\$29 million**).
- *In re Arakis Energy Corporation Securities Litigation*, 95 CV 3431 (E.D.N.Y.) (class recovered **\$24 million**).
- *In re E.W. Blanche Holdings, Inc. Securities Litigation*, Civ. No. 01-258 (D. Minn.) (class recovered **\$20 million**).
- *In re Globalstar Securities Litigation*, Case No. 01-CV-1748 (SHS) (S.D.N.Y.) (class recovered **\$20 million**).
- *In re Luxottica Group S.p.A. Securities Litigation*, No. CV 01-3285 (E.D.N.Y) (class recovered **\$18.25 million**).
- *In re Musicmaker.com Securities Litigation*, CV-00-2018 (C.D. Cal.) (class recovered **\$13.75 million**).
- *In re Comdisco Securities Litigation*, No. 01 C 2110 (MIS) (N.D. Ill.) (class recovered **\$13.75 million**).
- *In re Acclaim Entertainment, Inc., Securities Litigation*, C.A. No. 03-CV-1270 (E.D.N.Y.) (class recovered **\$13.65 million**).



- *In re Concord EFS, Inc. Securities Litigation*, No. 02-2097 (MA) (W.D. Tenn) (class recovered **\$13.25 million**).
- *In re Bausch & Lomb, Inc. Securities Litigation*, 01 Civ. 6190 (CJS) (W.D.N.Y.) (class recovered **\$12.5 million**).
- *In re Allaire Corp. Securities Litigation*, 00-11972 (D. Mass.) (class recovered **\$12 million**).
- *Bamboo Partners LLC v. Robert Mondavi Corp.*, No. 26-27170 (Cal. Sup. Ct.) (class recovered **\$10.8 million**).
- *Curative Health Services Securities Litigation*, 99-2074 (E.D.N.Y.) (class recovered **\$10.5 million**).
- *City Partnership Co. v. Jones Intercable*, 99 WM-1051 (D. Colo.) (class recovered **\$10.5 million**).
- *In re Aquila, Inc.*, (ERISA Litigation), 04-865 (W.D. Mo.) (**\$10.5 million** recovery for the class).
- *In re Tenfold Corporation Securities Litigation*, 2:00-CV-652 (D. Utah) (class recovered **\$5.9 million**).
- *In re Industrial Gas Antitrust Litigation*, 80 C 3479 and related cases (N.D. Ill.) (class recovered **\$50 million**).
- *In re Chor-Alkalai and Caustic Soda Antitrust Litigation*, 86-5428 and related cases (E.D. Pa.) (class recovered **\$55 million**).
- *In re Infant Formula Antitrust Litigation*, MDL No. 878 (N.D. Fla.) (class recovered **\$126 million**).
- *In re Brand Name Prescription Drugs Antitrust Litigation*, No. 1:94-cv-00897, M.D.L. 997 (N.D. Ill.) (class recovered **\$715 million**).
- *Landon v. Freel*, M.D.L. No. 592 (S.D. Tex.) (class recovered **\$12 million**).
- *Holloway v. Peat, Marwick, Mitchell & Co.*, No. 84 C 814 EU (N.D. Okla.) (class recovered **\$38 million**).



- *In re The Chubb Corp. Drought Insurance Litigation*, C-1-88-644 (S.D. Ohio) (class recovered **\$100 million**).
- *Wong v. Megafoods*, Civ-94-1702 (D. Ariz.) (securities fraud) (class recovered **\$12.25 million**).
- *In re Del Val Financial Corp. Securities Litigation*, 92 Civ 4854 (S.D.N.Y.) (class recovered **\$11.5 million**).
- *In re Home Shopping Network Shareholders Litigation*, Consolidated Civil Action No. 12868, (Del. Ch. 1995) (class recovered **\$13 million**).
- *In re Paine Webber Limited Partnerships Litigation*, 94 Civ 8547 (S.D.N.Y.) (class recovered **\$200 million**).
- *In re Bristol-Meyers Squibb Co. Securities Litigation*, 92 Civ 4007 (S.D.N.Y.) (class recovered **\$19 million**).
- *In re Spectrum Information Technologies Securities Litigation*, CV 93-2245 (E.D.N.Y.) (class recovered **\$13 million**).
- *In re Chase Manhattan Securities Litigation*, 90 Civ. 6092 (LJF) (S.D.N.Y.) (class recovered **\$17.5 million**).
- *Prostic v. Xerox Corp.*, No. B-90-113 (EBB) (D. Conn.) (class recovered **\$9 million**).
- *Steiner v. Hercules*, Civil Action No. 90-442-RRM (D. Del.) (class recovered **\$18 million**).
- *In re Ambase Securities Litigation*, 90 Civ 2011 (S.D.N.Y.) (class recovered **\$14.6 million**).
- *In re Southmark Securities Litigation*, CA No. 3-89-1402-D (N.D. Tex.) (class recovered **\$70 million**).
- *Steiner v. Ideal Basic Industries, Inc.*, No. 86-M 456 (D. Colo. 1989) (securities fraud) (class recovered **\$18 million**).
- *Tucson Electric Power Derivative Litigation*, 2:89 Civ. 01274 TUC. ACM (corporation recovered **\$30 million**).



- *Alleco Stockholders Litigation*, (Md. Cir. Ct. Pr. Georges County) (class recovered **\$16 million**).
- *In re Revlon Group, Inc. Shareholders Litigation*, No. 8362 (Del. Ch.) (class recovered **\$30 million**).
- *In re Taft Broadcasting Company Shareholders Litigation*, No. 8897 (Del. Ch.) (class recovered **\$20 million**).
- *In re Southland Corp. Securities Litigation*, No. 87-8834-K (N.D.Tex.) (class recovered **\$20 million**).
- *In re Crocker Bank Securities Litigation*, CA No. 7405 (Del. Ch.) (class recovered **\$30 million**).
- *In re Warner Communications Securities Litigation*, No. 82 Civ. 8288 (JFK) (S.D.N.Y.) (class recovered **\$17.5 million**).
- *Joseph v. Shell Oil*, CA No. 7450 (Del. Ch.) (securities fraud) (class recovered **\$200 million**).
- *In re Flight Transportation Corp. Securities Litigation*, Master Docket No. 4-82-874, MDL No. 517 (D. Minn.) (recovery of over **\$50 million**).
- *In re Whittaker Corporation Securities Litigation*, CA000817 (Cal. Super. Ct., Los Angeles County) (class recovered **\$18 million**).
- *Naevus International, Inc. v. AT&T Corp.*, C.A. No. 602191/99 (N.Y. Sup. Ct.) (consumer fraud) (class recovered **\$40 million**).
- *Sewell v. Sprint PCS Limited Partnership*, C.A. No. 97-188027/CC 3879 (Cir. Ct. for Baltimore City) (consumer fraud) (class recovered **\$45.2 million**).
- *In re Vytorin/Zetia Marketing, Sales Practices and Products Liability Litigation*, 2:08-cv-285 (D.N.J.) (class recovered **\$41.5 million**).
- *Egleston v. Verizon*, No. 104784/2011 (N.Y. Sup. Ct.) – Wolf Haldenstein represented a class of New York Verizon Centrex customers in an action against Verizon stemming from overbilling of certain charges. The Firm secured a settlement with a total value to the Class of over **\$5 million**, which



provided, among other things, each class member with full refunds of certain disputed charges, plus interest.

- *Zelouf Int'l Corp. v. Nahal Zelouf*, Index No. 653652/2014 (Sup. Ct. N.Y. Co. 2015). In an important trial decision following an appraisal proceeding triggered by the freeze-out merger of a closely-held corporation, which also included shareholder derivative claims, Justice Kornreich of the New York Supreme Court refused to apply a discount for lack of marketability to the minority interest in the former corporation and found that the insiders stole more than \$14 million dollars; the minority shareholder recovered over **\$9 million**.
- *Zelouf Int'l Corp. v. Zelouf*, 45 Misc.3d 1205(A) (Sup. Ct. N.Y. Co., 2014). The Court rejected application of a discount for lack of marketability and awarded a **\$10,031,438.28** judgment following an eleven day bench trial in the Commercial Division of the Supreme Court of the State of New York (New York County) on the value of a minority interest in a closely held corporation.
- *Thompson et al. v. Bethpage Federal Credit Union et al.*, No. 2:17-cv-00921-GRB (E.D.N.Y.) (**\$3.6 million** settlement)



REPRESENTATIVE REPORTED OPINIONS SINCE 1990 IN WHICH WOLF
HALDENSTEIN WAS LEAD COUNSEL OR HAD ANOTHER SIGNIFICANT ROLE

FEDERAL APPELLATE AND DISTRICT COURT OPINIONS

- *Apple Inc. v. Pepper*, 139 S. Ct. 1514 (2019)
- *Hymes v. Bank of America*, 408 F. Supp. 3d 171 (E.D.N.Y. 2019)
- *In re Packaged Seafood Prods. Antitrust Litig.*, 332 F.R.D. 308 (S.D. Cal. 2019)
- *China Agritech, Inc. v. Resh*, 138 S. Ct. 1800 (2018)
- *In re Packaged Seafood Prods. Antitrust Litig.*, 242 F. Supp. 3d 1033 (S.D. Cal. 2017)
- *DeFrees v. Kirkland*, 2012 U.S. Dist. LEXIS 52780 (C.D. Cal. Apr. 11, 2012).
- *In re Beacon Associates Litig.*, 282 F.R.D. 315 (S.D.N.Y. 2012).
- *Messner v. Northshore University HealthSystem*, 669 F.3d 802, No. 10-2514 (7th Cir. Jan. 13, 2012).
- *In re Text Message Antitrust Litigation*, 630 F.3d, 622 (7th Cir. 2010).
- *In re Apple & ATTM Antitrust Litig.*, 2010 U.S. Dist. LEXIS 98270 (N.D. Cal. July 8, 2010).
- *In re Beacon Associates Litig.*, 745 F. Supp. 2d 386 (S.D.N.Y. 2010)
- *Freeland v. Iridium World Communications Ltd.*, 545 F. Supp. 2d 59 (D.D.C. 2008).
- *In re Apple & AT&TM Antitrust Litig.*, 596 F. Supp. 2d 1288 (N.D. Cal. 2008).
- *Harzewski v. Guidant Corp.*, 489 F.3d 799 (7th Cir. 2007).
- *In re JP Morgan Chase & Co. Securities Litigation*, No. 06 C 4674, 2007 U.S. Dist. LEXIS 93877 (N.D. Ill. Dec. 18, 2007).
- *Schoenbaum v. E.I. Dupont De Nemours and Co.*, 2007 WL 2768383 (E.D. Mo. Sept. 20, 2007).



- *Jeffries v. Pension Trust Fund*, 99 Civ. 4174 (LMM), 2007 U.S. Dist. LEXIS 61454 (S.D.N.Y. Aug. 20, 2007).
- *Klein v. Ryan Beck*, 06-Civ. 3460 (WCC), 2007 U.S. Dist. LEXIS 51465 (S.D.N.Y. July 13, 2007).
- *Cannon v. MBNA Corp.* No. 05-429 GMS, 2007 U.S. Dist. LEXIS 48901 (D. Del. 2007).
- *In re Aquila ERISA Litig.*, 237 F.R.D. 202 (W.D. Mo. 2006).
- *Smith v. Aon Corp.*, 238 F.R.D. 609 (N.D. Ill. 2006).
- *In re Sepracor Inc. Securities Litigation*, 233 F.R.D. 52 (D. Mass. 2005).
- *In re Transkaryotic Therapies, Inc. Securities Litigation*, No. 03-10165, 2005 U.S. Dist. LEXIS 29656 (D. Mass. Nov. 28, 2005).
- *In re Luxottica Group, S.p.A. Securities Litigation*, 2005 U.S. Dist. LEXIS 9071 (E.D.N.Y. May 12, 2005).
- *In re CNL Hotels & Resorts, Inc. Securities Litigation*, 2005 U.S. Dist. LEXIS 38876, No. 6:04-cv-1231-Orl-31KRS (M.D. Fla. May 9, 2005).
- *Johnson v. Aegon USA, Inc.*, 355 F. Supp. 2d 1337 (N.D. Ga. 2004).
- *Freeland v. Iridium World Communications, Ltd.*, 99-1002, 2004 U.S. Dist. LEXIS 33018 (D.D.C. Aug. 31, 2004).
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ATTORNEY BIOGRAPHIES

The qualifications of the attorneys in the Wolf Haldenstein Litigation Group are set forth below and are followed by descriptions of some of the Firm's attorneys who normally practice outside the Litigation Group who contribute significantly to the class action practice from time to time.

PARTNERS

MARK C. RIFKIN: *admitted:* New York; Pennsylvania; New Jersey; U.S. Supreme Court; U.S. Courts of Appeals for the Second, Third, Fifth, and D.C. Circuits; U.S. District Courts for the Southern and Eastern Districts of New York, the Eastern and Western Districts of Pennsylvania, the District of New Jersey, the Eastern District of Wisconsin and the Western District of Michigan. *Education:* Princeton University (A.B. 1982); Villanova University School of Law (J.D. 1985). Contributor, Packel & Poulin, *Pennsylvania Evidence* (1987).

A highly experienced securities class action and shareholder rights litigator, Mr. Rifkin has recovered hundreds of millions of dollars for victims of corporate fraud and abuse in federal and state litigation across the country. Since 1990, Mr. Rifkin has served as lead counsel, co-lead counsel, or trial counsel in many class and derivative actions in securities, intellectual property, antitrust, insurance, consumer and mass tort litigation throughout the country.

Unique among his peers in the class action practice, Mr. Rifkin has extensive trial experience. Over the past thirty years, Mr. Rifkin has tried many complex commercial actions in federal and state courts across the country in class and derivative actions, including *In re National Media Corp. Derivative Litig.*, C.A. 90-7574 (E.D. Pa.), *Upp v. Mellon Bank, N.A.*, C.A. No. 91-5229 (E.D. Pa.), where the verdict awarded more than \$60 million in damages to the Class (later reversed on appeal, 997 F.2d 1039 (3d Cir. 1993)), and *In re AST Research Securities Litigation*, No. 94-1370 SVW (C.D. Cal.), as well as a number of commercial matters for individual clients, including *Zelouf Int'l Corp. v. Zelouf*, Index No. 653652/2013 (N.Y. Sup. Ct. 2015), in which he obtained a \$10 million judgment for his client.

Mr. Rifkin also has extensive appellate experience. Over thirty years, Mr. Rifkin has argued dozens of appeals on behalf of appellants and appellees in several federal appellate courts, and in the highest appellate courts in New York, Pennsylvania, New Jersey, and Delaware.



Mr. Rifkin has earned the AV®-Preeminent rating by Martindale-Hubbell® for more than 20 years, and has been selected for inclusion in the New York Metro SuperLawyers® listing since 2010. In 2014, Mr. Rifkin was named a “Titan of the Plaintiff’s Bar” by Law360®.

In 2015, Mr. Rifkin received worldwide acclaim for his role as lead counsel for the class in *Good Morning To You Productions Corp. v. Warner/Chappell Music, Inc.*, No. CV 13-04460-GHK (MRWx), in federal court in Los Angeles, successfully challenging the copyright to “Happy Birthday to You,” the world’s most famous song. In recognition of his historic victory, Mr. Rifkin was named a Trailblazer in Intellectual Property by the National Law Journal in 2016. In 2018, Mr. Rifkin led a team of lawyers from Wolf Haldenstein who represented the plaintiffs in *We Shall Overcome Foundation, et al. v. The Richmond Organization, Inc., et al.*, No. 16-cv-02725-DLC (S.D.N.Y.), which successfully challenged the copyright to “We Shall Overcome,” called the “most powerful song of the 20th century” by the Librarian of Congress.

Mr. Rifkin lectures frequently to business and professional organizations on a variety of securities, shareholder, intellectual property, and corporate governance matters. Mr. Rifkin is a guest lecturer to graduate and undergraduate economics and finance students on corporate governance and financial disclosure topics. He also serves as a moot court judge for the A.B.A. and New York University Law School. Mr. Rifkin appears frequently in print and broadcast media on diverse law-related topics in corporate, securities, intellectual property, antitrust, regulatory, and enforcement matters.

BETSY C. MANIFOLD: *admitted:* Wisconsin; New York; California; U.S. District Courts for the Western District of Wisconsin, Eastern and Southern Districts of New York, and Northern, Central and Southern Districts of California. *Education:* Elmira College; Middlebury College (B.A., *cum laude*, 1980); Marquette University (J.D., 1986); New York University. Thomas More Scholar. Recipient, American Jurisprudence Award in Agency. Member: The Association of the Bar of the City of New York. Languages: French.

Ms. Manifold served as co-lead counsel in the following cases to recovery on behalf of employees: *Miguel Garcia, et al. v. Lowe’s Home Center, Inc. et al.* – Case No. GIC 841120 (Barton) (Cal. Sup. Ct, San Diego) (\$1.65 million settlement w/ average class member recovery of \$5,500, attorney fees and cost awarded separately) and *Neil Weinstein, et al.*



v. MetLife, Inc., et al. – Case No. 3:06-cv-04444-SI (N.D. Cal.) (\$7.4 million settlement). Ms. Manifold also served as co-lead counsel in the following derivative actions: *In re Atmel Corporation Derivative Litigation*, Master File No. CV 06-4592-JF (N.D. Cal.) (\$9.65 million payment to Atmel) and *In re Silicon Storage Technology Inc. Derivative Litig.*, Case No. C 06-04310 JF (N.D. Cal.) (cash payment and re-pricing of options with a total value of \$5.45 million). Ms. Manifold also worked as lead counsel on the following class action: *Lewis v. American Spectrum Realty*, Case No. 01 CC 00394, Cal. Sup. Ct (Orange County) (\$6.5 million settlement).

BENJAMIN Y. KAUFMAN: *admitted:* New York, United States Supreme Court, United States Court of Appeals for the Fourth Circuit, Southern, Northern and Eastern Districts of New York, District of New Jersey; and District of Colorado. *Education:* Yeshiva University, B.A.; Benjamin N. Cardozo School of Law, Yeshiva University, J.D; New York University, Stern School of Business, M.B.A. Mr. Kaufman focuses on class actions on behalf of defrauded shareholders, investors, and consumers. Mr. Kaufman has extensive experience in complex class actions representing clients including institutional investors such as public and labor pension funds, labor health and welfare benefit funds, as well as private individuals and funds who suffered losses due to corporate fraud. Mr. Kaufman also has extensive experience litigating complex commercial cases in state and federal court.

Mr. Kaufman's successful securities litigations include *In re Deutsche Telekom AG Securities Litigation*, No. 00-9475 (S.D.N.Y.), a complex international securities litigation requiring evidentiary discovery in both the United States and Europe, which settled for \$120 million. Mr. Kaufman was also part of the team that recovered \$46 million for investors in *In re Asia Pulp & Paper Securities Litigation*, No. 01-7351 (S.D.N.Y.); and \$43.1 million in *Freeland v. Iridium World Communications, Ltd.*, No. 99-1002 (D.D.C.).

Mr. Kaufman's outstanding representative results in derivative and transactional litigations include: *In re Trump Hotels Shareholder Derivative Litigation*, No. 96-cv-7820 (S.D.N.Y.) (in settlement Trump personally contributed some of his holdings and the company adopted corporate reforms); *Southwest Airlines Derivative Litigation (Carbon County Employee Retirement System v. Kelly)* (Dist. Ct. Dallas Cnty., Tex.) (derivative matter that resulted in significant reforms to the air carrier's corporate governance and safety and maintenance practices and procedures for the benefit of the company and its shareholders); *Lynn v. Tennessee Commerce Bancorp, Inc., et al.*, No. 3:12-cv-01137 (M.D. Tenn.) (\$2.6 million settlement); *In re ClubCorp Holdings Shareholder Litigation*, No. A-17-758912-B (D. Nev.) (\$5 million settlement and corporate therapeutics). Mr. Kaufman



also argued the appeal in *In re Converse Technology, Inc. Derivative Litig.*, 56 A.D.3d 49 (1st Dep't 2008) which led to the seminal New York Appellate Division opinion clarifying the standards of demand futility in New York and *In re Topps Company, Inc. Shareholders Litigation* which resulted in a 2007 decision vindicating the rights of shareholders to pursue claims in the most relevant forum notwithstanding the state of incorporation. Mr. Kaufman has also lectured and taught in the subjects of corporate governance as well as transactional and derivative litigation.

In addition, Mr. Kaufman has represented many corporate clients in complex commercial matters, including complex copyright royalty class actions against music companies. *Puckett v. Sony Music Entertainment*, No. 108802/98 (Sup. Ct. N.Y. Cnty.); *Shropshire v. Sony Music Entertainment*, No. 06-3252 (S.D.N.Y.), and *The Youngbloods v. BMG Music*, No. 07-2394 (S.D.N.Y.). In *Mich II Holdings LLC v. Schron*, No. 600736/10 (Sup. Ct. N.Y. Cnty.), Mr. Kaufman represented certain prominent real estate investors and successfully moved to dismiss all claims against those defendants. Mr. Kaufman has also represented clients in arbitrations and litigations involving oppressed minority shareholders in closely held corporations.

Currently, Mr. Kaufman represents clients in a wide array of matters, including shareholders of a large cooperative complex alleging breach of fiduciary duty by the board of directors and property manager; purchasers of New York City taxi medallions in a class action pending in New York Supreme Court, Queens County; a New York art gallery in an action against several European insurers over insurance coverage for paintings seized while on exhibit; and shareholders of Saks, Inc. alleging that the board of directors and its investment advisor sold the company for inadequate consideration. *Cohen v. Saks*, 169 A.D.3d 51 (1st Dep't 2019).

Prior to joining Wolf Haldenstein, and prior to joining Milberg LLP in 1998, Mr. Kaufman was a Court Attorney for the New York State Supreme Court, New York County (1988-1990) and Principal Law Clerk to Justice Herman Cahn of the Commercial Division of the New York State Supreme Court, New York County (1990-1998).

Mr. Kaufman is an active member of the Commercial and Federal Litigation Section of the New York State Bar Association, the International Association of Jewish Lawyers and Jurists and the Jewish Lawyers Guild in which he serves as a Vice President. Mr. Kaufman was the Dinner Chair at the Jewish Lawyers Guild Annual Dinner in 2017, 2018, and 2019. Mr. Kaufman is a member of the Board of Trustees of Congregation



Beth Sholom in Lawrence, NY and was a member of the Board of Trustees of the Hebrew Academy of the Five Towns and Rockaways from 2015-2019.

Mr. Kaufman has been recognized by SuperLawyers® each year since 2012.

THOMAS H. BURT: *admitted:* New York; U.S. District Courts for the Southern and Eastern Districts of New York, Eastern District of Michigan. *Education:* American University (B.A. 1993); New York University (J.D. 1997). Articles Editor with New York University Review of Law and Social Change. Mr. Burt is a litigator with a practice concentrated in securities class actions and complex commercial litigation. After practicing criminal defense with noted defense lawyer Jack T. Litman for three years, he joined Wolf Haldenstein, where he has worked on such notable cases as *In re Initial Public Offering Securities Litigation*, No. 21 MC 92 (SAS) (S.D.N.Y.) (a novel and sweeping amalgamation of over 300 class actions which resulted in a recovery of \$586 million); *In re MicroStrategy Securities Litigation*, No. 00-473-A (E.D. Va.) (recovery of \$192 million); *In re DRAM Antitrust Litigation*, No. 02-cv-1486 (PJH) (N.D. Cal.) (antitrust case resulting in \$315 million recovery); *In re Computer Associates 2002 Class Action Securities Litigation*, No. 02-cv-1226 (TCP) (E.D.N.Y.) (settled, together with a related fraud case, for over \$133 million); *K.J. Egleston L.P. v. Heartland Industrial Partners, et al.*, 2:06-13555 (E.D. Mich.) (recovery included personal assets from former Reagan Administration budget director David A. Stockman); and *Parker Friedland v. Iridium World Communications, Ltd.*, 99-1002 (D.D.C.) (recovery of \$43.1 million). Mr. Burt has spoken on several occasions to investor and activist groups regarding the intersection of litigation and corporate social responsibility. Mr. Burt writes and speaks on both securities and antitrust litigation topics. He has served as a board member and officer of the St. Andrew's Society of the State of New York, New York's oldest charity.

RACHELE R. BYRD: *admitted:* California; U.S. District Courts for the Southern, Northern, Central and Eastern Districts of California and the Northern District of Illinois; U.S. Court of Appeals for the Ninth Circuit; U.S. Supreme Court. *Education:* Point Loma Nazarene College (B.A., 1994); University of California, Hastings College of the Law (J.D., 1997). Member: State Bar of California. Ms. Byrd is located in the firm's San Diego office and practices corporate derivative and class action litigation including securities, consumer, privacy and security, antitrust, employment and general corporate and business litigation. Ms. Byrd has played a significant role in litigating numerous class and derivative actions, including *Engquist v. City of Los Angeles*, No. BC591331 (Los Angeles Super. Ct.) (gas tax refund action that recently settled for \$32.5 million and injunctive relief, valued at a minimum of \$24.5 million over 3 years and \$81.8 million



over 10 years, following certification of the class and on the eve of a hearing on the parties' cross-motions for summary judgment); *Ardon v. City of Los Angeles*, 52 Cal.4th 241 (2011) (telephone tax refund action against the City of Los Angeles that settled for \$92.5 million after a successful appeal and a groundbreaking opinion from the California Supreme Court); *McWilliams v. City of Long Beach*, Cal. Supreme Ct. No. S202037, 2013 Cal. LEXIS 3510 (April 25, 2013) (telephone tax refund action that settled for \$16.6 million after a successful appeal and another groundbreaking opinion from the California Supreme Court); *Granados v. County of Los Angeles*, BC361470 (Los Angeles Super. Ct.) (telephone tax refund action that settled for \$16.9 million following class certification and a successful appeal); *In re: Zoom Video Communications, Inc. Privacy Litigation*, No. 5:20-cv-0291 (N.D. Cal.) (member of Plaintiffs' Steering Committee; \$85 million settlement pending preliminary approval); *In re Robinhood Outage Litigation*, No. 20-cv-01626-JD (N.D. Cal.) (member of Plaintiffs' Executive Committee); *In re Apple iPhone Antitrust Litigation*, No. 4:11-cv-06714-YGR (N.D. Cal.) (antitrust class action on behalf of consumers against Apple over its monopolization of the iOS applications aftermarket and that secured a favorable opinion in the U.S. Supreme Court: *Apple Inc. v. Pepper*, 139 S. Ct. 1514 (2019)); *Defrees v. Kirkland, et al.*, 11-04272 (JLS) (C.D. Cal.) (\$12.2 million settlement reached in derivative action on the eve of trial); *Bokelman et al. v. FCH Enterprises, Inc.*, No. 18-00209-RJB-RLP (D. Haw.) (settled data breach class action; final approval granted May 3, 2019); *Christofferson v. Creation Entertainment, Inc.*, No. 19STCV11000 (Los Angeles Super. Ct.) (settled data breach class action; final approval of settlement granted on June 29, 2021); *In re: Hanna Andersson and salesforce.com Data Breach Litig.*, No. 3:20-cv-00812-EMC (N.D. Cal.) (recently settled data breach class action; final approval granted on June 25, 2021); *Gaston v. FabFitFun, Inc.*, No. 2:20-cv-09534-RGK-E (C.D. Cal.) (recently settled data breach class action; preliminary approval granted on April 2, 2021); *Rossi v. Claire's Stores*, No. 1:20-cv-05090 (N.D. Ill.) (recently settled data breach class action); and *Riggs v. Kroto, Inc., D/B/A/ iCanvas*, No. 1:20-cv-5822 (N.D. Ill.) (recently settled data breach class action; preliminary approval granted on July 8, 2021); *In re: Scripps Health Data Incident Litigation*, San Diego Super. Ct. No. 37-2021-00024103-CU-BT-CTL (ongoing); *Thomas v. San Diego Family Care*, San Diego Super. Ct. No. 37-2021-00026758-CU-BT-CTL (ongoing); *Marcaurel, et al. v. USA Waste Management Resources, LLC, et al.*, No. 1:21-cv-06199 (S.D. N.Y.) (ongoing); *Miller v. CSI Financial, LLC*, San Diego Super. Ct. No. 37-2021-00030263-CU-BT-CT (ongoing); *Fields v. The Regents of the University of California*, Alameda Superior Court No. RG21107152 (ongoing); *In re Arthur J. Gallagher Data Breach Litigation*, No. 1:21-cv-04056 (N.D. Ill.) (ongoing); *Donovan, et al. v. T-Mobile USA, Inc.*, No. 2:21-cv-01138 (W.D. Wa.) (ongoing); *In re: CaptureRx Data Breach Litigation*, No. 5:21-



cv-00523-OLG (W.D. Tex.) (ongoing); *Carrera Aguallo, et al. v. Kemper Corp., et al.*, No. 1:21-cv-01883 (N.D. Ill.) (recently settled data breach class action where Ms. Byrd is Interim Co-Lead Counsel).

MATTHEW M. GUINEY: *admitted:* New York State; United States Supreme Court; United States Courts of Appeals for the Second, Third and Ninth Circuits; U.S. District Courts for the Southern and Eastern District of New York and numerous others. *Education:* The College of William & Mary (B.A. in Government and Economics 1998); Georgetown University Law Center (J.D. 2002). Mr. Guiney's primary areas of practice are securities class actions under the Securities Act of 1933 and the Exchange Act of 1934, complex commercial litigation, Employee Retirement Income Security Act (ERISA) actions on behalf of plan participants, Fair Labor Standards Act of 1938 actions concerning overtime payment, and fiduciary duty actions under various state laws. Mr. Guiney has helped recover hundreds of millions of dollars for victims of corporate fraud and abuse in federal and state litigation across the country. Mr. Guiney was on the merits briefs at the United States Supreme Court on behalf of the plaintiffs/respondents in *Apple Inc. v. Pepper*, No. 17-204, 587 U.S. ___ (2019) where the Court affirmed plaintiffs' antitrust standing under *Illinois Brick*. Mr. Guiney also represented plaintiffs/respondents at the United States Supreme Court in *China Agritech v. Resh*, 584 U.S. __ (2018), where the Court addressed tolling in the class action context. Mr. Guiney also initially served as counsel of record and briefed opposition to petition for writ of certiorari, and argued and achieved a precedential reversal of motion to dismiss in a published opinion at the United States Court of Appeals for the Ninth Circuit in *Resh v. China Agritech*, No. 15-5543, 2017 U.S. App. LEXIS 9029 (9th Cir. May 24, 2017).

Some of Mr. Guiney's notable results on behalf of investors include: *Mallozzi v. Industrial Enterprises of America, Inc., et al.*, 1:07-cv-10321-DLC (S.D.N.Y.) (\$3.4 million settlement on behalf of shareholders); *In re Luxottica Group S.p.A. Securities Litigation*, No. CV 01-3285 (JBW) (MDG) (E.D.N.Y.) (\$18.5 million settlement on behalf of shareholders); *In re MBNA Corp. ERISA Litigation*, Master Docket No. 05-429 (GMS), (D. Del) (\$4.5 million settlement on behalf of plan participants).

MALCOLM T. BROWN: *admitted:* United States District Courts for the Southern and Eastern Districts of New York, District of New Jersey and Eastern District of Pennsylvania; United States Court of Appeals for the Second Circuit. *Education:* University of Pennsylvania (B.A., Political Science 1988) and Rutgers University School of Law (J.D. 1994). Mr. Brown's primary areas of practice are securities, derivative,



M&A litigation and consumer class actions. Recent notable decisions include: *Johnson v. Ford Motor Co.*, 309 F.R.D. 226 (S.D. W. Va. 2015); *Thomas v. Ford Motor Co.*, 2014 U.S. Dist. LEXIS 43268 (D.S.C. Mar. 31, 2014); *In re Merkin Sec. Litig.*, 2015 U.S. Dist. LEXIS 178084 (S.D.N.Y. Aug. 24, 2015). Prior to joining Wolf Haldenstein, Mr. Brown was a business litigation attorney who represented financial institutions, corporations and partnerships and advised clients on business disputes, reorganizations, dissolutions and insurance coverage matters. Notable decisions include: *Garment v. Zoeller*, 2001 U.S. Dist. LEXIS 20736 (S.D.N.Y. June 19, 2001), *aff'd* 2002 U.S. App. LEXIS 9966 (2d Cir. May 24, 2002); *Bainton v. Baran*, 731 N.Y.S.2d 161 (1st Dep't 2001).

SPECIAL COUNSEL

JUSTICE HERMAN CAHN: *admitted:* New York. *Education:* Harvard Law School and a B.A. from City College of the City University of New York. Justice Herman Cahn was first elected as Judge of the Civil Court of the City of New York in 1976. He subsequently served as an Acting Justice of the Supreme Court from 1980 until 1992, when he was elected to the Supreme Court. Throughout his decades on the bench, he principally handled civil cases, with the exception of 1981 until 1987, when he presided over criminal matters. Justice Cahn was instrumental in the creation of, and a founding Justice in, the Commercial Division within the New York State Supreme Court. He served as a Justice of the Commercial Division from its inception in 1993.

Among his most notable recent cases are the consolidated cases stemming from the Bear Stearns merger with JP Morgan (*In re Bear Stearns Litigation*); litigation regarding the America's Cup Yacht Race (*Golden Gate Yacht Club v. Société Nautique de Genève*); litigation stemming from the attempt to enjoin the construction of the new Yankee Stadium (*Save Our Parks v. City of New York*); and the consolidated state cases regarding the rebuilding of the World Trade Center site (*World Trade Center Properties v. Alliance Insurance*; *Port Authority v. Alliance Insurance*).

Justice Cahn is a member of the Council on Judicial Administration of the Association of the Bar of the City of New York. He has also recently been appointed to the Character and Fitness Committee of the Appellate Division, First Department. He is on the Register of Mediators for the United States Bankruptcy Court, Southern and Eastern Districts of New York.

Before ascending the bench, Justice Cahn practiced law in Manhattan. He was first admitted to the New York bar in 1956. He is admitted to practice in numerous courts,



including the New York State courts, the Southern District of New York and the United States Supreme Court.

OF COUNSEL

DANIEL W. KRASNER: *admitted:* New York; Supreme Court of the United States; U.S. Courts of Appeals for the Second, Third, Fourth, Sixth, Eighth, Ninth, Tenth, and Eleventh Circuits; U.S. District Courts for the Southern and Eastern Districts of New York, Central District of Illinois, and Northern District of Michigan. *Education:* Yale Law School (LL.B., 1965); Yeshiva College (B.A., 1962). Mr. Krasner is of counsel at Wolf Haldenstein. He began practicing law with Abraham L. Pomerantz, generally credited as the "Dean of the Class Action Bar." He founded the Class Litigation Group at Wolf Haldenstein in 1976.

Mr. Krasner received judicial praise for his class action acumen as early as 1978. *See, e.g., Shapiro v. Consolidated Edison Co.*, [1978 Transfer Binder] Fed. Sec. L. Rep. (CCH) & 96,364 at 93,252 (S.D.N.Y. 1978) ("in the Court's opinion the reputation, skill and expertise of . . . [Mr.] Krasner, considerably enhanced the probability of obtaining as large a cash settlement as was obtained"); *Steiner v. BOC Financial Corp.*, [1980 Transfer Binder] Fed. Sec. L. Rep. (CCH) & 97,656, at 98,491.4, (S.D.N.Y. 1980) ("This Court has previously recognized the high quality of work of plaintiffs' lead counsel, Mr. Krasner"). The New York Law Journal referred to Mr. Krasner as one of the "top rank plaintiffs' counsel" in the securities and class action fields. In connection with a failed 1989 management buyout of United Airlines, Mr. Krasner testified before Congress.

More recently, Mr. Krasner has been one of the lead attorneys for plaintiffs in some of the leading Federal multidistrict cases in the United States, including the IPO Litigation in the Southern District of New York, the Mutual Fund Market Timing Litigation in the District of Maryland, and several Madoff-related litigations pending in the Southern District of New York. Mr. Krasner has also been lead attorney in several precedent-setting shareholder actions in Delaware Chancery Court and the New York Court of Appeals, including *American International Group, Inc. v. Greenberg*, 965 A.2d 763 (Del. Ch. 2009) and the companion certified appeal, *Kirschner v. KPMG LLP*, Nos. 151, 152, 2010 N.Y. LEXIS 2959 (N.Y. Oct. 21, 2010); *Teachers' Retirement System of Louisiana and City of New Orleans Employees' Retirement System, derivatively on behalf of nominal defendant American International Group, Inc., v. PricewaterhouseCoopers LLP*, No. 152 (New York, October 21, 2010); *In re CNX Gas Corp. S'holders Litig.*, C.A. No. 5377-VCL, 2010 Del. Ch. LEXIS 119 (Del. Ch., May 25, 2010); *In re CNX Gas Corp. S'holders Litig.*, C.A. No. 5377-



VCL, 2010 Del. Ch. LEXIS 139, (Del. Ch. July 5, 2010), appeal refused, 2010 Del. LEXIS 324, 2010 WL 2690402 (Del. 2010).

Mr. Krasner has lectured at the Practicing Law Institute; Rutgers Graduate School of Business; Federal Bar Council; Association of the Bar of the City of New York; Rockland County, New York State, and American Bar Associations; Federal Bar Council, and before numerous other bar, industry, and investor groups.

PETER C. HARRAR: *admitted;* New York; United States Court of Appeals for the Fourth Circuit and the United States District Courts for the Southern and Eastern Districts of New York. *Education:* Columbia Law School (J.D. 1984); Princeton University, Phi Beta Kappa, *magna cum laude*. Mr. Harrar is of counsel at the firm and has extensive experience in complex securities and commercial litigation on behalf of individual and institutional clients.

He has represented investment funds, hedge funds, insurance companies and other institutional investors in a variety of individual actions, class actions and disputes involving mortgage-backed securities and derivative instruments. Examples include *In re EMAC Securities Litigation*, a fraud case concerning private placements of securitized loan pools, and *Steed Finance LDC v. LASER Advisors, Inc.*, a hybrid individual and class action concerning the mispricing of swaptions.

Over the years, Mr. Harrar has also served as lead or co-lead counsel in numerous securities class and derivative actions throughout the country, recovering hundreds of millions of dollars on behalf of aggrieved investors and corporations. Recent examples are some of the largest recoveries achieved in resolution of derivative actions, including *American International Group Consolidated Derivative Litigation* (\$90 million), and *Bank of America/Merrill Derivative Litigation* (\$62.5 million).

JEFFREY G. SMITH: *admitted:* New York; California; Supreme Court of the United States; U.S. Courts of Appeals for the Second, Third, Fourth, Fifth, Sixth, Seventh, Eighth and Ninth Circuits; U.S. Tax Court; U.S. District Courts for the Southern and Eastern Districts of New York, Southern, Central and Northern Districts of California and the Districts of Colorado and Nebraska. *Education:* Woodrow Wilson School of Public and International Affairs, Princeton University (M.P.A., 1977); Yale Law School (J.D., 1978); Vassar College (A.B., *cum laude generalis*, 1974). At Yale Law School, Mr. Smith was a teaching assistant for the Trial Practice course and a student supervisor in the Legal Services Organization, a clinical program. Member: The Association of the Bar of the City of New York; New York State and American (Section on Litigation) Bar



Associations; State Bar of California (Member: Litigation Section); American Association for Justice. Mr. Smith has frequently lectured on corporate governance issues to professional groups of Fund trustees and investment advisors as well as to graduate and undergraduate business student groups, and has regularly served as a moot court judge for the A.B.A. and at New York University Law School. Mr. Smith has substantial experience in complex civil litigation, including class and derivative actions, tender offer, merger, and takeover litigation. Mr. Smith is rated "AV" by Martindale Hubble and, since its inception in 2006, has been selected as among the top 5% of attorneys in the New York City metropolitan area chosen to be included in the Super Lawyers Magazine.

ROBERT ALTCHILER: *Education:* State University of New York at Albany (B.S., Finance/Marketing,1985); The George Washington University (JD, 1988).

Robert's practice focuses primarily in the areas of White Collar criminal investigations, corporate investigations, entertainment, litigation, and general corporate counseling. Robert's diverse practice had developed as a result of his extensive international business contacts and relationships in the entertainment world, in the United States and the United Kingdom. Robert had successfully defended cases and resolved matters spanning the most complex entertainment controversies, to virtually any imaginable complex criminal or corporate matter.

Robert has successfully defended individuals and corporations in a wide array of multifaceted investigations in areas such as mortgage fraud, securities fraud, tax fraud, prevailing wage, money laundering, Bank Secrecy Act, embezzlement, bank and wire fraud, theft of trade secrets, criminal copyright infringement, criminal anti-counterfeiting, Foreign Corrupt Practices Act (FCPA), International Traffic In Arms Regulations (ITAR), racketeering, continuing criminal enterprises, and circumvention of trade restrictions, among many others. Robert also specializes in non-criminal investigations relating to various topics, including finding money allegedly being hidden by individuals, ascertaining the identities of individuals actually involved in corporate matters (when a client believes those identities are being concealed), and running undercover "sting" operations as part of civil and commercial litigation support.

Because of Robert's significant business contacts in the United Kingdom, and the United States, he is frequently called upon to assist clients in various forms of complex business matters, both domestic and international. Robert's clients look to him as a trusted,



experienced, creative, fearless hand who has demonstrated an ability to navigate even the most difficult and desperate situations. Robert prides himself on his ability to develop aggressive creative winning strategies for his clients even when the clients believe their circumstances are hopeless.

In 1988, Robert started his legal career as a prosecutor in New York City, where he prosecuted a wide array of cases and headed up a variety of different investigations. As a prosecutor, he presented hundreds of cases to grand juries, and ran numerous investigations. In addition to trying several dozen serious cases, ranging from murder to fraud to narcotics violations, he also ran wiretap and grand jury investigations involving money laundering and other financial crimes, as well as a wiretap and investigation concerning a plot to assassinate a prominent NYC judge. Upon leaving the government, Robert began focusing on defending individuals and entities under government investigation and/or indictment. Early in private practice he defended numerous law enforcement officers under administrative and criminal scrutiny, in courts and administrative proceedings. His particular area of practice permitted Robert to further develop and strengthen his already close ties to law enforcement.

In addition to his practice, Robert has been an adjunct law professor at Pace University Law School since 1998, where he teaches trial advocacy, a course designed to teach law students how to be trial lawyers via a curriculum including the mock trial of a murder case. Robert is also a faculty member of the EATS Program run by Stetson Law School, an acclaimed program designed to teach law school trial advocacy professors creative and innovative pedagogical methods. Robert has also been a featured participant and lecturer at Cardozo Law School's acclaimed Intensive Trial Advocacy Program in New York City, and has also taught at Yale Law School. Robert's trial advocacy teaching requires him to constantly integrate new developments in communication theory and trial techniques into his teaching methods. Given the changing way students (and prospective jurors) communicate and digest information (via Twitter, Instagram and Snapchat, for example) Robert is a recognized leader at integrating neuroscientific principles into his teaching. By actively participating in the weekly trials his students conduct in class, and by frequently demonstrating methods, he is able to continually adapt his own communication skills and integrate cutting-edge developments into his own practice.

Robert is Special Advisor to the Dean of the Mt. Sinai School of Nursing, an adjunct professor at the school, a member of the Board of Trustees and the Chair of the Board of Trustees Nominations Committee. In his role as Special Advisor, Robert is tasked with



counselling the Dean on innovative pedagogical methods designed to facilitate teaching Narrative Care and other topics. Robert instructs faculty on various topics, and will be teaching courses at the school in the immediate future.

Robert graduated from the George Washington University Law School (formerly, The National Law Center), where he began his career as an advocate by conducting administrative hearings and trials during his second and third year. Prior to GW, Robert graduated with honors from the Business School at the State University of New York at Albany in 1985. He is also a 1996 graduate of the National Criminal Defense College and a 1997 graduate of the National Institute for Trial Advocacy's Harvard Teacher Training Program. Robert has also made dozens of television appearances on Fox, Court TV, and Tru TV, providing legal commentary on televised trials, and participating in discussions related to pertinent issues.

JENNY YOUNG DU PONT: *admitted:* New York; Massachusetts; District of Columbia; U.S. Supreme Court. ***Education:*** Princeton University (A.B. *cum laude*); Georgetown University Law Center/School of Foreign Service (J.D./M.S.F.S. *magna cum laude*); Order of the Coif; *Georgetown Law Journal*, Notes and Comments Editor.

Ms. du Pont has extensive experience representing domestic and international companies ranging in size from small privately-held firms to large public companies in a variety of corporate, investment, banking, insurance, finance, and employment matters. Ms. du Pont began her legal career at two AmLaw 100 firms in Washington, D.C. and London, U.K. and a decade later moved into in-house counsel roles, first with Plymouth Rock Assurance Corporation in Boston, MA, and later with Millennium Management, LLC in New York. Ms. du Pont also advises and presents on issues related to family businesses, family offices, and managing wealth transfer across generations.

In addition to her legal experience, Ms. du Pont has significant experience in the non-profit sector. Ms. du Pont was President and CEO of The Garden Conservancy in Cold Spring, New York and Executive Director of Miracle House of New York, Inc., and has acted a legal and strategic advisor to a variety of for profit and non-profit entities in New York. For more than 20 years, Ms. du Pont also has been a director, trustee, and officer for a broad range of educational, cultural, scientific, and service non-profit entities. Ms. du Pont served for a number of years as a Trustee of Phillips Exeter Academy, in Exeter, NH, and as a member and Vice Chair of the Warrant Committee for the Town of Dover in Massachusetts. She is currently a Director of the American



Friends of the British Museum and of the American Patrons of the National Galleries and Library of Scotland, serves as an Advisory Council member for the Untermyer Gardens Conservancy in Yonkers, NY and the Sing Sing Prison Museum Master Narrative Project, in Ossining, NY, and is chair of the Advisory Council for the Conservation Law Foundation in Boston, MA.

KATE MCGUIRE: *admitted:* New York; U.S. District Courts for the Southern and Eastern Districts of New York. *Education:* University of California at Santa Cruz (B.A. 1995), Georgetown University Law Center (J.D., 1998); Member: *Georgetown Immigration Law Journal*.

Ms. McGuire has extensive experience prosecuting complex litigation. Her work encompasses consumer and data protection class actions, securities class and derivative shareholder cases and nationwide antitrust suits.

She is a member of the Firm's Consumer Protection practice group and, in that context, has worked intensively to protect classes of consumers under a range of state and federal laws. Recently, she served as a member of the co-lead counsel team in *Simerlein et al. v. Toyota Motor Corporation et al.*, 3:17-CV-01021-VAB (D. Conn.), representing more than a million owners of Sienna minivans in litigation that settled for class-wide benefits valued at between \$30 and \$40 million. Presently, she serves on a team representing plaintiffs in multi-district litigation against Fisher-Price and Mattel, relating to Rock 'n Play infant sleepers which are alleged to be dangerous and misleadingly marketed. She has also served as a member of the firm's lead or co-counsel teams in other consumer protection cases, including litigation based upon allegations of misrepresentations and omissions concerning the purported safety of electronic cigarettes.

Ms. McGuire has also represented plaintiffs with respect to the protection of their civil rights. For example, she represented a blind plaintiff in a suit under the Americans with Disability Act against a major trading online trading company, and represented a group of minority business owners in federal civil rights litigation concerning disparate treatment which settled for significant governance therapeutics.

CARL MALMSTROM: *admitted:* Illinois; Minnesota; United States Court of Appeals for the Seventh Circuit; Northern and Southern Districts of Illinois; Northern District of Indiana; District of Minnesota; Eastern District of Missouri; Western District of New York. *Education:* University of Chicago (A.B., Biological Sciences, 1999; A.M., Social



Sciences, 2001); The University of Hawai'i at Manoa (M.A., Anthropology, 2004); Loyola University Chicago School of Law (J.D., 2007). Prior to joining the firm, Mr. Malmstrom worked for the City of Chicago Department of Law in the Municipal Prosecutions Division; he is a member of the Chicago Bar Association. Mr. Malmstrom has substantial experience litigating complex class actions in several practice areas, including antitrust, consumer fraud, and data security. Representative cases in which he has represented plaintiffs include *Bokelman et al. v. FCH Enterprises, Inc.*, Case No. 1:18-cv-209 (D. Haw.), involving customers of Zippy's Restaurants in Hawaii whose personal data was stolen by hackers, *In re: Experian Data Breach Litigation*, Case No. 8:15-cv-1592 (C.D. Cal.); *Freeman-Hargis v. Taxi Affiliation Services, LLC*, Case No. 2016-CH-02519 (Cir. Ct. Cook Cty.), involving customers of several taxi services in Chicago who were unlawfully charged fees for using credit cards in taxis.

ASSOCIATES

PATRICK DONOVAN: *admitted:* New York; U.S. District Courts for the Southern and Eastern Districts of New York; United States Court of Appeals for the Second and Fourth Circuits. *Education:* Iona College (B.A., Business Management, 2007); St. John's University School of Law (J.D. 2011). Mr. Donovan's primary areas of focus are securities, derivative and M&A litigation.

LILLIAN GRINNELL: *admitted:* New York; United States District Courts for the Southern and Eastern Districts of New York; United States Court of Appeals for the Federal Circuit. *Education:* Bryn Mawr College (A.B., Philosophy and Political Science, 2016); New York University Law School (J.D. 2019). Prior to joining Wolf Haldenstein, Ms. Grinnell served as an Excelsior Service Fellow with the Consumer Protection and Financial Enforcement Division of the NYS Department of Financial Services.

ROURKE DONAHUE: *admitted:* New York. *Education:* University of North Carolina at Chapel Hill (B.A., Philosophy, 2017), Honors Program; Georgetown University Law Center (J.D. 2020). Prior to joining the firm, Mr. Donahue clerked for the Hon. Timothy P. Lydon, Presiding Judge of Equity, at the New Jersey Superior Court in Trenton, New Jersey. In law school, Mr. Donahue interned at the Department of Justice's Civil Division, Christie's Auction House, and Manhattan Legal Services and served as the Administrative Editor of the *Georgetown Environmental Law Review*.

ALEX J. TRAMONTANO: *admitted:* California; U.S. District Courts for the Southern, Central and Eastern Districts of California; United States Court of Appeals for the Ninth



Circuit. **Education:** University of Massachusetts, Amherst (B.A., Political Science and Legal Studies, *cum laude*, 2008); California Western School of Law (J.D., 2011). Mr. Tramontano's primary areas of focus are securities, anti-trust, unfair and deceptive practices, civil rights and data breach related class actions. Prior to joining Wolf Haldenstein, Mr. Tramontano worked as an associate at an AmLaw 100 firm, as well as other regional law firms in southern California. Mr. Tramontano has over a decade of litigation experience defending and prosecuting complex actions on behalf of individuals and businesses in both Federal and State courts. Mr. Tramontano began his legal career as a Police Cadet at the University of Massachusetts Amherst. He went on to law school and joined the San Diego District Attorney's Office as a Certified Legal Intern before transitioning to private practice.

PARAPROFESSIONALS

GREGORY STONE: **Education:** University of Pennsylvania (B.S., Economics, 1979); University of California, Los Angeles (MBA, 1983). Mr. Stone is the Firm's Director of Case and Financial Analysis. He assists partners and associates in identifying and researching potential federal class action securities, derivative litigation and merger & acquisition (M&A) litigation. Mr. Stone has worked with leading securities class action firms in an analytical and investigative role for over 18 year throughout the United States, and has an extensive professional background in the accounting and investment professions. He plays a key role in new case development, including performing investigations into potential securities fraud class actions, derivative and other corporate governance related actions. By using a broad spectrum of financial news and legal industry research tools, Mr. Stone analyzes information that helps identify and support the theories behind the firm's litigation efforts.



NON-DISCRIMINATION POLICIES

Wolf Haldenstein does not discriminate or tolerate harassment against any employee or applicant because of race, creed, color, national origin, sex, age, disability, marital status, sexual orientation, or alienage or citizenship status and designs its hiring practices to ensure that minority group members and women are afforded equal employment opportunities without discrimination. The Firm is in compliance with all applicable Federal, State, County, and City equal employment opportunity laws.

Wolf Haldenstein is proud of its long history of support for the rights of, and employment opportunities for, women, the disadvantaged, and minority group persons, including the participation in civil rights and voter registration activities in the South in the early 1960s by partners of the Firm; the part-time employment of disadvantaged youth through various public school programs; the varied *pro bono* activities performed by many of the Firm's lawyers; the employment of many women and minority group persons in various capacities at the Firm, including at the partner level; the hiring of ex-offenders in supported job training programs; and the use of minority and women-owned businesses to provide services and supplies to the Firm.

270 MADISON AVENUE
NEW YORK, NY 10016
TELEPHONE: 212-545-4600
TELECOPIER: 212-545-4653
WWW.WHAFH.COM

SYMPHONY TOWERS
750 B STREET, SUITE 1820
SAN DIEGO, CA 92101
TELEPHONE: 619-239-4599
TELECOPIER: 619-234-4599

111 WEST JACKSON
SUITE 1700
CHICAGO, IL 60604
TELEPHONE: 312-984-0000
TELECOPIER: 312-214-3110



**UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

IRMA CARRERA AGUALLO, DROR
HERTZ, KELVIN HOLMES, MELISSA
ANTONIO, MARY MACARONIS, and
GREGGORY VEECH, individually and on
behalf of all others similarly situated,

Plaintiffs,

v.

KEMPER CORPORATION and INFINITY
INSURANCE COMPANY,

Defendants.

Case No. 1:21-cv-01883

Hon. Martha M. Pacold

**DECLARATION OF JEAN S. MARTIN IN SUPPORT OF
PLAINTIFFS' UNOPPOSED MOTION FOR APPROVAL OF
ATTORNEYS' FEES AWARD, EXPENSE REIMBURSEMENT,
AND SERVICE AWARDS TO REPRESENTATIVE PLAINTIFFS**

I, Jean S. Martin, being competent to testify, make the following declaration based on my personal knowledge, and where stated, upon information and belief, I declare:

1. I am an attorney duly licensed to practice law in the State of North Carolina and a partner of Morgan & Morgan Complex Litigation Group, one of the Court-appointed Co-Lead Counsel for Plaintiffs Irma Carrera Aguallo, Dror Hertz, Kelvin Holmes, Mary Macaronis, and Gregory Veech (collectively, "Plaintiffs") and the Settlement Class in this action against Defendants Kemper Corporation and Infinity Insurance Company ("Defendants"). I submit this declaration in support of Plaintiffs' Unopposed Motion for Approval of Attorneys' Fees Award, Expense Reimbursement, and Service Awards to Representative Plaintiffs.

2. The following facts are based upon my personal knowledge and if called upon to do so, I could, and would, competently testify thereto.

3. The majority of my practice for the last 20 years has concentrated on complex litigation, including consumer class actions, mass tort actions, and data breach litigation. I presently serve as interim co-lead counsel in *In re Brinker Data Incident Litigation*, No. 18-cv-686 (M.D. Fla.), *In re Morgan Stanley Data Security Litigation*, 1:20-cv-05914 (S.D.N.Y.) and *In Re: Ambry Genetics Data Breach Litigation*, No. 20-cv-00791 (C.D. Cal.), and as a member of the Plaintiffs' Steering Committee in *In re: Smith & Nephew Birmingham Hip Resurfacing (BHR) Hip Implant Products Liability Litigation*, No. 17-md-2775 (D. Md.), a member of the Plaintiffs' Steering Committee in *In re: Allergan Biocell Textured Breast Implant Products Liability Litigation*, No. 19-md-2921 (D. N.J.)

4. I graduated from Wake Forest University School of Law in 1998, where I served as Editor-in-Chief of the *Wake Forest Law Review*. I obtained eDiscovery certification from the eDiscovery Training Academy at Georgetown Law Center in 2017.

5. Morgan & Morgan is the largest plaintiffs law firm in the United States, employing over 700 lawyers and 3,000 support staff, who serve consumers in numerous throughout the United States. Attached hereto as **Exhibit A** is a true and correct copy of Morgan & Morgan Complex Litigation Group's firm resume.

6. The work done by my firm in this case includes: on the amended complaints, drafting mediation discovery, communication with plaintiffs, participating in the mediation, working with Aura for the provision of the Financial Shield benefit, preparing the notices and claim form, presenting the preliminary approval motion at the hearing, and drafting the motion for final approval.

7. Additional time will be spent to respond to any objections, to prepare for and attend the Final Approval Hearing, to defend any appeals taken from the final judgment approving the settlement if such appeals are taken, to respond to inquiries from Settlement Class Members about the case and the Settlement, and to ensure that the distribution of settlement proceeds to Settlement

Class Members is done in a timely manner in accordance with the terms of the settlement. I assert that the attorneys' fees sought in the motion for attorneys' fee are reasonable and that Plaintiffs' Counsel seek fair and reasonable compensation for undertaking this case on a contingency basis and for obtaining the relief for Plaintiffs and the Settlement Class. Throughout this action, Defendants have been represented by highly experienced and skilled counsel who deployed very substantial resources on Defendants' behalf.

8. My firm kept detailed records regarding the amount of time its attorneys and professional staff spent on this litigation, and the lodestar calculation is based on my firm's current billing rates. The information was prepared from contemporaneous, daily time records regularly prepared and maintained by my firm. Based upon these records, my firm has expended 289.70 hours on this litigation as of December 22, 2021, which, multiplied by the current hourly rates of the attorneys and other professionals, amounts to \$199,242.10. The chart below reflects a breakdown of the amount of time spent by myself and other attorneys and professional support staff at my firm in the prosecution of this case:

Timekeeper	Position	Rate	Total Hours	Total Amount
Jean Sutton Martin	Partner	\$919	142.1	\$130,589.90
John A. Yanchunis	Partner	\$950	0.5	\$475.00
Francesca Kester	Associate	\$468	144.0	\$67,392.00
Patrick A. Barthle	Associate	\$676	0.3	\$202.80
Jennifer Cabezas	Paralegal	\$208	2.8	\$582.40
TOTALS:			289.1	\$199,242.10

9. In my judgment, and based on my years of experience in class action litigation and other litigation, the number of hours expended and the services performed by my firm were reasonable and necessary for my firm's representation of Plaintiffs and the Settlement Class.

10. I have general familiarity with the range of hourly rates typically charged by plaintiffs' class action counsel in the geographical area where my firm practices and throughout

the United States, both on a current basis and historically. From that basis, I am able to conclude that the rates charged by my firm are within the range of market rates charged by attorneys and professional staff of equivalent experience, skill and expertise for legal services furnished in complex contingency class action litigation such as this.

11. The hourly rates of the professionals in my firm, including my own, reflect experience and accomplishments in the area of class litigation. The rate of \$919 per hour which I charge for my time is commensurate with hourly rates charged by my contemporaries around the country, including those rates charged by lawyers with my level of experience who practice in the area of class litigation across the nation, and courts have approved my firms' rates in the following examples: *In re: Yahoo! Inc. Customer Data Sec. Breach Litig.*, 16-MD-02752-LHK, 2020 WL 4212811, at *26 (N.D. Cal. July 22, 2020), *In re: Equifax Inc. Customer Data Security Breach Litigation*, Case No 1:17-md-02800-TWT, ECF 956 at 105 (N.D. Ga. Jan. 13, 2020), *Lewis, et al., v. Green Dot Corp., et al.*, No. 2:16-cv-03557 (C.D. Cal.), *Fuentes, et al. v. UniRush, LLC, et al.*, No. 1:15-cv-08372 (S.D.N.Y.), *Gordon, et al. v. Chipotle Mexican Grill, Inc.*, No. 17-cv-01415 (D. Colo.), and *Linnins v. HAECO Americas, Inc., et al.*, No. 16-cv-486 (M.D.N.C.).

12. These rates reflect the risk undertaken due to contingency representation of Plaintiffs given that the firm bore the risk of no payment at all for its services during this litigation. Morgan and Morgan pursued this case on a contingency basis, with no assurances of any payment or repayment.

13. For the reasons described fully in Plaintiffs' Motion and based on my experience and knowledge of this case, it is my opinion that the settlement is in the best interests of the class and is fair, reasonable and adequate.

14. It is my opinion that the Settlement reached by the Parties in this matter provides reasonable and fair monetary benefits to Settlement Class Members that are rationally based upon the amount of actual harm suffered by the Settlement Class.

15. The time described above does not include charges for expense items. Expense items are billed separately, and such charges are not duplicated in my firm's billing rates. Based

upon my firm's records, Morgan & Morgan incurred \$5,564.14 in expenses. These costs were necessary to the investigation, prosecution, and settlement of this Action. A breakdown of my firm's costs and expenses, which I assert are reasonable, are pulled from a computerized database maintained by individuals in the accounting office of my firm and which were checked for accuracy, are reflected below:

Description	Amount
Court Fees and Costs	\$488.00
PACER	\$2.40
Postage & Shipping	\$25.62
Black & White Printing	\$44.25
Stradley, Ronon, Stevens & Young, LLP - Mediator	\$3,600.00
Travel – Jean Sutton Martin	\$1,403.87
GRAND TOTAL:	\$5,564.14

16. The expenses incurred in this action are reflected on the books and records of my firm. These books and records are prepared from expense vouchers, check records, and other source materials and are an accurate record of the expenses incurred. It is anticipated that costs may continue to accrue, including, but not limited to, costs associated with preparation and filing of the motion for attorneys' fees and motion for final approval of the settlement.

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

Executed this 22nd day of December, 2021, at Tampa, Florida.

/s/ Jean S. Martin
Jean S. Martin

27939

EXHIBIT A



Morgan & Morgan is a leading civil trial law firm representing consumers and commercial clients nationwide. With over 700 lawyers, and more than 2,000 non-lawyer employees, Morgan & Morgan is the largest plaintiffs' firm in the state of Florida and one of the largest if not the largest in the nation. Morgan & Morgan has a dedicated Complex Litigation Group staffed with lawyers, paralegals, and retired FBI agents serving as investigators committed to representing consumers in complex litigation, MDL proceedings and class action cases throughout the country.

John Yanchunis leads the class action section of the law firm. His practice—which began after completing a two-year clerkship with United States District Judge Carl O. Bue, Jr., S. D. Tex.—has concentrated on complex litigation and spans over 35 years, including consumer class actions for more than two-thirds of that time. As a result of his extensive experience in privacy and data-breach litigation, he regularly lectures at seminars regarding privacy litigation.

Mr. Yanchunis serves in leadership positions in many multidistrict and consolidated proceedings, including: *In re: Capital One Consumer Data Security Breach Litigation*, No. 1:19-MD-2915-AJT (E.D. Va.) (co-lead counsel); *In re: Yahoo! Inc. Customer Data Security Breach Litigation*, No. 5:16-MD-02752-LHK (N.D. Cal.) (Lead Counsel); *In re: Monat Hair Care Products Marketing, Sales Practices, and Products Liability Litigation*, No.: 1:18-md-02841-DPG (S.D. Fla.) (member of the Plaintiffs' Steering Committee); *In Re: Equifax, Inc. Customer Data Security Breach Litigation*, 1:17-md-2800-TWT (N.D. Ga.) (member of the Plaintiffs' Steering Committee); *In re: U.S. Office of Personnel Management Data Security Breach Litigation*, 1:15-mc-01394-ABJ (D.D.C.) (member of the Executive Committee) (dismissal on standing grounds recently reversed on appeal to the D.C. Circuit); *In re The Home Depot, Inc. Consumer Data Sec. Data Breach Litig.*, No. 1:14-md-02583-TWT (N.D. Ga.) (co-Lead Counsel) (final judgment entered approving a settlement on behalf of a class of 40 million consumers with total value of \$29,025,000); and *In re Target Corp. Customer Data Sec. Breach Litig.*, MDL No. 2522 (D. Minn.) (Executive Committee member) (final judgment approving a settlement on behalf of a class of approximately 100 million consumers upheld by the 8th Circuit).

During his career, he has tried numerous cases in state and federal courts, including one of the largest and longest insurance coverage cases in U.S. history, which was filed in 1991 by the Celotex Corporation and its subsidiary, Carey Canada, Inc. During the seventeen years the case pended, he served as lead counsel for several insurance companies, regarding coverage for asbestos and environmental claims. The case was tried in three phases over several years beginning in 1992. He was also lead counsel for these parties in the subsequent appeals that followed a judgment in favor of his clients. As result of his experience in the area of class litigation and ethics, he has served as an expert for The Florida Bar on ethical issues arising in class action litigation.

While at the University of Florida Mr. Yanchunis was a member of Florida Blue Key and Omicron Delta Kappa. He received his Juris Doctor degree from the South Texas College of Law in 1980, where he graduated magna cum laude. During law school, Mr. Yanchunis was a member of the Order of the Lytae, Associate Editor-in-Chief and Technical Editor of the South Texas Law Journal.

Jean Sutton Martin has concentrated her practice on complex litigation, including consumer protection and defective products class action, for more than 20 years. Ms. Martin was recently appointed as interim co-lead counsel in *In re Morgan Stanley Data Security Litigation*, 1:20-cv-05914 (S.D.N.Y.) and *In Re: Ambry Genetics Data Breach Litigation*, No. 20-cv-00791 (C.D. Cal.) (“Ambry”), and presently serves as interim co-lead counsel in *In re Brinker Data Incident Litigation*, No. 18-cv-686 (M.D. Fla.) and as a member of the Plaintiffs’ Steering Committee for the cases proceeding against LabCorp, Inc. in *In re: American Medical Collection Agency Data Breach Litigation*, 19-md-2904 (D. N.J.). She is also a member of the Plaintiffs’ Steering Committee and bellwether trial team in *In re: Smith & Nephew Birmingham Hip Resurfacing (BHR) Hip Implant Products Liability Litigation*, No. 17-md-2775 (D. Md.) and a member of the Plaintiffs’ Steering Committee in *In re: Allergan Biocell Textured Breast Implant Products Liability Litigation*, No. 19-md-2921 (D. N.J.).

She has served in leadership positions in many consumer class actions and consolidated proceedings in federal courts around the country, including *inter alia*: *Gordon, et al. v. Chipotle Mexican Grill, Inc.*, No. 17-cv-01415 (D. Colo.) (data breach) (co-lead counsel); *Linnins v. HAECO Americas, Inc., et al.*, No. 16-cv-486 (M.D.N.C.) (employee data disclosure) (co-lead counsel); *Torres v. Wendy’s International, LLC*, No. 6:16-cv-210 (M.D. Fla.) (data breach) (class counsel); *Fuentes, et al. v. UniRush, LLC, et al.*, No. 1:15-cv-08372 (S.D.N.Y.) (disruption in servicing of financial accounts) (co-lead counsel); *Lewis, et al., v. Green Dot Corp., et al.*, No. 2:16-cv-03557 (C.D. Cal.) (disruption in servicing of financial accounts) (class counsel); *Brady, et al. v. Due North Holdings, LLC, et al.*, No. 1:17-cv-01313 (S.D. Ind.) (employee data disclosure) (class counsel); *Foreman v. Solera Holdings, Inc.*, No. 6:17-cv-02002 (M.D. Fla.) (employee data disclosure) (class counsel); *In Re: Outer Banks Power Outage Litigation*, No. 4:17-cv-141 (E.D.N.C.) (extended island power outage due to defective construction practices) (class counsel); and, *McCoy v. North State Aviation, LLC, et al.*, No. 17-cv-346 (M.D.N.C.) (WARN Act violations) (class counsel).

Ms. Martin received her Juris Doctor degree from Wake Forest University School of Law, where she served as Editor-in-Chief of the *Wake Forest Law Review*. She obtained eDiscovery certification from the eDiscovery Training Academy at Georgetown Law Center in 2017. Ms. Martin graduated from Wake Forest University with a Bachelor of Science in Mathematical Economics in 1989. She earned a Master of International Business from the University of South Carolina in 1991. She worked with the sales finance team of Digital Equipment Company in Munich, Germany developing sales forecasts and pricing models for the company’s expansion into the Eastern European market after the fall of the Berlin wall. Prior to law school, Ms. Martin also worked as a marketing manager for an international candy manufacturer where her responsibilities included product development, brand licensing, market research, and sales analysis.

Ms. Martin has been honored with the prestigious “AV” rating by Martindale-Hubbell. In 2015, she was inducted as a Fellow of the Litigation Counsel of America, a prestigious trial lawyer honorary society comprised of less than one-half of one percent of American lawyers. Fellows are selected based upon excellence and accomplishment in litigation, both at the trial and appellate levels, and superior ethical reputation. For upholding the highest principles of the legal profession and for outstanding dedication to the welfare of others, Ms. Martin has also been selected as a Fellow of the American Bar Foundation, an honorary legal organization whose membership is limited to one third of one percent of lawyers in each state. In 2016, Ms. Martin was selected by her peers as the foremost Litigation attorney in the State of North Carolina for *Business North Carolina Magazine’s Legal Elite*, gaining membership in the *Legal Elite* Hall of Fame. Since 2012, she has been selected to the Super Lawyers list for North Carolina in the areas of mass torts and class actions, with repeated selection to the Top 50 Women North Carolina list since 2014. Additionally, Ms. Martin has been named by National Trial Lawyers to the Top 100 Trial Lawyers, Top 50 Class Action Lawyers, and Top 50 Mass Torts Lawyers for North Carolina.

Ms. Martin is a member of the North Carolina bar, having been admitted in 1998. She is also admitted to practice before the United States Supreme Court, the United States Court of Federal Claims, the United States Court of Appeals for the Fourth Circuit, the Western, Middle, and Eastern Districts of North Carolina, and the United States District Court of Colorado.

Michael F. Ram is a consumer class action lawyer with 38 years of experience. He graduated cum laude from Harvard Law School in 1982. He has co-tried several class action trials and frequently lectures on class trials. In 1992 he was a co-recipient of the Trial Lawyer of the Year Award given by Trial Lawyers for Public Justice for *National Association of Radiation Survivors v. Walters* No. 83-c-1861 (N.D. Cal.) (tried to class-wide judgment on remand from Supreme Court).

From 2017 to 2020, Mr. Ram was a partner at Robins Kaplan LLP. In August, 2020, Mr. Ram joined Morgan & Morgan to open a San Francisco office. He is currently co-lead counsel in numerous consumer class actions, including *Gold v. Lumber Liquidators*, N.D. Cal. No. 14-cv-05373-RS, a certified multistate class action involving bamboo floors, and *Fowler v. Wells Fargo*, N.D. Cal. No. 3:17-cv-02092-HSG, a class action involving interest charges that settled for \$30 million.

Prior to joining Morgan & Morgan, Mr. Ram was a partner with several national plaintiffs firms, including Robins Kaplan LLP and Loeff, Cabraser, Heimann and Bernstein where he represented plaintiffs in several major class actions, including: *Cox v. Shell*, Civ. No 18,844 (Obion County Chancery Court, Tenn.) national class of six million owners of property with defective polybutylene plumbing systems; *In re Louisiana-Pacific Inner-Seal Litigation*, No. 95-cv-879 (D. Oregon) (co-lead counsel) national class of homeowners with defective siding; *ABS Pipe Litigation*, Cal. Judicial Council Coordination Proceeding No. 3126 (Contra Costa County) national class of homeowners.

Mr. Ram was co-lead counsel in many consumer class actions including a national class of half a million owners of dangerous glass pane gas fireplaces in *Keilholtz et al. v. Superior Fireplace Company*, No. 08-cv-00836 (N.D. Cal. 2008). He was co-lead counsel for plaintiffs in *Chamberlan v. Ford Motor Company*, No. 03-cv-2628 (N.D. Cal.), a class action involving defective intake manifolds that generated four published opinions, including one by the Ninth Circuit, 402 F.3d at 950, and settled one court day before the class trial. He was also co-counsel for plaintiffs in a number of other consumer class actions, involving matters such as defective automotive components, defective construction materials, and electronic privacy under the California Confidentiality of Medical Information Act.

Patrick Barthle attended the University of Florida where he was admitted to the Honors Program and graduated, *cum laude*, with a double major in History and Criminology in 2009. While at UF, Patrick was inducted into the Phi Beta Kappa Honor Society and served as President of the Catholic Student Center. Patrick attended Washington and Lee University School of Law, graduating *summa cum laude* in 2012; where he was a Lead Articles Editor for the Wash. & Lee Law Review, a member of the Order of the Coif and the Phi Delta Phi Legal Honor Society, and President of the W&L Law Families organization.

Before joining Morgan & Morgan in 2015, Patrick worked at one of the country's largest law firms, Greenberg Traurig, LLP, and then served as a judicial law clerk for two years to the Honorable Mary S. Scriven, United States District Judge, Middle District of Florida. Patrick has extensive privacy and consumer fraud class action experience, having actively participated in the following litigations: *In re: U.S. Office of Personnel Management Data Security Breach Litigation*, 1:15-mc-01394-ABJ (D.C.); *Torres v. Wendy's International, LLC*, No. 6:16-cv-210 (M.D. Fla.); *Morrow v. Quest Diagnostics, Inc.*, No. 2:17-cv-0948 (Dist. NJ); *In Re: Equifax, Inc. Customer Data Security Breach Litigation*, 1:17-md-2800-TWT (N.D. Ga.); *In re The Home Depot, Inc. Customer Data Security Data Breach Litigation*, No. 1:14-md-02583-TWT (N.D. Ga.); *In re Yahoo! Inc. Customer Data Sec. Breach Litig.*, 16-md-02752-LHK (N.D. Cal.); and *Finerman v. Marriott Ownership Resorts, Inc.*, Case No.: 3:14-cv-1154-J-32MCR (M.D. Fla.).

Patrick was selected as a Florida Super Lawyer Rising Star in 2019 in the field of Class Actions. He is also active in speaking on privacy and class action topics, having spoken in June 2018, at the NetDiligence Cyber Risk Summit on the topic of Unauthorized Use of Personal Data; in November 2018 at the American Association for Justice's Advanced 30(b)(6) Seminar, on the topic of 30(b)(6) Depositions in Data Breach Cases; and in January 2019 at HarrisMartin's Marriott Data Breach Litigation Conference on that topics of damage models and settlements in data breach cases; and Rule 23(c)(4) classes at the Mass Torts Made Perfect conference.

Mr. Barthle was admitted to the Florida Bar in 2012 and is also admitted to practice in the Middle District of Florida, the Southern District of Florida, and the District of Colorado.

Ryan J. McGee studied business economics and history at the University of Florida, where he was a teaching assistant for technology classes in the business school, and received his law degree from Stetson University College of Law, where he was an editor on the *Stetson Law Review*,

a research assistant for antitrust and consumer protection laws, and a teaching assistant for Stetson's trial advocacy program.

Ryan began his legal career as a state-appointed prosecutor, where he tried over 50 jury trials to verdict, mostly felonies, as well as a special prosecutor appointed to investigate police officers' deadly use-of-force and corruption within various law enforcement agencies. Ryan also served as a law clerk for two years for the Honorable Elizabeth A. Kovachevich, the former Chief United States District Judge, Middle District of Florida. Before joining Morgan & Morgan, Ryan's practice involved complex business disputes, antitrust, trade secret, data security, and class action investigations and defense-side litigation in state and federal courts across the country.

Since shifting his focus entirely to consumer class action representation, Ryan has been selected as a Florida Super Lawyer Rising Star in 2018 and 2019 in the field of Class Actions, and has extensive privacy and consumer fraud class action experiencing, having actively participated in the following litigations: *Adkins v. Facebook, Inc.*, No. C 18-05982 WHA (JSC) (N.D. Cal.); *In re Yahoo! Inc. Customer Data Sec. Breach Litig.*, No. 16-md-02752-LHK (N.D. Cal.); *In re Equifax, Inc. Customer Data Sec. Breach Litigation*, No. 1:17-md-02800 (N.D. Ga.); *Morrow v. Quest*, No. 2:17-cv-0948(CCC)(JBC) (D.N.J.); *In re Google Plus Profile Litigation*, No. 5:18-cv-06164 EJD (N.D. Cal.); *Kuss v. American HomePatient, Inc., et al.*, No. 8:18-cv-02348 (M.D. Fla.); *Richardson, et al. v. Progressive Am. Ins. Co., et al.*, No. 2:18-cv-00715 (M.D. Fla.); *Hymes, et al. v. Earl Enterprises Holdings, Inc.*, No. 6:19-cv-00644 (M.D. Fla.); *Orange v. Ring, LLC, et al.*, No. 2:19-cv-10899 (C.D. Cal.).

Mr. McGee admitted to the Florida Bar in 2009 and is also admitted to practice in the Northern, Middle, and Southern Districts of Florida.

Francesca Kester was born and raised in Scranton, Pennsylvania. She attended Marywood University, where she graduated with a major in English Literature, and The Pennsylvania State University's Dickinson School of Law, where she received her Juris Doctor degree in 2017. While at Dickinson, Ms. Kester competed in the American Bar Association's National Appellate Advocacy Competition, where she was awarded the highest honor for her legal brief writing, and the Texas Young Lawyer's National Trial Competition, where she finished as a regional finalist. Ms. Kester also served as Executive Chair of the Dickinson Law Moot Court Board, Founder of the Dickinson Law partnership with Big Brothers Big Sisters, and Student Director of the Bethesda Mission Men's Shelter legal clinic. At graduation, she was honored with the D. Arthur Magaziner Human Services Award for outstanding academic achievement and service to others, the Joseph T. McDonald Memorial Scholarship for excellence in trial advocacy, and the peer-selected Lee Popp Award for her devotion to the legal field.

Ms. Kester interned as a judicial clerk to United States Magistrate Judge Martin C. Carlson while in law school. After graduation, she served for two years as a law clerk to the Honorable James M. Munley in the United States District Court for the Middle District of Pennsylvania. Ms. Kester is a member of the Lackawanna County Bar Association, the Pennsylvania Bar Association, the American Association for Justice, and Order of the Barristers. In 2018 and 2019, she served as the attorney advisor for her alma mater's high school mock trial team, coaching them to a first place finish in the state and ninth in the nation.

Ms. Kester is admitted to practice law in both Pennsylvania and Florida.

Marie Noel Appel has dedicated her career to representing consumers in both individual and class action cases involving claims under consumer protection laws and other statutory and common law claims. She earned a B.A. in French from San Francisco State University in 1992 and graduated from University of San Francisco School of Law in 1996.

For most of her career, Ms. Appel has been in private practice litigating class claims related to defective products, mortgage fraud/Truth in Lending violations, unfair business practices relating to manufactured home sales, interest overcharges by the United States on military veterans' credit accounts, and statutory violations by the United States relating to offset of debts beyond the limitations period.

From 2012 to 2019, Ms. Appel left private practice to become the Supervising Attorney of the Consumer Project at the Justice & Diversity Center of the Bar Association of San Francisco which provides free legal services to low-income persons facing consumer issues.

In April 2019, Ms. Appel returned to private practice as Counsel at Robins Kaplan, LLP, then joined Morgan & Morgan in August 2020 where she focuses on class action litigation.

In addition to her legal practice, Ms. Appel is an Adjunct Professor at Golden Gate University School of Law in San Francisco where she teaches legal research and writing, and from 2011 to 2018 supervised students at the Consumer Rights Clinic, in which students performed legal work at the Justice & Diversity Center's Consumer Debt Defense and Education Clinics.

Ms. Appel is admitted to practice in United States District Courts in the Central District of California; the Eastern District of California; the Northern District of California; and the Southern District of California.

Marcio Valladares was born in Managua, Nicaragua and immigrated to the United States during Nicaragua's civil war. In 1990, Marcio obtained a Bachelor of Science degree in psychology from the University of Florida. In 1993, he obtained his Juris Doctor degree, *magna cum laude*, from Florida State University. He is pursuing a Masters in Law (LL.M.) degree from Columbia University, focusing on federal and comparative law.

Before joining Morgan & Morgan, Marcio worked in both the public and private sectors. He served as a judicial law clerk to the Honorable Steven D. Merryday, United States District Judge, Middle District of Florida, and then served as a judicial law clerk to the Honorable Susan H. Black, United States Circuit Court Judge, Court of Appeals for the Eleventh Circuit. Marcio served as an Assistant United States Attorney for the Middle District of Florida. In the private sector, Marcio practiced commercial litigation and insurance defense at Holland & Knight LLP. Marcio also worked as in-house counsel for the Mayo Clinic. Marcio is fluent in English and Spanish.

Kenya Reddy represents consumers in class action litigation. She graduated from Duke University in 1997 with a degree in political science. In 2000, she received her law degree from the University of Virginia School of Law. Prior to joining Morgan & Morgan, Ms. Reddy was a shareholder at Carlton Fields, P.A., where her primary areas of practice were antitrust, complex civil litigation, class action defense, and business litigation. She also has experience in including labor and employment, products litigation, ERISA and employee benefits law, insurance, healthcare, and securities litigation.

Ms. Reddy has served as a law clerk for the Honorable Charles R. Wilson, United States Circuit Court Judge, Court of Appeals for the Eleventh Circuit, the Honorable Anne C. Conway, former Chief Judge of the United States District Court for the Middle District of Florida, the Honorable Mary S. Scriven, United States District Judge, Middle District of Florida, and the Honorable Karla R. Spaulding, United States Magistrate Judge, Middle District of Florida.

Ms. Reddy was a guest speaker in January 2019 at HarrisMartin's Marriott Data Breach Litigation Conference on the topic of standing in data breach cases. In October 2019, she presented on the topic of third-party litigation funding at the Mass Torts Made Perfect Conference.

Ms. Reddy is admitted to practice in the Northern, Middle, and Southern Districts of Florida.

Ra O. Amen. Mr. Amen was raised in both the California Bay Area and Massachusetts. In 2005, Ra graduated from Stanford University with a B.A. in Economics. After graduating, Ra worked as a Peace Corps volunteer in Morocco teaching English as a second language and business skills to local artisans. Before entering law school, Ra worked for several years in education and in business development for a mobile technology startup. In 2017, he obtained his Juris Doctor degree with Honors from Emory University School of Law. While at Emory Law, he was a Managing Editor of the Bankruptcy Developments Journal, interned at a consumer fraud law practice, and worked in-house with one of the globe's leading metals companies assisting in a diverse array of legal issues ranging from corporate restructuring to international tax and contract disputes. Before joining Morgan & Morgan in 2020, Mr. Amen worked at one of the nation's largest defense law firms in the nation where he specialized in representing clients in complex commercial, administrative, and ecclesiastical disputes. Mr. Amen speaks both English and Spanish, and is an avid guitar player.

Mr. Amen is admitted to practice in Georgia.

**UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

IRMA CARRERA AGUALLO, DROR
HERTZ, KELVIN HOLMES, MELISSA
ANTONIO, MARY MACARONIS, and
GREGGORY VEECH, individually and on
behalf of all others similarly situated,

Plaintiffs,

v.

KEMPER CORPORATION and INFINITY
INSURANCE COMPANY,

Defendants.

Case No. 1:21-cv-01883

Hon. Martha M. Pacold

**DECLARATION OF MELISSA ANTONIO IN SUPPORT OF
PLAINTIFFS' UNOPPOSED MOTION FOR APPROVAL OF
ATTORNEYS' FEES AWARD, EXPENSE REIMBURSEMENT, AND
SERVICE AWARDS TO REPRESENTATIVE PLAINTIFFS**

I, Melissa Antonio, declare as follows:

1. I am a named plaintiff in the above-captioned litigation. I submit this declaration in support of Plaintiffs' Unopposed Motion for Approval of Attorneys' Fees Award, Expense Reimbursement, and Service Awards to Representative Plaintiffs. The following facts are based upon my personal knowledge and, if called upon to do so, I could and would competently testify thereto.

2. I reside in Hernando County, Florida. I applied for coverage with Infinity Insurance Company ("Infinity") for my automobile insurance in about 2017. I understand that Infinity is a wholly owned subsidiary of Kemper Corporation ("Kemper"). I was required by Infinity to supply Infinity and Kemper (collectively, "Defendants") with information, including my full name, Social Security number, vehicle identification number, automobile registration, address, and telephone number. I paid Infinity using my personal debit card, including type and full number, CVV code, and debit card expiration date.

3. On or about March 16, 2021 Defendants sent me a letter (the "Data Breach Notice"), which I received shortly after that date, containing notice of a Data Breach describing that Infinity lost a file containing at least my full name and Social Security number (the "Data Breach").

4. As a result of receiving the Data Breach Notice, I have spent time dealing with the consequences of the breach, including confirming the legitimacy of the Data Breach, and self-monitoring my accounts. I believe I have been placed at an imminent, immediate, and continuing risk of harm through the theft of my name and Social Security number. Further, On or about April 1, 2021, I received a spam phone call from a person purporting to be from the Social Security Administration, seeking to "inform" me of the theft of my Social Security number, which I attribute to the theft of my Personally Identifiable Information ("PII") as a result of the Data Breach.

5. I am not aware of any other data breaches that could have resulted in the theft of my Social Security number. I am very careful about sharing my PII, and I have never knowingly transmitted unencrypted PII over the internet or any other unsecured source.

6. I store any and all documents containing my PII in a safe and secure digital location and I promptly destroy any documents I receive in the mail that contain any of my own PII or that may contain any information that could otherwise be used to compromise my payment card accounts. Also, I periodically change my passwords for my online accounts for added security.

7. I suffered an actual injury by paying money to, and purchasing products from, Defendants' website during the Data Breach—expenditures which I would not have made had Defendants disclosed that they lacked computer systems and data security practices adequate to safeguard customers' PII from theft. Additionally, I have suffered injury in being forced to review phishing emails.

8. I suffered actual injury in the form of damages to and diminution in the value of my PII—a form of intangible property that I entrusted to Defendants for the purpose of purchasing their products, and which was compromised in and as a result of the Data Breach.

9. A portion of the price I paid for the insurance I purchased from Defendants, like all other revenue Defendants obtained from customers, should have been allocated by Defendants to adequately safeguard customers' PII, but it was not. Thus, I overpaid for Defendants' services and should be entitled to restitution for that overpayment.

10. I also suffered lost time, annoyance, interference, and inconvenience as a result of the Data Breach and have serious concerns for the loss of my privacy. I have suffered imminent and impending injury arising from the substantially increased risk of fraud, identity theft, and misuse resulting from my PII being placed in the hands of criminals. I have become worried about this theft of my PII and I have a continuing interest in ensuring that Defendants protect and safeguard my PII, which remains in their possession, from future breaches.

11. After I received Defendants' Notice of Data Breach, I sought out and spoke with experienced attorneys to determine if I would retain them to handle my case. They spent significant time communicating with me about the facts of this case and the law, including what was involved in being a class representative. In the end, I decided to vindicate not only my own rights, but also those of others affected by Defendants' Data Breach incident, by serving as a class

representative in this class action lawsuit. Instrumental in my decision to be a class representative was my own desire to provide recourse to a proposed Class of fellow Kemper and Infinity customers who suffered injury and damages in paying money to, and purchasing products from, Defendants' website during the Data Breach incident, expenditures which they would not have made had Defendants disclosed that they lacked computer systems and data security practices adequate to safeguard customers' PII from theft. Since agreeing to serve, I have diligently and faithfully fulfilled my obligations, and I was instrumental in achieving the relief obtained for the Class.

12. On April 19, 2021, I filed, through my attorneys, on my behalf and on behalf of similarly situated individuals, a First Amended Class Action Complaint.

13. On May 26, 2021, I filed, through my attorneys, on my behalf and on behalf of similarly situated individuals, a Second Amended Class Action Complaint.

14. On September 3, 2021, I filed, through my attorneys, on my behalf and on behalf of similarly situated individuals, a Third Amended Class Action Complaint.

15. I have participated in this litigation from its the filing of the First Amended Class Action Complaint through settlement discussions. I have been in regular contact with my attorneys during the course of this matter.

16. I estimate that I have spent approximately 60 hours of my time on this litigation to date. Among other things, I have spent time: researching my rights and those of the Class; speaking with and otherwise communicating with Class Counsel; producing relevant documents; reviewing pleadings filed in the action, and reviewing the Settlement Agreement and associated filings.

17. I am familiar with the work involved in prosecuting this action and worked closely with my attorneys in prosecuting the action and in obtaining the relief provided by the settlement. Throughout this litigation, I made myself available to discuss developments in the case as part of my duty as a Class Representative. In all, I have devoted significant time and attention to this case.

18. I have fairly represented the absent Class members and herein request that the

Court approve this settlement. I have maintained the best interests of the Class while performing my Class Representative duties.

19. My chosen counsel, Clayeo C. Arnold, A Professional Law Corp., Wolf Haldenstein Adler Freeman & Herz LLC, Mason Lietz & Klinger LLP and Morgan & Morgan Complex Litigation Group, have fairly and adequately represented the interests of the Class, and have demonstrated their valuable experience and qualifications in conducting the pending litigation. They are experienced in prosecuting class actions such as this and have successfully prosecuted numerous class actions in recent years, recovering millions of dollars for class members across the country. They have continued to provide fair and vigorous representation for the Class in this matter.

20. By serving as a Class Representative in this action, I bore a certain amount of risk that other Class members did not bear. In addition to the time I spent participating in the prosecution of this case, I took a risk by coming forward and filing this class action. As a result of my stepping forward and conducting a pre-suit investigation, however, Settlement Class Members will receive the benefits of the settlement to compensate them for the injuries directly and proximately caused by Defendants' failure to implement or maintain adequate data security measures for PII.

21. Based on the foregoing, I respectfully request that this Court award me a service award of \$1,500.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct. Executed this 21 day of December 2021, at Hernando County, Florida.

~~Melissa Antonio~~
Melissa antonio (Dec 21, 2021 18:02 EST)

MELISSA ANTONIO

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

IRMA CARRERA AGUALLO, DROR
HERTZ, KELVIN HOLMES, MELISSA
ANTONIO, MARY MACARONIS, and
GREGGORY VEECH, individually and on
behalf of all others similarly situated,

Plaintiffs,

v.

KEMPER CORPORATION and INFINITY
INSURANCE COMPANY,

Defendants.

Case No. 1:21-cv-01883

Hon. Martha M. Pacold

**DECLARATION OF IRMA CARRERA AGUALLO IN SUPPORT OF PLAINTIFFS'
UNOPPOSED MOTION FOR APPROVAL OF ATTORNEYS' FEES AWARD,
EXPENSE REIMBURSEMENT, AND SERVICE AWARDS TO REPRESENTATIVE
PLAINTIFFS**

I, Irma Carrera Aguallo, declare as follows:

1. I am a named plaintiff in the above-captioned litigation. I submit this declaration in support of Plaintiff's Motion for Approval of Attorneys' Fees Award, Expense Reimbursement, and Service Awards to Representative Plaintiffs. The following facts are based upon my personal knowledge and, if called upon to do so, I could and would competently testify thereto.

2. I reside in Paramount, California. I have been a customer of Kemper Corporation ("Kemper") for my automobile insurance since about August of 2018. I was required by Kemper to supply Kemper with information including my full name, Social Security number, vehicle identification number, automobile registration, address, and telephone number. I paid Kemper using my personal debit card, including type and full number, CVV code, and debit card expiration date.

3. On or about March 16, 2021 Defendants Kemper Corporation and Infinity Insurance Company ("Infinity" and, collectively, "Defendants") sent me a letter (the "Data Breach Notice"), which I received shortly after that date, containing notice of a Data Breach describing that Infinity lost a file containing at least my full name and driver's license number (the "Data Breach").

4. As a result of receiving the Data Breach Notice, I have spent time dealing with the consequences of the breach, including confirming the legitimacy of the Data Breach, reviewing the accounts compromised by the breach, contacting my bank, self-monitoring my accounts, exploring credit monitoring and identity theft insurance options, and signing up for the free credit monitoring service offered by Defendants.

5. I am not aware of any other data breaches that could have resulted in the theft of my Personally Identifiable Information ("PII"), and I have never knowingly transmitted unencrypted PII over the internet or any other unsecured source.

6. I store all documents containing my PII in a safe and secure digital location and I promptly destroy any documents I receive in the mail that contain any of my own PII or that may contain any information that could otherwise be used to compromise my payment card accounts.

Moreover, I diligently choose unique usernames and passwords for my various online accounts, and I periodically change my passwords for added security.

7. I suffered an actual injury by paying money to Defendants during the Data Breach, which I would not have done had Defendants disclosed that they lacked computer systems and data security practices adequate to safeguard customers' PII from theft.

8. I suffered actual injury in the form of damages to and diminution in the value of my PII—a form of intangible property that I entrusted to Defendants for the purpose of purchasing their products, and which was compromised in and as a result of the Data Breach.

9. A portion of the price I paid for the insurance I purchased from Defendants, like all other revenue Defendants obtained from customers, should have been allocated by Defendants to adequately safeguard customers' PII, but it was not. Thus, I overpaid for Defendants' services and should be entitled to restitution for that overpayment.

10. I also suffered lost time, annoyance, interference, and inconvenience as a result of the Data Breach and has serious concerns for the loss of my privacy. I have suffered imminent and impending injury arising from the substantially increased risk of fraud, identity theft, and misuse resulting from my PII being placed in the hands of criminals. I have become worried about this theft of my PII and I have a continuing interest in ensuring that Defendants protect and safeguard my PII, which remains in their possession, from future breaches.

11. After I received Defendants' Notice of Data Breach, I sought out and spoke with experienced attorneys to determine if I would retain them to handle my case. They spent significant time communicating with me about the facts of this case and the law, including what was involved in being a class representative. In the end, I decided to vindicate not only my own rights, but also those of others affected by Defendants' Data Breach incident, by serving as a class representative in this class action lawsuit. Instrumental in my decision to be a class representative was my own desire to provide recourse to a proposed Class of fellow Kemper and Infinity customers who suffered injury and damages in paying money to, and purchasing products from, Defendants' website during the Data Breach incident, expenditures which they would not have made had Defendants disclosed that they lacked computer systems and data security practices

adequate to safeguard customers' PII from theft. Since agreeing to serve, I have diligently and faithfully fulfilled my obligations, and I was instrumental in achieving the relief obtained for the Class.

12. On April 8, 2021, I filed, through my attorneys, on my behalf and on behalf of similarly situated individuals, a Class Action Complaint.

13. On April 19, 2021, I filed, through my attorneys, on my behalf and on behalf of similarly situated individuals, a First Amended Class Action Complaint.

14. On May 26, 2021, I filed, through my attorneys, on my behalf and on behalf of similarly situated individuals, a Second Amended Class Action Complaint.

15. On September 3, 2021, I filed, through my attorneys, on my behalf and on behalf of similarly situated individuals, a Third Amended Class Action Complaint.

16. I have participated in this litigation from its inception through settlement discussions. I have been in regular contact with my attorneys during the course of this matter.

17. I estimate that I have spent approximately 10 hours of my time on this litigation to date. Among other things, I have spent time: researching my rights and those of the Class; speaking with and otherwise communicating with Class Counsel; producing relevant documents; reviewing pleadings filed in the action and reviewing the Settlement Agreement and associated filings.

18. I am familiar with the work involved in prosecuting this action and worked closely with my attorneys in prosecuting the action and in obtaining the relief provided by the settlement. Throughout this litigation, I made myself available to discuss developments in the case as part of my duty as a Class Representative. In all, I have devoted significant time and attention to this case.

19. I have fairly represented the absent Class members and herein request that the Court approve this settlement. I have maintained the best interests of the Class while performing my Class Representative duties.

20. My chosen counsel, Clayco C. Arnold, A Professional Law Corp., Wolf Haldenstein Adler Freeman & Herz LLP, Mason Lietz & Klinger LLP and Morgan & Morgan

Complex Litigation Group, have fairly and adequately represented the interests of the Class, and have demonstrated their valuable experience and qualifications in conducting the pending litigation. They are experienced in prosecuting class actions such as this and have successfully prosecuted numerous class actions in recent years, recovering millions of dollars for class members across the country. They have continued to provide fair and vigorous representation for the Class in this matter.

21. By serving as a Class Representative in this action, I bore a certain amount of risk that other Class members did not bear. In addition to the time I spent participating in the prosecution of this case, I took a risk by coming forward and filing this class action. As a result of my stepping forward and conducting a pre-suit investigation, however, Settlement Class Members will receive the benefits of the settlement to compensate them for the injuries directly and proximately caused by Defendants' failure to implement or maintain adequate data security measures for PII.

22. Based on the foregoing, I respectfully request that this Court award me a service award of \$1,500.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct. Executed this 22 day of December 2021, in Paramount, California.

Irma carrera aguayo

IRMA CARRERA AGUALLO

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

IRMA CARRERA AGUALLO, DROR
HERTZ, KELVIN HOLMES, MELISSA
ANTONIO, MARY MACARONIS, and
GREGGORY VEECH, individually and on
behalf of all others similarly situated,

Plaintiffs,

v.

KEMPER CORPORATION and INFINITY
INSURANCE COMPANY,

Defendants.

Case No. 1:21-cv-01883

Hon. Martha M. Pacold

**DECLARATION OF DROR HERTZ IN SUPPORT OF PLAINTIFFS' UNOPPOSED
MOTION FOR APPROVAL OF ATTORNEYS' FEES AWARD, EXPENSE
REIMBURSEMENT, AND SERVICE AWARDS TO REPRESENTATIVE PLAINTIFFS**

I, Dror Hertz, declare as follows:

1. I am a named plaintiff in the above-captioned litigation. I submit this declaration in support of Plaintiff's Motion for Approval of Attorneys' Fees Award, Expense Reimbursement, and Service Awards to Representative Plaintiffs. The following facts are based upon my personal knowledge and, if called upon to do so, I could and would competently testify thereto.

2. I reside in Broward County, Florida. I was required by Kemper to supply Kemper with information including my full name, Social Security number, vehicle identification number, automobile registration, address, and telephone number. I paid Kemper using my personal debit card, including type and full number, CVV code, and debit card expiration date.

3. On or about March 16, 2021 Defendants Kemper Corporation and Infinity Insurance Company ("Infinity" and, collectively, "Defendants") sent me a letter (the "Data Breach Notice"), which I received shortly after that date, containing notice of a Data Breach describing that Infinity lost a file containing at least my full name and Social Security number (the "Data Breach").

4. As a result of receiving the Data Breach Notice, I have spent time dealing with the consequences of the breach, including confirming the legitimacy of the Data Breach, reviewing the accounts compromised by the breach, contacting my bank, self-monitoring my accounts, exploring credit monitoring and identity theft insurance options, and signing up for the free credit monitoring service offered by Defendants.

5. I am not aware of any other data breaches that could have resulted in the theft of my Personally Identifiable Information ("PII"), and I have never knowingly transmitted unencrypted PII over the internet or any other unsecured source.

6. I store all documents containing my PII in a safe and secure digital location and I promptly destroy any documents I receive in the mail that contain any of my own PII or that may contain any information that could otherwise be used to compromise my payment card accounts. Moreover, I diligently choose unique usernames and passwords for my various online accounts, and I periodically change my passwords for added security.

7. I suffered an actual injury by paying money to Defendants during the Data Breach which I would not have made had Defendants disclosed that they lacked computer systems and data security practices adequate to safeguard customers' PII from theft.

8. I suffered actual injury in the form of damages to and diminution in the value of my PII—a form of intangible property that I entrusted to Defendants for the purpose of purchasing their products, and which was compromised in and as a result of the Data Breach.

9. A portion of the price I paid for the insurance I purchased from Defendants, like all other revenue Defendants obtained from customers, should have been allocated by Defendants to adequately safeguard customers' PII, but it was not. Thus, I overpaid for Defendants' services and should be entitled to restitution for that overpayment.

10. I also suffered lost time, annoyance, interference, and inconvenience as a result of the Data Breach and has serious concerns for the loss of my privacy. I have suffered imminent and impending injury arising from the substantially increased risk of fraud, identity theft, and misuse resulting from my PII being placed in the hands of criminals. I have become worried about this theft of my PII and I have a continuing interest in ensuring that Defendants protect and safeguard my PII, which remains in their possession, from future breaches.

11. After I received Defendants' Notice of Data Breach, I sought out and spoke with experienced attorneys to determine if I would retain them to handle my case. They spent significant time communicating with me about the facts of this case and the law, including what was involved in being a class representative. In the end, I decided to vindicate not only my own rights, but also those of others affected by Defendants' Data Breach incident, by serving as a class representative in this class action lawsuit. Instrumental in my decision to be a class representative was my own desire to provide recourse to a proposed Class of fellow Kemper and Infinity customers who suffered injury and damages in paying money to, and purchasing products from, Defendants' website during the Data Breach incident, expenditures which they would not have made had Defendants disclosed that they lacked computer systems and data security practices adequate to safeguard customers' PII from theft. Since agreeing to serve, I have diligently and faithfully fulfilled my obligations, and I was instrumental in achieving the relief obtained for the

Class.

12. On April 8, 2021, I filed, through my attorneys, on my behalf and on behalf of similarly situated individuals, a Class Action Complaint.

13. On April 19, 2021, I filed, through my attorneys, on my behalf and on behalf of similarly situated individuals, a First Amended Class Action Complaint.

14. On May 26, 2021, I filed, through my attorneys, on my behalf and on behalf of similarly situated individuals, a Second Amended Class Action Complaint.

15. On September 3, 2021, I filed, through my attorneys, on my behalf and on behalf of similarly situated individuals, a Third Amended Class Action Complaint.

16. I have participated in this litigation from its inception through settlement discussions. I have been in regular contact with my attorneys during the course of this matter.

17. I estimate that I have spent approximately 10 hours of my time on this litigation to date. Among other things, I have spent time: researching my rights and those of the Class; speaking with and otherwise communicating with Class Counsel; producing relevant documents; reviewing pleadings filed in the action and reviewing the Settlement Agreement and associated filings.

18. I am familiar with the work involved in prosecuting this action and worked closely with my attorneys in prosecuting the action and in obtaining the relief provided by the settlement. Throughout this litigation, I made myself available to discuss developments in the case as part of my duty as a Class Representative. In all, I have devoted significant time and attention to this case.

19. I have fairly represented the absent Class members and herein request that the Court approve this settlement. I have maintained the best interests of the Class while performing my Class Representative duties.

20. My chosen counsel, Clayeo C. Arnold, A Professional Law Corp., Wolf Haldenstein Adler Freeman & Herz LLP, Mason Lietz & Klinger LLP and Morgan & Morgan Complex Litigation Group, have fairly and adequately represented the interests of the Class, and have demonstrated their valuable experience and qualifications in conducting the pending

litigation. They are experienced in prosecuting class actions such as this and have successfully prosecuted numerous class actions in recent years, recovering millions of dollars for class members across the country. They have continued to provide fair and vigorous representation for the Class in this matter.

21. By serving as a Class Representative in this action, I bore a certain amount of risk that other Class members did not bear. In addition to the time I spent participating in the prosecution of this case, I took a risk by coming forward and filing this class action. As a result of my stepping forward and conducting a pre-suit investigation, however, Settlement Class Members will receive the benefits of the settlement to compensate them for the injuries directly and proximately caused by Defendants' failure to implement or maintain adequate data security measures for PII.

22. Based on the foregoing, I respectfully request that this Court award me a service award of \$1,500.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct. Executed this 20 day of December 2021, in Broward County, Florida.



DROR HERTZ

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

IRMA CARRERA AGUALLO, DROR
HERTZ, KELVIN HOLMES, MELISSA
ANTONIO, MARY MACARONIS, and
GREGGORY VEECH, individually and on
behalf of all others similarly situated,

Plaintiffs,

v.

KEMPER CORPORATION and INFINITY
INSURANCE COMPANY,

Defendants.

Case No. 1:21-cv-01883

Hon. Martha M. Pacold

**DECLARATION OF KELVIN HOLMES IN SUPPORT OF PLAINTIFFS' UNOPPOSED
MOTION FOR APPROVAL OF ATTORNEYS' FEES AWARD, EXPENSE
REIMBURSEMENT, AND SERVICE AWARDS TO REPRESENTATIVE PLAINTIFFS**

I, Kelvin Holmes, declare as follows:

1. I am a named plaintiff in the above-captioned litigation. I submit this declaration in support of Plaintiff's Motion for Approval of Attorneys' Fees Award, Expense Reimbursement, and Service Awards to Representative Plaintiffs. The following facts are based upon my personal knowledge and, if called upon to do so, I could and would competently testify thereto.

2. I reside in Polk County, Georgia. I have been a customer of Kemper Corporation ("Kemper") for my automobile insurance since about September of 2020. I was required by Kemper to supply Kemper with information including my full name, Social Security number, vehicle identification number, automobile registration, address, and telephone number. I paid Kemper using my personal debit card, including type and full number, CVV code, and debit card expiration date.

3. On or about March 16, 2021 Defendants Kemper Corporation and Infinity Insurance Company ("Infinity" and, collectively, "Defendants") sent me a letter (the "Data Breach Notice"), which I received shortly after that date, containing notice of a Data Breach describing that Infinity lost a file containing at least my full name and Social Security number (the "Data Breach").

4. As a result of receiving the Data Breach Notice, I have spent time dealing with the consequences of the breach, including confirming the legitimacy of the Data Breach, reviewing the accounts compromised by the breach, contacting my bank, self-monitoring my accounts, exploring credit monitoring and identity theft insurance options, and signing up for the free credit monitoring service offered by Defendants.

5. I am not aware of any other data breaches that could have resulted in the theft of my Personally Identifiable Information ("PII"), and I have never knowingly transmitted unencrypted PII over the internet or any other unsecured source.

6. I store all documents containing my PII in a safe and secure digital location and I promptly destroy any documents I receive in the mail that contain any of my own PII or that may contain any information that could otherwise be used to compromise my payment card accounts.

Moreover, I diligently choose unique usernames and passwords for my various online accounts, and I periodically change my passwords for added security.

7. I suffered an actual injury by paying money to, and purchasing products from, Defendants during the Data Breach—expenditures which I would not have made had Defendants disclosed that they lacked computer systems and data security practices adequate to safeguard customers' PII from theft.

8. I suffered actual injury in the form of damages to and diminution in the value of my PII—a form of intangible property that I entrusted to Defendants for the purpose of purchasing their products, and which was compromised in and as a result of the Data Breach.

9. A portion of the price I paid for the insurance I purchased from Defendants, like all other revenue Defendants obtained from customers, should have been allocated by Defendants to adequately safeguard customers' PII, but it was not. Thus, I overpaid for Defendants' services and should be entitled to restitution for that overpayment.

10. I also suffered lost time, annoyance, interference, and inconvenience as a result of the Data Breach and has serious concerns for the loss of my privacy. I have suffered imminent and impending injury arising from the substantially increased risk of fraud, identity theft, and misuse resulting from my PII being placed in the hands of criminals. I have become worried about this theft of my PII and I have a continuing interest in ensuring that Defendants protect and safeguard my PII, which remains in their possession, from future breaches.

11. After I received Defendants' Notice of Data Breach, I sought out and spoke with experienced attorneys to determine if I would retain them to handle my case. They spent significant time communicating with me about the facts of this case and the law, including what was involved in being a class representative. In the end, I decided to vindicate not only my own rights, but also those of others affected by Defendants' Data Breach incident, by serving as a class representative in this class action lawsuit. Instrumental in my decision to be a class representative was my own desire to provide recourse to a proposed Class of fellow Kemper and Infinity customers who suffered injury and damages in paying money to, and purchasing products from, Defendants' website during the Data Breach incident, expenditures which they would not have

made had Defendants disclosed that they lacked computer systems and data security practices adequate to safeguard customers' PII from theft. Since agreeing to serve, I have diligently and faithfully fulfilled my obligations, and I was instrumental in achieving the relief obtained for the Class.

12. On April 8, 2021, I filed, through my attorneys, on my behalf and on behalf of similarly situated individuals, a Class Action Complaint.

13. On April 19, 2021, I filed, through my attorneys, on my behalf and on behalf of similarly situated individuals, a First Amended Class Action Complaint.

14. On May 26, 2021, I filed, through my attorneys, on my behalf and on behalf of similarly situated individuals, a Second Amended Class Action Complaint.

15. On September 3, 2021, I filed, through my attorneys, on my behalf and on behalf of similarly situated individuals, a Third Amended Class Action Complaint.

16. I have participated in this litigation from its inception through settlement discussions. I have been in regular contact with my attorneys during the course of this matter.

17. I estimate that I have spent approximately 10 hours of my time on this litigation to date. Among other things, I have spent time: researching my rights and those of the Class; speaking with and otherwise communicating with Class Counsel; producing relevant documents; reviewing pleadings filed in the action and reviewing the Settlement Agreement and associated filings.

18. I am familiar with the work involved in prosecuting this action and worked closely with my attorneys in prosecuting the action and in obtaining the relief provided by the settlement. Throughout this litigation, I made myself available to discuss developments in the case as part of my duty as a Class Representative. In all, I have devoted significant time and attention to this case.

19. I have fairly represented the absent Class members and herein request that the Court approve this settlement. I have maintained the best interests of the Class while performing my Class Representative duties.

20. My chosen counsel, Clayeo C. Arnold, A Professional Law Corp., Wolf

Haldenstein Adler Freeman & Herz LLP, Mason Lietz & Klinger LLP and Morgan & Morgan Complex Litigation Group, have fairly and adequately represented the interests of the Class, and have demonstrated their valuable experience and qualifications in conducting the pending litigation. They are experienced in prosecuting class actions such as this and have successfully prosecuted numerous class actions in recent years, recovering millions of dollars for class members across the country. They have continued to provide fair and vigorous representation for the Class in this matter.

21. By serving as a Class Representative in this action, I bore a certain amount of risk that other Class members did not bear. In addition to the time I spent participating in the prosecution of this case, I took a risk by coming forward and filing this class action. As a result of my stepping forward and conducting a pre-suit investigation, however, Settlement Class Members will receive the benefits of the settlement to compensate them for the injuries directly and proximately caused by Defendants' failure to implement or maintain adequate data security measures for PII.

22. Based on the foregoing, I respectfully request that this Court award me a service award of \$1,500.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct. Executed this 20th day of December 2021, in Polk County, Georgia.



KELVIN HOLMES

**UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

IRMA CARRERA AGUALLO, DROR
HERTZ, KELVIN HOLMES, MELISSA
ANTONIO, MARY MACARONIS, and
GREGGORY VEECH, individually and on
behalf of all others similarly situated,

Plaintiffs,

v.

KEMPER CORPORATION and INFINITY
INSURANCE COMPANY,

Defendants.

Case No. 1:21-cv-01883

Hon. Martha M. Pacold

**DECLARATION OF MARY MACARONIS IN SUPPORT OF
PLAINTIFFS' UNOPPOSED MOTION FOR APPROVAL OF
ATTORNEYS' FEES AWARD, EXPENSE REIMBURSEMENT, AND
SERVICE AWARDS TO REPRESENTATIVE PLAINTIFFS**

I, Mary Macaronis, declare as follows:

1. I am a named plaintiff in the above-captioned litigation. I submit this declaration in support of Plaintiffs' Unopposed Motion for Approval of Attorneys' Fees Award, Expense Reimbursement, and Service Awards to Representative Plaintiffs. The following facts are based upon my personal knowledge and, if called upon to do so, I could and would competently testify thereto.

2. I reside in Orange County, Florida. I do not recall ever being a customer of Infinity Insurance Company ("Infinity") or Kemper Corporation ("Kemper," and collectively with Infinity, "Defendants") or applying for insurance with either of the Defendants. On or about January 16, 2021, I received a phone call, from someone whom I believed to be an account manager at SunTrust, notifying me of fraudulent activity on my SunTrust bank account. During the phone call, I checked my SunTrust account online and discovered a \$10,000 withdrawal. The caller was aware of my full personal information and had access to my bank account records. I was told by the individual that SunTrust would be able to stop the withdrawal if I opened a new account and transferred \$10,000 into the new account by purchasing gift cards totaling that amount. I was led to believe that after providing the gift card account numbers to the "SunTrust account manager" with whom I was dealing, the \$10,000 would be deposited to my account. The money was never deposited, and I later learned that the person with whom I had been speaking was not in fact a SunTrust representative. I disputed the \$10,000 withdrawal, but SunTrust denied assistance or reimbursement.

3. On or about March 16, 2021, Defendants sent me a letter (the "Data Breach Notice"), which I received shortly after that date, containing notice of a Data Breach describing that Infinity had previously lost a file containing at least my full name and Social Security number (the "Data Breach").

4. As a result of receiving the Data Breach Notice, I have spent time dealing with the consequences of the breach, including confirming the legitimacy of the Data Breach, self-monitoring my accounts, and working with my bank to handle the fraudulent activity which occurred on my account. I believe I have been placed at the imminent, immediate, and continuing

risk of harm through the theft of my name and Social Security number as a result of the Data Breach.

5. I am not aware of any other data breaches that could have resulted in the theft of my Social Security number or Personally Identifiable Information (“PII”). I am very careful about sharing my PII, and I have never knowingly transmitted unencrypted PII over the internet or any other unsecured source.

6. I store any and all documents containing my PII in a safe and secure location and I promptly destroy any documents I receive in the mail that contain any of my own PII or that may contain any information that could otherwise be used to compromise my payment card accounts or bank account.

7. I suffered an actual injury in the form of monetary losses stemming from the fraudulent activity on my bank account as a result of the Data Breach—expenditures which I would not have made had Defendants disclosed that they lacked computer systems and data security practices adequate to safeguard customers’ PII from theft and that they were storing my information on such systems.

8. I suffered actual injury in the form of damages to and diminution in the value of my PII—a form of intangible property that was in the hands of Defendants and which was compromised in and as a result of the Data Breach.

9. A portion of the price of premiums from Defendants’ customers, like all other revenue Defendants obtained from customers, should have been allocated by Defendants to adequately safeguard customers’ PII and the PII of others that Defendants collect in the business of handling sensitive insurance claims, but it was not. Thus, I believe Defendants’ customers overpaid and I believe they should be entitled to restitution for that overpayment.

10. I also suffered lost time, annoyance, interference, and inconvenience as a result of the Data Breach and have serious concerns for the loss of my privacy. I have suffered imminent and impending injury arising from the substantially increased risk of fraud, identity theft, and misuse resulting from my PII being placed in the hands of criminals. I have become worried about this theft of my PII and I have a continuing interest in ensuring that Defendants protect and

safeguard my PII, which remains in their possession, from future breaches.

11. After I received Defendants' Notice of Data Breach, I sought out and spoke with experienced attorneys to determine if I would retain them to handle my case. They spent significant time communicating with me about the facts of this case and the law, including what was involved in being a class representative. In the end, I decided to vindicate not only my own rights, but also those of others affected by Defendants' Data Breach incident, by serving as a class representative in this class action lawsuit. Instrumental in my decision to be a class representative was my own desire to provide recourse to a proposed Class of fellow victims of Defendants' Data Breach, including customers and those who suffered injury and damages in paying money to third parties as a result of the Data Breach. Since agreeing to serve, I have diligently and faithfully fulfilled my obligations, and I was instrumental in achieving the relief obtained for the Class.

12. On April 19, 2021, I filed, through my attorneys, on my behalf and on behalf of similarly situated individuals, a First Amended Class Action Complaint.

13. On May 26, 2021, I filed, through my attorneys, on my behalf and on behalf of similarly situated individuals, a Second Amended Class Action Complaint.

14. On September 3, 2021, I filed, through my attorneys, on my behalf and on behalf of similarly situated individuals, a Third Amended Class Action Complaint.

15. I have participated in this litigation from the filing of the First Amended Class Action Complaint through settlement discussions. I have been in regular contact with my attorneys during the course of this matter.

16. I estimate that I have spent approximately 75 hours of my time on this litigation to date. Among other things, I have spent time: researching my rights and those of the Class; speaking with and otherwise communicating with Class Counsel; producing relevant documents; reviewing pleadings filed in the action, and reviewing the Settlement Agreement and associated filings.

17. I am familiar with the work involved in prosecuting this action and worked closely with my attorneys in prosecuting the action and in obtaining the relief provided by the settlement. Throughout this litigation, I made myself available to discuss developments in the case as part of

my duty as a Class Representative. In all, I have devoted significant time and attention to this case.

18. I have fairly represented the absent Class members and herein request that the Court approve this settlement. I have maintained the best interests of the Class while performing my Class Representative duties.

19. My chosen counsel, Clayeo C. Arnold, A Professional Law Corp., Wolf Haldenstein Adler Freeman & Herz LLC, Mason Lietz & Klinger LLP and Morgan & Morgan Complex Litigation Group, have fairly and adequately represented the interests of the Class, and have demonstrated their valuable experience and qualifications in conducting the pending litigation. They are experienced in prosecuting class actions such as this and have successfully prosecuted numerous class actions in recent years, recovering millions of dollars for class members across the country. They have continued to provide fair and vigorous representation for the Class in this matter.

20. By serving as a Class Representative in this action, I bore a certain amount of risk that other Class members did not bear. In addition to the time I spent participating in the prosecution of this case, I took a risk by coming forward and filing this class action. As a result of my stepping forward and conducting a pre-suit investigation, however, Settlement Class Members will receive the benefits of the settlement to compensate them for the injuries directly and proximately caused by Defendants' failure to implement or maintain adequate data security measures for PII.

21. Based on the foregoing, I respectfully request that this Court award me a service award of \$1,500.

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

Executed this 12/21/2021, at Orange County, Florida.

Mary Macaronis

MARY MACARONIS

**IN THE UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

IRMA CARRERA AGUALLO, DROR
HERTZ, KELVIN HOLMES, MELISSA
ANTONIO, MARY MACARONIS, and
GREGGORY VEECH, individually and on
behalf of all others similarly situated,

Plaintiffs,

v.

KEMPER CORPORATION and INFINITY
INSURANCE COMPANY,

Defendants.

Case No. 1:21-cv-01883

Hon. Martha M. Pacold

**DECLARATION OF GREGGORY VEECH IN SUPPORT OF
PLAINTIFFS' UNOPPOSED MOTION FOR APPROVAL OF
ATTORNEYS' FEES AWARD, EXPENSE REIMBURSEMENT, AND
SERVICE AWARDS TO REPRESENTATIVE PLAINTIFFS**

I, Gregory Veech, declare as follows:

1. I am a named plaintiff in the above-captioned litigation. I submit this declaration in support of Plaintiffs' Unopposed Motion for Approval of Attorneys' Fees Award, Expense Reimbursement, and Service Awards to Representative Plaintiffs. The following facts are based upon my personal knowledge and, if called upon to do so, I could and would competently testify thereto.

2. I reside in Broome County, New York.

3. On or about May 25, 2021 Defendant Infinity Insurance Company ("Infinity" and, collectively with Kemper Corporation, "Defendants") sent me a letter (the "Data Breach Notice"), which I received shortly after that date, containing notice of a Data Breach describing that an "unauthorized actor" targeted Infinity's insurance application prefill system beginning on January 7, 2021 and extracted my Personally Identifiable Information ("PII"), including, at least, my full name and driver's license number (the "Data Breach").

4. I have experienced a dramatic increase in the number of phishing calls and texts I receive since late January 2021. I estimate that I receive twice as many scam texts since January 2021 than I did before that time. I have spent time dealing with the consequences of the Data Breach, including confirming the legitimacy of the Data Breach, self-monitoring my accounts, and working with my bank to handle the fraudulent activity which occurred on my account. I believe I have been placed at an imminent, immediate, and continuing risk of harm through the theft of my name and Social Security number as a result of the Data Breach. Also, in or about March 2021, I was notified by an auto insurance company that "my application" for insurance was accepted and that "I" owed a premium. I, however, had not applied for this insurance. I later discovered that an unauthorized third party used my PII to initiate this fraud, and I promptly closed the policy.

5. I am not aware of any other data breaches that could have resulted in the theft of my Social Security number or PII. I am very careful about sharing my PII, and I have never knowingly transmitted unencrypted PII over the internet or any other unsecured source.

6. I store any and all documents containing my PII in a safe and secure digital

location and I promptly destroy any documents I receive in the mail that contain any of my own PII or that may contain any information that could otherwise be used to compromise my payment card accounts or bank account.

7. I suffered an actual injury in the form of identity theft, a bill for fraudulent activity, and lost time stemming from the fraudulent activity as a result of the Data Breach.

8. I suffered actual injury in the form of damages to and diminution in the value of my PII—a form of intangible property that was in the hands of Defendants and which was compromised in and as a result of the Data Breach.

9. A portion of the price of premiums from Defendants' customers, like all other revenue Defendants obtained from customers, should have been allocated by Defendants to adequately safeguard customers' PII and the PII of others that Defendants collect in the business of handling sensitive insurance claims, but it was not. Thus, I believe Defendants' customers overpaid and I believe they should be entitled to restitution for that overpayment.

10. I also suffered lost time, annoyance, interference, and inconvenience as a result of the Data Breach and have serious concerns for the loss of my privacy. I have suffered imminent and impending injury arising from the substantially increased risk of fraud, identity theft, and misuse resulting from my PII being placed in the hands of criminals. I have become worried about this theft of my PII and I have a continuing interest in ensuring that Defendants protect and safeguard my PII, which remains in their possession, from future breaches.

11. After I received Defendants' Notice of Data Breach, I sought out and spoke with experienced attorneys to determine if I would retain them to handle my case. They spent significant time communicating with me about the facts of this case and the law, including what was involved in being a class representative. In the end, I decided to vindicate not only my own rights, but also those of others affected by Defendants' Data Breach incident, by serving as a class representative in this class action lawsuit. Instrumental in my decision to be a class representative was my own desire to provide recourse to a proposed Class of fellow victims of Defendants' Data Breach, including customers and those who suffered injury and damages in paying money to third parties as a result of the Data Breach incident. Since agreeing to serve, I have diligently and

faithfully fulfilled my obligations, and I was instrumental in achieving the relief obtained for the Class.

12. On September 3, 2021, I filed, through my attorneys, on my behalf and on behalf of similarly situated individuals, a Third Amended Class Action Complaint.

13. I have participated in this litigation from the filing of the Third Amended Complaint through settlement discussions. I have been in regular contact with my attorneys during the course of this matter.

14. I estimate that I have spent approximately 100 hours of my time on this litigation to date. Among other things, I have spent time: researching my rights and those of the Class; speaking with and otherwise communicating with Class Counsel; producing relevant documents; reviewing pleadings filed in the action, and reviewing the Settlement Agreement and associated filings.

15. I am familiar with the work involved in prosecuting this action and worked closely with my attorneys in prosecuting the action and in obtaining the relief provided by the settlement. Throughout this litigation, I made myself available to discuss developments in the case as part of my duty as a Class Representative. In all, I have devoted significant time and attention to this case.

16. I have fairly represented the absent Class members and herein request that the Court approve this settlement. I have maintained the best interests of the Class while performing my Class Representative duties.

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18. By serving as a Class Representative in this action, I bore a certain amount of risk that other Class members did not bear. In addition to the time I spent participating in the prosecution of this case, I took a risk by coming forward and filing this class action. As a result of my stepping forward and conducting a pre-suit investigation, however, Settlement Class Members will receive the benefits of the settlement to compensate them for the injuries directly and proximately caused by Defendants' failure to implement or maintain adequate data security measures for PII.

19. Based on the foregoing, I respectfully request that this Court award me a service award of \$1,500.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct. Executed this 21 day of December 2021, at Broome County, New York.



GREGGORY VEECH