

**CAUSE NO. 342-362862-25**

**ALEX LAWRENCE and AMANDA  
LAWRENCE ET AL.,**  
individually and on behalf of all others  
similarly situated,

Plaintiffs,

v.

**WHITLEY PENN LLP,**

Defendant.

IN THE DISTRICT COURT

TARRANT COUNTY, TEXAS

342<sup>ND</sup> JUDICIAL DISTRICT

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**PLAINTIFFS' MEMORANDUM IN SUPPORT OF UNOPPOSED MOTION FOR  
ATTORNEYS' FEES, COSTS, AND SERVICE AWARDS**

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Plaintiffs Alex Lawrence, Amanda Lawrence, Marcus Nordstrom, Alisha Patel, and Jeremy Raphael (“Plaintiffs”) submit this Memorandum in Support of Plaintiffs’ Unopposed Motion for Attorneys’ Fees, Costs, and Service Awards.

## **I. INTRODUCTION**

On February 20, 2026, this Court issued an Order that preliminarily approved the Class Action Settlement between Plaintiffs and Defendant Whitley Penn, LLP (“Defendant” or “Whitley Penn”) and directed notice to issue to the Class. After vigorous advocacy and negotiation, the Parties have reached a settlement that is fair, adequate, and reasonable. Class counsel’s efforts created a settlement valued at \$549,372.80. Additionally, the Defendant has implemented heightened data security practices that will be valued at approximately \$180,000.

As compensation for the significant benefit conferred on the Settlement Class, Class Counsel respectfully move the Court for an award of \$75,023.97 in fees and \$2,476.03 in costs, totaling \$77,500. The fees portion of the request represents approximately 13.66% of the benefit negotiated for the Class—not including the \$180,000 in equitable relief implemented by Whitley Penn—and represents a negative lodestar multiplier of .45, excluding any further costs that may be incurred in concluding the Settlement Administration and preparing materials in support of Final Approval. This request should be approved because it represents a negative multiplier of Class Counsels’ combined lodestar, and a positive multiplier is appropriate in light of the substantial risks presented in prosecuting this action in a rapidly evolving area of law, and the skills and experience required to carry out the work necessary to do so. Plaintiffs also respectfully move the Court for an award of \$2,500 for each Plaintiff for their work on behalf of the Class. Defendant

does not oppose Plaintiffs' request for attorneys' fees, costs, and Service Awards,<sup>1</sup> and thus far, Class Counsel has received no Class Member objections.

## **II. CASE SUMMARY**

### **A. The Data Incident**

On January 30, 2024, Whitley Penn disclosed to its impacted customers it experienced a data breach by mailing a Notice Letter. Plaintiffs' Original Petition ("Petition"), ¶ 75. According to the Notice Letter, the Data Incident occurred sometime before October 31, 2023, when Whitley Penn became aware of the Breach due to "suspicious activity within a certain Whitley Penn email account." Petition, ¶ 76. Defendant "immediately" investigated the incident but waited three months to notify its impacted customers. Petition, ¶ 77. Defendant's Notice Letter stated that its investigation concluded on November 21, 2023 and determined that the breach was the result of a "malicious cyberattack," but did not explain what caused the breach, which systems were exposed, and why Defendant waited so long to notify its customers. Petition, ¶ 78. The potentially compromised PII includes first and last names, addresses, birth dates, driver's license numbers, passport numbers, Social Security numbers, K-1 visa information, taxpayer identification numbers, banking account information, PIN numbers, and other financial information. Petition, ¶ 6.

Plaintiffs, along with more than 700 others, were victims of this Data Incident. Petition, ¶¶ 3, 19-63. Whitley Penn denies these allegations and denies that Plaintiffs and the Settlement Class are entitled to any relief. Settlement Agreement at 2.

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<sup>1</sup> See Settlement Agreement §§ 8.1, 9.1, filed as Ex. 1 to Pls. Mot. for Preliminary Approval of Class Action Settlement (hereafter "Settlement Agreement").

## **B. The Petition and Procedural Posture**

On or around July 11, 2024, Plaintiffs mailed Whitley Penn a Pre-Suit Notice regarding their impending lawsuit, including a copy of the draft Petition. Settlement Agreement at 1. Arm's length settlement discussions began shortly thereafter, and after several months of negotiation, the Parties reached an agreement in principle. *Id.* The Parties continued to diligently negotiate, draft, and finalize the settlement agreement, notice forms, and came to an agreement on a claims process and administrator ("Settlement Administrator"). *See generally, id.* The Settlement Agreement was finalized by the Parties on May 23, 2025. *Id.* at 1.

On March 17, 2025, Plaintiffs filed their Petition in the District Court for Tarrant County, Texas. *See generally, Petition.* The Petition alleged 11 causes of action: negligence; negligence per se; breach of third party beneficiary contract; breach of implied contract; unjust enrichment; and violations of Tex. Bus. & Com. Code §§ 17.41 *et seq.*, N.Y. Gen. Bus. L. § 349, Va. Code Ann. §§ 59.1-196, *et seq.*, Cal. Bus. & Prof. Code §§ 17200 *et seq.*, Cal. Civ. Code §§ 1798.80 *et seq.*, and Cal. Civ. Code §§ 1798.100, *et seq.* Petition, ¶¶ 198-345. Whitley Penn filed an Original Answer and Affirmative Defenses on April 4, 2025.

Plaintiffs sought certification of a class of persons including "[a]ll persons residing in the United States whose PII was compromised in the Data Breach," with four state-specific subclasses for persons residing in California, New York, Texas, and Virginia (respectively), whose PII was compromised in the Data Breach. Petition, ¶ 187.

Plaintiffs sought equitable relief enjoining Whitley Penn from engaging in the wrongful conduct complained of and compelling Whitley Penn to utilize appropriate methods and policies with respect to consumer data collection, storage, and safety. *Id.* ¶¶ 70-71. Further, Plaintiffs sought an award of actual and compensatory damages as well as attorneys' fees and costs, and any such further relief as may be deemed just and proper. *Id.*

### III. SUMMARY OF SETTLEMENT

The Settlement Class includes approximately 716 people and is defined as:

“[A]ll natural persons residing in the United States who were mailed written notification by Whitley Penn that their Personal Information was potentially accessed, viewed, and/or obtained as a result of the Data Incident which occurred between September 5, 2023 and October 31, 2023.”

Settlement Agreement ¶ 1.39. The Settlement Class specifically excludes: (1) the Judges presiding over the Action and members of their immediate families and their staff; (2) Whitley Penn, its subsidiaries, parent companies, successors, predecessors, and any entity in which Whitley Penn or its parents, have a controlling interest, and its current or former officers and directors; (3) natural persons who properly execute and submit a Request for Exclusion prior to the expiration of the Opt-Out Period; and (4) the successors or assigns of any such excluded natural person. *Id.* ¶ 1.39.

#### A. Settlement Benefits

The Settlement provides Settlement Class Members with benefits targeted at remediating the specific harms they have suffered as a result of the Data Incident. Plaintiffs’ Counsel has negotiated three separate significant Settlement Benefits on behalf of the Settlement Class: (1) pro rata settlement fund payments, (2) 24 months of free access to a financial shield product including credit monitoring protection services, and (3) information security improvements implemented by Whitley Penn. *Id.* ¶¶ 2, 3.2.

#### 1. Settlement Payments

The first category of benefits provides Settlement Class Members who have submitted a valid claim may receive a pro rata cash payment from the Settlement Fund. *Id.* ¶ 3.2(b). Plaintiffs’ counsel estimates payments of at least \$75 per Settlement Class Member, but the exact amount will depend on how many Settlement Class Members submit Claim Forms. Declaration of Shana

H. Khader In Support of Plaintiffs' Unopposed Motion for Preliminary Approval of Class Action Settlement ("Khader Decl.") ¶ 16.

**2. Credit Monitoring Protections**

The second category of benefits provides Settlement Class Members may submit a claim to receive 24 months of free access to Financial Shield Total ("Financial Shield") by CyEx, LLC. Ex. 1, ¶ 3.2(a). The Financial Shield benefit will provide 3-bureau credit monitoring, financial transaction monitoring, monthly credit score and score tracker solutions, bank and financial account monitoring, high risk transaction monitoring, real-time authentication alerts, fictitious identity monitoring, home title monitoring, dark web monitoring, address change monitoring, security freeze assist, lost wallet protection, spend tracking, victim assistance, customer support, and up to one million dollars (\$1,000,000.000) in comprehensive identity theft insurance. *Id.* ¶ 3.2(a). The market value for the 24 months of Financial Shield is \$550.80 per Settlement Class Member, or \$394,372.80 for all Settlement Class Members, providing further value to the Settlement Class. *See* <https://cyex.com/financial-shield/>.

**3. Equitable Relief**

For a period of at least three years following the Effective Date of the Settlement Agreement, Whitley Penn agrees to implement and maintain various data security procedures and the actual costs for implementation and maintenance of those Information Security Improvements will be paid by Whitley Penn separate and apart from the Settlement Benefits described above. Settlement Agreement ¶ 2.

**4. Release**

To receive the Settlement's Benefits, Plaintiffs and the Settlement Class Members agree to release Whitley Penn for all claims and causes of action asserted or that could have been asserted ("Unknown Claims") by any Settlement Class Member. *Id.* ¶ 4.1. Settlement Class Members who

have not excluded themselves from the Settlement Agreement will release claims against Whitley Penn and Related Persons. *Id.*

**B. The Notice and Claims Process**

At preliminary approval, the Court appointed CPT Group (“CPT”) as the Notice Specialist and Claims Administrator in this case. PA Order, ¶ 11. CPT has confirmed that the notice has been effectuated as ordered. Settlement Class Members were sent the postcard notice via first-class USPS mail to the postal address they provided to Whitley Penn. A settlement website has been created and is being maintained, and the claims period is ongoing. As of May 8, 2026, CPT has not reported receiving any objections to the Settlement or to the requested attorneys’ fees and costs. Declaration of Gemma Seidita in Support of Motion for Attorneys’ Fees, Costs, and Service Awards (“Seidita Decl.”) ¶ 29.

**C. Plaintiffs’ Service Awards, Attorneys’ Fees and Costs**

The Parties did not discuss or agree upon the payment of attorneys’ fees, costs, expenses, and/or service awards to the named Plaintiffs until after the substantive terms of the settlement had been agreed upon. Following such agreement, the Parties agreed that Plaintiffs’ Counsel may file a motion to seek service awards not to exceed \$2,500 per Plaintiff, and/or move for an award of attorneys’ fees, costs, and expenses to be paid from the Settlement Fund should any be approved by the Court. Settlement Agreement ¶¶ 8-9. Whitley Penn has represented that it will not oppose the requested fees, costs, and service award if they do not exceed the amounts identified above. The Settlement is not contingent on the approval of service awards or attorneys’ fees, costs, and expenses. *Id.* ¶ 8.

The Settlement agreement calls for a reasonable Service Award to each Plaintiff in the amount of \$2,500, to be paid from the Settlement Fund. *Id.* The Service Award is meant to

compensate Plaintiffs for their efforts on behalf of the Settlement Class, including maintaining contact with Counsel, reviewing pleadings, and assisting in the investigation of the case.

After agreeing to the terms of the Settlement on behalf of the Class, Counsel for Plaintiffs negotiated their fees and costs separate from the benefit to Class Members, in the amount not to exceed \$77,500 for fees and costs combined. *Id.* ¶ 9.1. Similar to the Service Awards, and subject to approval of the Court, this sum is to be paid from the Settlement Fund. *Id.*

Thus far, Plaintiffs' Counsel has incurred a lodestar of \$166,038.20 and expects to incur an additional fees in connection with drafting the Final Approval Motion, preparing for argument at and traveling to and from the Final Approval Hearing (if necessary), and miscellaneous matters, including responding to Class Member inquiries and claims administration. Seidita Decl. ¶¶ 23-24. Class Counsel has also incurred \$2,476.03 in reasonable expenses necessary to the litigation, including filing fees, legal research fees, and postage. *Id.* ¶ 27. Plaintiffs' Counsel expects to incur limited additional costs relating to the Final Approval Hearing, including travel costs if the Final Approval Hearing is held in person. *Id.*

**IV. THE COURT SHOULD APPROVE THE REQUEST FOR SERVICE AWARDS TO THE CLASS REPRESENTATIVES, ATTORNEYS' FEES, AND COSTS.**

**A. Plaintiffs' Service Awards Are Justified.**

Plaintiffs seek Service Awards in the amount of \$2,500 each. The Service Awards reward Plaintiffs for their efforts on behalf of the Settlement Class. Not only did Plaintiffs take on the burden of putting their names on public filings against Whitley Penn, but they committed to working to obtain relief for the whole Class over the past 15 months. During that period, Plaintiffs have carried out numerous duties, including: maintaining contact with Counsel, assisting in the investigation of the case, reviewing pleadings, reviewing the Settlement Agreement, and answering Counsel's questions. Seidita Decl. ¶ 31.

The Texas Court of Appeals has noted that courts “typically award and justify incentive compensation when the named plaintiffs expend time and effort beyond that of the other class members in assisting class counsel with litigation by actively reviewing the case and advising counsel in prosecuting the case, or when the named plaintiffs faced the risk of retaliation or threats as a result of their participation as class representatives.” *Morris v. Thibodeau*, No. 05-00-01350-CV, 2001 WL 1390444, at \*5 (Tex. App.—Dallas Nov. 9, 2001, no pet.). Texas courts have approved incentive awards that range from \$2,500 to \$10,000. *See id.* (approving incentive awards in varying amounts between \$6,000 and \$10,000); *see also Shields v. Bridgestone*, No. B-170,462, 2004 WL 546883, at \*20 (Tex. Dist. Jefferson Cnty. Mar. 12, 2004) (finding incentive awards for plaintiffs in the amount of \$2,500 fair, reasonable, and adequate). Here, the Plaintiffs actively assisted Counsel in the litigation on behalf of Settlement Class Members. The request for \$2,500 per Plaintiff compares favorably to incentive awards provided by Texas courts, and is fair, reasonable, and adequate in light of Plaintiffs’ contributions on behalf of the Settlement Class. As such, Plaintiffs respectfully request this Court grant their request.

**B. Attorneys’ Fees Sought by Settlement Class Counsel Are Reasonable and Should Be Approved**

Texas courts calculate attorneys’ fees in class action lawsuits on a lodestar basis. Tex. R. Civ. P. 42(i)(2). To do so, they multiply the number of hours reasonably worked by a reasonable hourly rate. *Id.* Attorneys’ fees are required by statute to be in the range of 25% to 400% of the lodestar figure. *Id.* In making a determination of the reasonableness of the requested lodestar, courts must consider the factors set forth by Rule 1.04(b) of the Texas Disciplinary Rules of Professional Conduct, namely: the time and labor required, the novelty and difficulty of the questions involved, and the skill requisite to perform the legal service properly; the likelihood, if apparent to the client, that the acceptance of the particular employment will preclude other

employment by the lawyer; the fee customarily charged in the locality for similar legal services; the amount involved and the results obtained; the time limitations imposed by the client or by the circumstances; the nature and length of the professional relationship with the client; the experience, reputation, and ability of the lawyer or lawyers performing the services; and whether the fee is fixed or contingent on results obtained or uncertainty of collection before the legal services have been rendered. *El Apple I, Ltd. v. Olivas*, 370 S.W.3d 757, 760-61 (Tex. 2012).

Thus far, Plaintiffs' Counsel have devoted significant time and resources to this case, and have incurred a lodestar of \$166,038.20.<sup>2</sup> Seidita Decl. ¶ 17. Counsel expects the lodestar to increase due to the time required to carry out settlement administration, to brief Plaintiffs' Motion for Final Approval, and to attend and appear at the Final Approval Hearing. *Id.* ¶ 20. The requested fee of \$75,023 should be approved, as it will represent a negative multiplier of .45 or approximately 45.16% of the actual fees incurred, is well within the parameters permitted under the statute, and is reasonable given the factors to be considered under Rule 1.04(b). *Id.* ¶ 20.

1. Plaintiffs' requested attorneys' fees are reasonable given the time and labor required, the novelty and difficulty of the questions involved, and the skill needed to perform the legal service properly.

The amount of work and complexity of the legal questions, as well as the experience and skills utilized by Class Counsel that are necessary to ensure such a significant benefit to the Class favor approval of Plaintiffs' requested fees. Data breach law is rapidly evolving, as courts and legislatures are regularly expanding their expertise and understanding of acceptable and appropriate data security protocols implemented to protect the private identifying information of individuals like the Settlement Class Members here. In negotiating the present Settlement, Class

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<sup>2</sup> Counsel's rates are consistent with the Legal Services Institute's Adjusted *Laffey* Matrix—a widely accepted fees matrix—and consistent with those charged by similarly experienced attorneys in other nationwide class actions, including cases in brought in the State of Texas. *See infra* § IV.B.3.

Counsel brought significant experience in data breach litigation to the table—a skill set unique to only a limited number of firms currently litigating in this area. *See* Seidita Decl. ¶¶ 3-5.

Plaintiffs' law firm Tycko & Zavareei has served as appointed Class Counsel and/or successfully worked to obtain final resolution in similar data breach class actions including: *In re T-Mobile Cust. Data Sec. Breach Litig.*, No. 4:21-MD-03019-BCW (W.D. Mo.) (Tycko & Zavareei were on leadership team in one of the largest data breach cases in history, securing a \$500 million settlement.); *In re Fortra File Transfer Software Data Security Breach Litig.*, No. 1:24-md-03090-RAR (S.D. Fla.) (Tycko & Zavareei serviced as Track co-lead and helped secure a \$27 million settlement); *Lundy v. Meta Platforms, Inc.*, No. 3:18-cv-6793 (N.D. Cal.) (Tycko & Zavareei served as Co-Lead Counsel in achieving final approval of a \$37.5 million settlement); *In re: Consumer Vehicle Driving Data Tracking Collection Litig. MDL*, No. 1:24-md-03115-TWT (N.D. Ga.) (Tycko & Zavareei LLP serving as Track Co-Lead Counsel); *In re HCA Healthcare, Inc. Data Security Litig.*, No. 3:23-CV-684 (M.D. Tenn.) (Tycko & Zavareei served as Chair of Law and Briefing); *In re Harvard Pilgrim Data Security Incident*, No. 23-11211-NMG (D. Mass.) (Tycko & Zavareei served on Executive Committee); *In re: MoveIt Customer Data Security Breach Litig.*, No. 1-23-md-03083-ADB (D. Mass.) (Tycko & Zavareei serving as Co-Chair of the Plaintiff Vetting and Discovery committee); *See, e.g., In re: Capital One Consumer Data Security Breach Litig.*, Case No. 1:19-md-2915 (E.D. Va.); *In Re: HealthEC Data Breach Litig.*, Case No. 2:24-cv-00026 (D.N.J.); *In re: LastPass Data Security Incident Litig.*, Case No. 1:22-cv-12047 (D. Mass.); *In re: Samsung Customer Data Security Breach Litig.*, Case No. 23-md-3055 (D.N.J.); *In re: Change Healthcare Customer Data Security Breach Litig.*, Case No. 0:24-md-03108 (D. Mn.); *Snowflake, Inc., Data Security Breach Litig.*, Case No. 2:24-md-03126 (D. Mon.); *see also*, Seidita Decl. ¶¶ 3-4, Khader Decl. ¶¶ 40-41.

Class Counsel’s experience is an invaluable asset, particularly when, as here, a case involves evolving and complex areas of law. *See Gay v. Mortg. Contracting Servs., LLC*, No. 4:24-CV-217-SDJ, 2026 WL 1091592 at \*4 (E.D. Tex. Apr. 22, 2026) (“Settlement avoids the risks and burdens of potentially protracted litigation, and consequently, courts favor settling complex data-breach cases[.]”) (cleaned up). Due at least in part to their cutting-edge nature, data breach cases like this one generally face substantial hurdles—even just to make it past the pleading stage. *Id.* at \*10 (collecting cases); *see Hammond v. The Bank of NY. Mellon Corp.*, No. 08 Civ. 6060(RMB)(RLE), 2010 WL 2643307, at \*1 (S.D.N.Y. June 25, 2010) (collecting data breach cases dismissed at the Rule 12(b)(6) or Rule 56 stage). Class certification is another hurdle that would have to be cleared—and one that been denied in other data breach cases. *See, e.g., In re Hannaford Bros. Co. Customer Data Sec. Breach Litig.*, 293 F.R.D. 21 (D. Me. 2013).

Despite the early stage of litigation at which this case settled, Class Counsel expended significant effort—at the expense of other potentially fee-generating cases—to negotiate and finalize the Settlement Agreement on behalf of the Class. Seidita Decl. ¶¶ 8-13, 22. Class Counsel devoted significant time, 188 hours, to this case to date, including: conducting an investigation into the facts regarding Plaintiffs’ and Class Members’ claims; preparing and researching law relevant to Plaintiffs’ Petition; conducting discovery into Plaintiffs’ claims; negotiating and preparing the Parties’ Class Action Settlement Agreement, class notices, and claim forms; negotiating with settlement administration companies to secure the best notice plan practicable; preparing Plaintiffs’ Motion for Preliminary Approval and accompanying declaration in support; working with the Settlement Administrator to ensure the timely completion of notice and processing of claims; preparing the instant Motion; closely monitoring the evolving law regarding data security and its potential impacts on the case; and conferring with Plaintiffs throughout the

case. *Id.* ¶¶ 19, 22. Counsel further anticipates completing additional work throughout settlement administration, including preparing for and arguing Plaintiffs’ Motion for Final Approval of the Settlement. *Id.* ¶¶ 23-24.

Given the skill and expertise required to successfully litigate data breach cases, the novelty of evolving questions at issue, and the time and labor required of Class Counsel, Counsel could easily justify a request for a significant multiplier. As such, the requested fees, which represent a negative multiplier of .45, are reasonable and should be approved.

2. Class Counsel took this litigation on a contingency basis, and spent time on this litigation that would have been spent on other potentially fee-generating cases.

Class Counsel took this case on a purely contingent basis. Seidita Decl. ¶ 8. Because Class Counsel undertook representation of this matter on a contingency-fee basis, they shouldered the risk of expending substantial costs and time in litigating the action without any monetary gain in the event of an adverse judgment. *Id.* ¶ 10. If not devoted to litigating this action, from which any remuneration is wholly contingent on a successful outcome, the time Class Counsel spent working on this case could and would have been spent pursuing other potentially fee generating matters. *Id.* ¶¶ 10-11.

Given the risk Class Counsel took in this matter, and the time dedicated to the exclusion of other matters, these factors weigh in favor of finding the requested fee—which represents counsel’s lodestar with a negative multiplier of .45—reasonable and appropriate.

3. The fees sought by Class Counsel represent a percent of the benefit regularly awarded by Courts; the rate used by Class Counsel is consistent with that charged for similar legal services.

The fees requested by Class Counsel here are inherently reasonable under both the percent-of-the-benefit method *and* in comparison with rates charged for similar legal services.

Courts regularly employ the percent-of-benefit approach in determining the reasonableness of requested attorneys' fees in common fund class actions. *See, e.g., In re OCA, Inc. Secs. & Derivative Litig.*, No. 05-2165, 2009 WL 512081, at \*18 (E.D. La. Mar. 2, 2009) (noting “[t]he Fifth Circuit had never explicitly disapproved of the percentage method of calculating fees in common fund cases”); *Schwartz v. TXU Corp.*, No. 3:02-CV-2243, 2005 WL 3148350, at \*25 (N.D. Tex. Nov. 8, 2005) (collecting cases). “Moreover, the Supreme Court has indicated that the percentage method is proper in common fund cases.” *Schwartz*, No. 3:02-CV-2243, 2005 WL 3148350, at \*25 (citing *Blum v. Stenson*, 465 U.S. 886, 900 n.16 (1984)). Other courts have concluded that, “it does appear to be amenable to its use, so long as the *Johnson* framework is utilized to ensure that the fee awarded is reasonable.” *Klein v. O’Neal, Inc.*, 705 F. Supp.2d 632, 674 (N.D. Tex. 2010) (citing *Turner v. Murphy Oil USA, Inc.*, 472 F. Supp. 2d 830, 860 (E.D. La. Jan. 30, 2007)). The factors described in *Johnson* in contemplating the reasonableness of a fee under the percent-of-the-benefit approach largely mirror those considered by Texas state courts in assessing the reasonableness of a requested fee. *Compare Johnson v. Ga. Highway Exp., Inc.*, 488 F.2d 714, 717-19 (5th Cir. 1974) with Rule 1.04(b) of the Texas Disciplinary Rules of Professional Conduct.

The methodology used in determining the percent-of-the-benefit is instructive because the cash value benefit available to Settlement Class Members here is measurable and can be compared directly with the requested fees. Here, the value of the Settlement is \$549,372.80 or \$729,372.80 including the approximately \$180,000 of equitable relief resulting from Whitley Penn’s data security changes. Thus, Class Counsel seeks a fee representing approximately 13.66% of the total potential benefit to the Class, excluding the value of equitable relief. Such requests are routinely approved. *See In re Combustion, Inc.*, 968 F. Supp. 1116, 1142 (W.D. La. 1997) (approving 36%

fee); *see also Klein*, 705 F. Supp. 2d at 675 (citing Theodore Eisenberg & Geoffrey P. Miller, *Attorneys Fees in Class Action Settlements*, 1 J. of Empirical Legal Stud. 1, 37-38 (2004) (noting that fee requests falling between 26.8% and 36% should be considered potentially reasonable, provided there is some affirmative justification for the figure).

Moreover, the rates used by Class Counsel in their fee calculations are consistent with the LSI *Laffey* Matrix, which is widely accepted as the authority for reasonable attorney rates. *See Salazar ex rel. Salazar v. District of Columbia*, 809 F.3d 58, 64-65 (D.C. Ct. App. 2015) (noting that the attorney rates listed in the LSA *Laffey* Matrix were in fact conservative estimates of the actual costs of legal services in the area). Fee requests based on lodestar analyses with rates similar to counsel's have been accepted by Texas state courts. *See, e.g., Dekenipp v. Gastroenterology Consultants, P.A.*, No. 202161470 (Tex. 295th Dist. Harris Cnty.); *Julio Lopez and Michael Oros et al. v. Volusion, LLC*, No. 1:20-cv-00761-LY at ECF No. 54 (W.D. Tex. Oct. 6, 2022) (awarding attorneys' fees to counsel, including Tycko & Zavareei, based on Laffey Matrix); . And, Counsel's rates are consistent with those regularly approved by courts across the country for attorneys with similar experience, skills, and practice areas. Seidita Decl. ¶ 18.

Because Class Counsel's requested fees are in line with those that would be reasonably awarded under the widely accepted percent-of-the-benefit approach, *and* the rates used in the lodestar calculation are consistent with rates charged for similar legal services, these factors weigh in favor of approval.

4. Class Counsel secured a significant benefit on behalf of the Class within a limited time frame.

As discussed above, Class Counsel here secured a significant benefit for Settlement Class Members—each Settlement Class Member can receive at least \$75 per person and likely more, *plus* credit and identity monitoring services valued at \$550.80, in addition to the benefits of the

equitable relief provided by Defendant’s security changes. In calculating the total value of a settlement fund, courts recognize inclusion of the fund as a whole, even if part of the fund may revert back to defendant. *Boeing Co. v. Van Gemert*, 444 U.S. 472, 478 (1980). Even if class members do not claim the entirety of the amount available to them, their “right to share the harvest of the lawsuit upon proof of their identity, whether or not they exercise it, is a benefit in the fund created by the efforts of the class representatives and their counsel.” *Id.* at 480. Thus, the total benefit negotiated has an actual value of \$549,372.80: the \$155,000 cash fund, plus the \$394,372.80 market value of CyEx financial shield. This total does not include the \$180,000 value of equitable relief provided by Whitley Penn in changes to their security practices.

The benefit negotiated has both real cash value *and* ensures that Settlement Class Members can protect themselves from any negative consequences potentially arising from the Data Incident—such as the actual misuse of their private identifying information. The timeliness of these reimbursements and protections is a boon to the class; the longer they go without reimbursement, the greater the value of their damages. And importantly, unlike the vast majority of data breach settlements, this Settlement does not require Settlement Class Members to provide documentation of their injuries, making it significantly easier for them to join the Settlement.

As such, the benefit provided by Class Counsel is significant, and weighs in favor of granting Plaintiffs' request for attorneys' fees.

### **C. Costs Sought By Plaintiffs Are Reasonable and Warrant Approval**

Included within the \$77,500 in attorneys' fees and costs agreed to in the Settlement, are Plaintiffs’ costs, which total at least \$2,476.03. Seidita Decl. ¶ 27. These reasonable costs were necessary to litigation and included fees related to legal research, filing, and postage. *Id.* The Class was provided notice of Plaintiffs’ intent to seek \$77,500 in attorneys’ fees and costs. Seidita Decl. ¶ 29. In approving class action settlements, courts regularly award costs and expenses after

settlement class members have received notice of the fees and expenses sought by counsel. *See, e.g., Northrup v. Sw. Bell Tel. Co.*, 72 S.W. 3d 16, 21 (Tex. App.—Corpus Christi—Edinburg 2002, pet. denied) (upholding trial court’s award of \$21,000,000 in combined fees and expenses); *Hall v. Pedernales Elec. Co-op., Inc.*, 278 S.W.3d 536 (Tex. App.—Austin 2009, no pet.) (affirming trial court’s approval of settlement and award of attorneys’ fees and costs). Because the costs in this case were minimal, and necessary for furtherance of the litigation, they should be approved.

**V. CONCLUSION**

Settlement Class Counsel, with the help of Plaintiffs, have made benefits of significant value available to Class Members. In return, they seek fees, costs, and Service Awards well within the ranges regularly approved by Texas Courts. The fees, costs, and Service Awards are inherently reasonable, and as such Plaintiffs respectfully request their approval.

Dated: May 12, 2026

Respectfully submitted,

/s/ Gemma Seidita

Gemma Seidita (admitted *pro hac vice*)

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*Counsel for Plaintiffs and the Proposed Class*

**CERTIFICATE OF CONFERENCE**

I hereby certify that on May 12, 2026, counsel for Plaintiffs conferred with Michelle R. Gomez, counsel for Defendant, who stated that Defendant does not oppose the relief sought herein.

/s/ Gemma Seidita

Gemma Seidita

**CERTIFICATE OF SERVICE**

I, Gemma Seidita, an attorney of record in this case, hereby certify that on May 12, 2026, I served Plaintiffs' MEMORANDUM IN SUPPORT OF PLAINTIFFS' MOTION FOR ATTORNEYS' FEES, COSTS, AND SERVICE AWARDS, by causing a true and accurate copy of such papers to be filed and served on all counsel of record via electronic mail.

/s/ Gemma Seidita  
Gemma Seidita (admitted *pro hac vice*)