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**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

**KYLE MCDANIEL, RIKKI
MCDANIEL, JON WILLIAMS,
MOJDEH WILLIAMS, and TOM
SIMMONS**, on behalf of themselves and
all similarly situated individuals,

Plaintiffs,

v.

**TOSHIBA GLOBAL COMMERCE
SOLUTIONS, INC.,**

Defendant.

Case No. 8:24-cv-01772-FWS-ADS

**PLAINTIFFS' AMENDED
NOTICE OF MOTION AND
AMENDED MOTION FOR
AWARD OF ATTORNEYS'
FEES, EXPENSES, AND
SERVICE AWARDS AND
MEMORANDUM IN SUPPORT**

Judge Fred W. Slaughter

Date: October 2, 2025

Time: 10:00 a.m.

Courtroom: 10D (Santa Ana)

AMENDED NOTICE OF MOTION AND AMENDED MOTION

TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:

PLEASE TAKE NOTICE that on October 2, 2025, at 10:00 a.m., or as soon thereafter as the matter may be heard, in Courtroom 10D of the above-captioned Court before the Honorable Fred W. Slaughter, Plaintiffs will and hereby do move for an Order, consistent with the terms of the Class Action Settlement Agreement in this case, awarding Class Counsel's attorney's fees in the amount of \$108,750.00 (25% of the total value of the Settlement), reimbursing Class Counsel's litigation expenses in the amount of \$3,593.89, and awarding Service Awards of \$5,000.00 to each Class Representative (a total of \$25,000.00).

This Amended Motion is based on this Amended Notice of Amended Motion, the accompanying Memorandum in Support, the Declaration of Raina Borrelli, the Class Action Settlement Agreement and Release (the "Settlement Agreement" or "SA") previously filed with the Court (ECF No. 38-1),¹ and all papers filed in support thereof, the argument of counsel at the hearing of this Motion, all papers and records on file in this matter, and such other matters as the Court may consider.

Dated: August 14, 2025

By: /s/ Andrew G. Gunem

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One Magnificent Mile

¹ All capitalized terms herein shall have the meaning ascribed to them in the Settlement Agreement unless explicitly stated herein.

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TABLE OF CONTENTS

I. INTRODUCTION	1
II. FACTUAL AND PROCEDURAL BACKGROUND AND SUMMARY OF THE SETTLEMENT TERMS.	3
III. ARGUMENT.....	3
A. The Court Should Approve the Application for Award of Attorney’s Fees.	3
1. Applicable Legal Standards.	3
2. The Requested Fee is Reasonable Under the Percentage of the Fund Method.....	5
i. Factors 1, 2, and 4: The Size of the Fund, the Benefits Obtained, and the Quality of the Results.....	6
ii. Factors 3: The Risk Taken on by Counsel.	7
iii. Factor 5: Efforts Expended by Counsel.	8
iv. Factor 6: Awards in Similar Cases.....	10
3. The Lodestar Method Confirms the Reasonableness of the Requested Fee.	11
i. The Number of Hours Claimed is Reasonable.....	12
ii. The Hourly Rates are Reasonable.	13
iii. Class Counsel’s Lodestar Reflects a Modest Multiplier.....	14
4. The Requested Fee Award is Not the Product of Collusion.	15
B. Class Counsel Are Entitled to Reimbursement of Litigation Costs.	16
C. The Court Should Approve the Service Awards.	17
IV. CONCLUSION	18

TABLE OF AUTHORITIES

CASES

<i>Ahmed v. HSBC Bank United States</i> , 2019 WL 13027266 (C.D. Cal. Dec. 30, 2019)	5
<i>Alyeska Pipeline Serv. Co. v. Wilderness Soc.</i> , 421 U.S. 240 (1975)	4
<i>Bellinghausen v. Tractor Supply Co.</i> , 306 F.R.D. 245 (N.D. Cal. 2015)	18
<i>Blum v. Stenson</i> , 465 U.S. 886 n.11 (1984)	13
<i>Briseno v. ConAgra Foods, Inc.</i> , 998 F.3d 1014 (9th Cir. 2021)	15
<i>Cheryl Gaston v. FabFitFun, Inc.</i> , No. 2:20-CV-09534-RGK-E, 2021 WL 6496734 (C.D. Cal. Dec. 9, 2021)	11
<i>Ctr. for Biological Diversity v. Env't Prot. Agency</i> , No. C 17-00720 WHA, 2017 WL 6761932 (N.D. Cal. Dec. 4, 2017)	11
<i>Dearing v. Magellan Health Inc. et al.</i> , No. CV2020-013648 (Supr. Ct. Ariz., Maricopa Cty.)	7
<i>Desue v. 20/20 Eye Care Network, Inc.</i> , No. 21-CIV-61275-RAR, 2023 WL 4420348 (S.D. Fla.)	7
<i>Gannon v. Truly Nolen of Am. Inc.</i> , No. CV 22-428-TUC-JAS, 2023 WL 6536477 (D. Ariz. Aug. 31, 2023)	8
<i>Hanlon v. Chrysler Group</i> , 150 F.3d 1011 (9th Cir. 1998)	4
<i>Harris v. Marhoefer</i> , 24 F.3d 16 (9th Cir. 1994)	16

1	<i>Hensley v. Eckerhart</i> ,	
	461 U.S. 424 (1983)	5
2	<i>Hogsed v. PracticeMax, Inc.</i> ,	
3	No. 2:22-cv-01261 (D. Ariz.)	14
4	<i>Hopkins v. Stryker Sales Corp.</i> ,	
5	2013 WL 496358 (N.D. Cal. Feb. 6, 2013)	14
6	<i>In re Anthem, Inc. Data Breach Litig.</i> ,	
	327 F.R.D. 299 (N.D. Cal. 2018).....	7
7	<i>In re Bluetooth Headset Prods. Liab. Litig.</i> ,	
8	654 F. 935 (9th Cir. 2011)	4, 5, 11
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10	No. 3:22-cv-09203 (N.D. Cal.)	14
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12	<i>In re Mercury Interactive Corp.</i> ,	
13	618 F.3d 988 (9th Cir. 2010)	4
14	<i>In re Solara Medical Supplies Data Breach Litigation</i> ,	
15	No. 3:19-cv-02284 (S.D. Cal.).....	14
16	<i>In re United Energy Corp. Solar Power Modules Tax Shelter Inv. Sec. Litig.</i> ,	
	No. CV-87-3962, 1989 WL 73211 (C.D. Cal. Mar. 9, 1989)	16
17	<i>In re: Orrick, Herrington & Sutcliffe, LLP Data Breach Litig.</i> , No. 3:23-cv-04089 (N.D. Cal.).....	11, 14
18	<i>In re: Wash. Pub. Power Supply Sys. Sec. Litig.</i> ,	
19	19 F.3d 1291 (9th Cir. 1994)	5
20	<i>Johnson v. Yuma Reg'l Med. Ctr.</i> , No. CV-22-01061-PHX-SMB, 2024 WL 4803881 (D. Ariz. Nov. 15, 2024).....	8
21	<i>Kondo v. Creative Servs. Inc.</i> ,	
22	No. 1:22-cv-10438 (D. Mass.).....	7
23		

1	<i>Kostka v. Dickey's Barbecue Restaurants Inc.</i> ,	
2	No. 3:20-cv-3424 (N.D. Tex.)	7
3	<i>Maree v. Deutsche Lufthansa AG</i> , No. 8:20-cv-00885, 2022 WL 5052582 (C.D.	
4	Cal. Sep. 30, 2022).....	15
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6	16 F.4th 594 (9th Cir. 2021)	15
7	<i>Perez, et al. v. Carvin Wilson Software, LLC</i> ,	
8	No. CV-23-00792 (D. Ariz.).....	14
9	<i>Pfeiffer v. RadNet, Inc.</i> , No. 2:20-CV-09553-RGK-SK, 2022 WL 2189533 (C.D.	
10	Cal. Feb. 15, 2022).....	10
11	<i>Rivera-Marrero v. Banco Popular de Puerto Rico</i> ,	
12	No. CV 22-1217 (ADC), 2023 WL 2744683 (D.P.R. Mar. 31, 2023).....	8
13	<i>Rodriguez v. W. Publ'g Corp.</i> ,	
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15	<i>Rutti v. Lojack Corp., Inc.</i> ,	
16	No. SACV 06–350 DOC (JCx), 2012 WL 3151077 (C.D. Cal. July 31, 2012) ..	16
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20	No. 23-CV-10999-ADB, 2024 WL 4252694 (D. Mass. Sept. 20, 2024).....	8
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23	<i>Vinh Nguyen v. Radient Pharm. Corp.</i> ,	
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1 **I. INTRODUCTION**

2 This class action lawsuit stems from a data security incident impacting
3 Defendant Toshiba Global Commerce Solutions, Inc.’s (“TGCS” or “Defendant”)
4 computer network that resulted in unauthorized access to personally identifiable
5 information (“PII”) belonging to Plaintiffs and the Class.² (Amended Declaration of
6 Raina Borrelli (“Borrelli Decl.”), ¶ 4 (attached hereto as **Exhibit 1**)). After
7 protracted arm’s length settlement negotiations, reviewing informal discovery, and
8 assessing the strengths and weaknesses of the case, the Parties reached a settlement
9 that is fair, reasonable, and adequate. (*Id.*). The Court preliminarily approved the
10 Settlement on May 23, 2025. (ECF No. 41). The Court approved the notice program,
11 notifying the Class of the Settlement and their rights thereunder, is currently being
12 implemented by the Settlement Administrator, RG/2 Claims Administration LLC.
13 (*Id.*). Class Counsel³ now move the Court for an order awarding attorneys’ fees,
14 expenses, and service awards to compensate Class Counsel and Plaintiffs for the
15 work they performed that resulted in an outstanding Settlement for the Class.

16 Class Counsel negotiated a class action settlement that provides substantial
17 benefits to Settlement Class Members, in the form of a \$435,000.00 **non-**
18 **reversionary** common fund that will provide compensation for Out-of-Pocket
19

20 _____
21 ² This Amended Motion is being filed to clarify that the Business Practice Changes
22 specified in Paragraph 3.9 of the Settlement Agreement do not “create any
23 contractual rights to any present or future equitable remedy.” The amount requested
in attorneys’ fees, costs, expenses and services awards did not change.

³ “Class Counsel” means Raina Borrelli and Andrew Gunem of Strauss Borrelli
PLLC and Kennedy M. Brian and William B. Federman of Federman & Sherwood.

1 Expense Reimbursements, California Settlement Subclass Payments, and *Pro Rata*
2 Cash Payments. (SA, ¶¶ 3.2–3.5).

3 This Settlement represents an excellent result for the Settlement Class and was
4 obtained against a Defendant represented by a well-regarded and experienced
5 national defense law firm. (Borrelli Decl., ¶ 10). Although Class Counsel believe in
6 the merits of Plaintiffs’ claims, this litigation was inherently risky and complex. (*Id.*
7 ¶ 5). The claims involve the intricacies of data breach litigation (a fast-developing
8 area in the law), and Plaintiffs would face risks at each stage of litigation. (*Id.*).
9 Against these risks, it was through the hard-fought negotiations and the skill and
10 hard work of Class Counsel and Plaintiffs that the Settlement was achieved for the
11 benefit of the Settlement Class. (*Id.*).

12 Class Counsel now respectfully move this Court for an award of attorneys’
13 fees in the amount of \$108,750.00 (25% of the total value of the Settlement) and
14 reimbursement of litigation expenses in the amount of \$3,593.89. (*Id.* ¶ 8). This
15 request is *less* than the amount contemplated by the Settlement Agreement and
16 Plaintiffs’ Motion for Preliminary Approval (which contemplated 33% of the total
17 value of the Settlement). (*Id.*). The Class Notice (ECF 38-1 (Ex. A to the Settlement
18 Agreement) clearly disclosed the maximum amounts sought for attorneys’ fees and
19 service awards and advised Class Members of their right to object. As of the date of
20 this filing, no Class Member has objected to the Settlement nor the requested
21 attorneys’ fees. (Borrelli Decl., ¶ 8). When applying the relevant factors and
22 standards, this request falls well within the range of reasonableness for fee requests
23

1 in the Ninth Circuit. Class Counsel's fee and expense request is fair and reasonable
2 under both a percentage of the fund approach and a lodestar approach.

3 In addition to the attorneys' fees, Class Counsel also seek an award of
4 reasonable litigation costs and expenses in the amount of \$3,593.89 and service
5 awards of \$5,000.00 for each Class Representative (\$25,000.00 in total for the five
6 Class Representatives) in recognition of their efforts on behalf of the Settlement
7 Class. For each of the reasons identified below, the instant Motion should be granted.

8 **II. FACTUAL AND PROCEDURAL BACKGROUND AND SUMMARY**
9 **OF THE SETTLEMENT TERMS.**

10 In the interest of judicial efficiency, for the factual and procedural background
11 on this case and a summary of the Settlement terms, Plaintiffs respectfully refer this
12 Court to and hereby incorporate by reference Plaintiffs' Unopposed Motion for
13 Preliminary Approval of Class Action Settlement (ECF No. 38), and the
14 accompanying Exhibits, including the Settlement Agreement, filed in conjunction
15 therewith.

16 **III. ARGUMENT**

17 **A. The Court Should Approve the Application for Award of Attorney's**
18 **Fees.**

19 **1. Applicable Legal Standards.**

20 District courts may award attorneys' fees and costs to a prevailing Plaintiffs
21 where "the successful litigants have created a common fund for recovery or extended
22 substantial benefit to the class." *In re Bluetooth Headset Prods. Liab. Litig.*, 654 F.
23 935, 941 (9th Cir. 2011) (quoting *Alyeska Pipeline Serv. Co. v. Wilderness Soc.*, 421

1 U.S. 240, 275 (1975)). Where counsel for a class seeks fees from a common fund,
2 courts within the Ninth Circuit have discretion to employ either the percentage-of-
3 fund or the lodestar-multiplier method to determine whether the fee request is
4 reasonable. *See In re Mercury Interactive Corp.*, 618 F.3d 988, 992 (9th Cir. 2010);
5 *Vizcaino v. Microsoft Corp.*, 290 F.3d 1043, 1048–49 (9th Cir. 2002); *Hanlon v.*
6 *Chrysler Group*, 150 F.3d 1011, 1029 (9th Cir. 1998), *overruled on other grounds by*
7 *Wal-Mart Stores, Inc. v. Dukes*, 564 U.S. 338 (2011). Regardless of the chosen
8 method, courts must award attorneys’ fees based on an evaluation of “all of the
9 circumstances of the case.” *Vizcaino*, 290 F.3d at 1048.

10 Under the “percentage-of-the-fund” method, the “court simply awards the
11 attorneys a percentage of the fund sufficient to provide class counsel with a reasonable
12 fee.” *Hanlon*, 150 F.3d at 1029. Most courts have found the percentage approach
13 superior in cases with a common-fund recovery because it (i) parallels the use of
14 percentage-based contingency fee contracts; (ii) aligns the lawyers’ interests with that
15 of the class in achieving the maximum possible recovery; and (iii) reduces the burden
16 on the court by eliminating the detailed and time-consuming lodestar analysis. *See*
17 *Vinh Nguyen v. Radiant Pharm. Corp.*, No. 11-cv-00406, 2014 WL 1802293, at *9
18 (C.D. Cal. May 6, 2014) (“There are significant benefits to the percentage approach,
19 including consistency with contingency fee calculations in the private market,
20 aligning the lawyers’ interests with achieving the highest award for the class members,
21 and reducing the burden on the courts that a complex lodestar calculation requires.”).

1 The lodestar-multiplier method, in contrast, “is typically used when the relief
2 obtained is ‘not easily monetized.’” *Ahmed v. HSBC Bank United States*, 2019 WL
3 13027266, at *5–6 (C.D. Cal. Dec. 30, 2019) (internal citation omitted). It also
4 “inadequately responds to the problem of risk.” *See In re: Wash. Pub. Power Supply*
5 *Sys. Sec. Litig.*, 19 F.3d 1291, 1300 (9th Cir. 1994) (without the percentage-of-the-
6 fund method of calculating fees, “very few lawyers could take on the representation
7 of a class client given the investment of substantial time, effort, and money, especially
8 in light of the risks of recovering nothing”) (citation omitted).

9 Whether applying the lodestar or percentage method, “the most critical factor
10 is the degree of success obtained.” *Hensley v. Eckerhart*, 461 U.S. 424, 436 (1983);
11 *see also In re Bluetooth*, 654 F.3d at 942 (“Foremost among these considerations . . .
12 is the benefit obtained for the class.”); Federal Judicial Center, *Manual for Complex*
13 *Litigation*, § 27.71, 336 (4th ed. 2004) (“[The] fundamental focus is on the result
14 actually achieved for class members.”). Under either approach, the award requested
15 here is fair and reasonable.

16 **2. The Requested Fee is Reasonable Under the Percentage of the Fund**
17 **Method.**

18 When assessing the reasonableness of an attorneys’ fee award under the
19 percentage of the fund method, courts consider “(1) the size of the fund (and thus the
20 resulting size of the percentage fee award); (2) quality of the results obtained by
21 counsel; (3) risk taken on by counsel; (4) incidental or non-monetary benefits
22 conferred by settlement; (5) effort expended by counsel; and (6) counsel’s reasonable
23 expectations based on the circumstances of the case and fee awards in other cases.”

1 *Vizcaino*, 290 F.3d at 1047–50. Here each of these factors supports Class Counsel’s
2 requested fee amount.

3 ***i. Factors 1, 2, and 4: The Size of the Fund, the Benefits***
4 ***Obtained, and the Quality of the Results.***

5 Through Class Counsel’s efforts and negotiations, Class Counsel quickly
6 achieved an excellent Settlement of \$435,000.00 for approximately 6,258 Settlement
7 Class Members. The non-reversionary common fund which will be used to pay for
8 the following categories of benefits: (i) Out-of-Pocket Expense Reimbursements up
9 to \$7,500.00; (ii) California Settlement Subclass Payments of \$150.00; and (iii) a
10 *Pro Rata* Cash Payment from the Settlement Remainder, the amount of which will
11 be determined by the number of claims submitted. (SA, ¶¶ 3.2–3.5). Additionally,
12 “TGCS has acknowledged (without any admission of liability) that TGCS has made
13 certain systems or business practice changes to mitigate the risk of similar data
14 incidents in the future.”⁴ (*Id.* ¶ 3.9).

15 Considering these benefits, the Settlement provides a remarkable recovery of
16 approximately \$69.51 per Settlement Class Member.⁵ This per-person value exceeds
17 that of many other data privacy settlements across the nation. *See, e.g., Kondo v.*

18 ⁴ “Nothing in this Settlement Agreement shall create any contractual rights to any
19 present or future equitable remedy requiring TGCS to establish or maintain any
20 particular security processes or procedures in the future or otherwise take any action
21 in response to the Litigation. In addition, notwithstanding actions to enforce this
22 Settlement Agreement, nothing in this Settlement Agreement may be used to create
23 a cause of action against TGCS or may be used in connection with any other matter
against TGCS.” (SA, ¶ 3.9).

⁵ Calculated by dividing the Settlement Fund (\$435,000.00) by the number of
Settlement Class Members (6,258).

1 *Creative Servs. Inc.*, No. 1:22-cv-10438, ECF No. 39 (D. Mass.) (approximate
2 recovery of \$7.26 per class member); *Desue v. 20/20 Eye Care Network, Inc.*, No.
3 21-CIV-61275-RAR, 2023 WL 4420348 (S.D. Fla.) (approximate recovery of \$0.75
4 per class member); *Kostka v. Dickey's Barbecue Restaurants Inc.*, No. 3:20-cv-
5 3424, ECF No. 103 (N.D. Tex.) (approving \$2.35 million common fund in data
6 breach settlement, which was worth approximately \$3.24 per class member); *In re*
7 *Forefront Data Breach Litig.*, No. 1:21-CV-00887, ECF No. 81 (E.D. Wis. March
8 1, 2023) (approving \$3.75 million fund in data breach settlement, which equaled
9 approximately \$1.55 per class member); *Dearing v. Magellan Health Inc. et al.*, No.
10 CV2020-013648 (Supr. Ct. Ariz., Maricopa Cty.) (approving \$1.43 million fund in
11 data breach class action with 273,000 class members, for an approximate per class
12 member value of \$5.24); *In re Anthem, Inc. Data Breach Litig.*, 327 F.R.D. 299, 318
13 (N.D. Cal. 2018) (approving a settlement where the settlement value per class
14 member was \$1.45).

15 In sum, factors 1, 2, and 4, support the award of the requested fee.

16 ***ii. Factors 3: The Risk Taken on by Counsel.***

17 Class Counsel assumed significant risk of nonpayment or underpayment of
18 attorneys' fees by undertaking this case. (Borrelli Decl., ¶ 19). Class Counsel took
19 this case on a purely contingent basis with the understanding that they would only
20 be compensated if there was a recovery for Plaintiffs, and Court approval of the
21 requested fees. (*Id.*). This litigation began in 2024 and has required the devotion of
22 substantial time, totaling 109.20 hours from Class Counsel to date. (*Id.* ¶ 14). This
23

1 case, as with most class action lawsuits, required a significant commitment of time
2 and resources from Class Counsel. (*Id.*). This time could have been devoted to other
3 fee generating matters of lesser risk and complexity. (*Id.* ¶ 19). As such, neither
4 compensation for their time nor reimbursement of their costs were guaranteed to
5 Class Counsel. (*Id.*).

6 Furthermore, the risk of non-payment is especially prevalent in data breach
7 cases. Many data breach cases are dismissed in their entirety at the motion to dismiss
8 stage providing no relief for the class and no payment for class counsel. *See, e.g.,*
9 *Scifo v. Alvaria, Inc.*, No. 23-CV-10999-ADB, 2024 WL 4252694 (D. Mass. Sept.
10 20, 2024) (dismissing data breach case for lack of Article III standing); *Rivera-*
11 *Marrero v. Banco Popular de Puerto Rico*, No. CV 22-1217 (ADC), 2023 WL
12 2744683 (D.P.R. Mar. 31, 2023) (similar); *Johnson v. Yuma Reg'l Med. Ctr.*, No.
13 CV-22-01061-PHX-SMB, 2024 WL 4803881 (D. Ariz. Nov. 15, 2024) (dismissing
14 data breach case in its entirety); *Gannon v. Truly Nolen of Am. Inc.*, No. CV 22-428-
15 TUC-JAS, 2023 WL 6536477 (D. Ariz. Aug. 31, 2023) (dismissing data breach case
16 in its entirety). It is evident from the case law above that by undertaking this case,
17 Class Counsel ran a significant risk of non-payment. Therefore, this factor weighs
18 in favor of approval of the requested fee.

19 ***iii. Factor 5: Efforts Expended by Counsel.***

20 Class Counsel devoted substantial time, labor, and resources to achieve the
21 Settlement. Since inception of the case, Class Counsel have documented 109.20
22 hours in this case to date. (Borrelli Decl., ¶ 14). This time does not include the time
23

1 spent preparing the motion for final approval, preparing for the final fairness hearing,
2 supervising the claims administration process, nor responding to Settlement Class
3 Member inquiries about their payments. (*Id.*). All these activities will require Class
4 Counsel to accrue additional time and fees. (*Id.*). As a result, Class Counsel estimate
5 they will spend in excess of forty (40) additional hours aiding Class Members and
6 completing the Settlement approval process. (*Id.*).

7 Although Class Counsel have consistently sought to keep costs and fees to a
8 minimum, this case required a significant amount of work and time. (*Id.* ¶ 10). The
9 case was levied against a large company with counsel experienced in data privacy
10 litigation. (*Id.*). Class Counsels' efforts expended in this matter included:

- 11 a. fully investigating the facts and legal claims, including interviewing and
12 vetting multiple potential plaintiffs;
- 13 b. obtaining and reviewing documents from Class Members substantiating
14 their claims;
- 15 c. drafting and preparing the complaints, as well as conducting extensive
16 research for those complaints;
- 17 d. regularly communicating with the named Plaintiffs to keep them apprised
18 of the progress in the action;
- 19 e. requesting, obtaining, and/or reviewing information from TGCS
20 regarding the Data Incident;
- 21 f. analyzing the strengths and weaknesses of the case;
- 22 g. participating in months of settlement negotiations with TGCS to reach and
23

1 finalize the Settlement Agreement, proposed orders, and notice
2 documents;

3 h. developing the notice program and distribution plan for the Settlement;

4 i. soliciting bids from several settlement administrators to ensure the class
5 was getting the best notice at a cost-effective price;

6 j. obtaining preliminary approval of the Settlement;

7 k. aiding Class members with questions about the claims process and
8 submitting claims;

9 l. conducting research for Plaintiffs' Motion for Attorneys' Fees, Costs,
10 Expenses, and Service Awards and subsequently drafting Plaintiffs'
11 Motion for Attorneys' Fees, Costs, Expenses, and Service Awards; and

12 m. working with the Settlement Administrator to implement the notice
13 program and oversee the claims process.

14 (*Id.*). For these reasons, the time and labor required strongly support finding that
15 the requested fee is reasonable.

16 ***iv. Factor 6: Awards in Similar Cases.***

17 Furthermore, the attorneys' fees awarded in similar cases support the
18 requested fee here. Plaintiffs request the Court award 25% of the Settlement Fund
19 (or \$108,750.00) which is on par with other fee awards in similar data privacy
20 settlements. *Pfeiffer v. RadNet, Inc.*, No. 2:20-CV-09553-RGK-SK, 2022 WL
21 2189533, at *3 (C.D. Cal. Feb. 15, 2022) ("Plaintiffs' requested fee percentage of
22 25% is reasonable in comparison to other data breach class action awards in this
23

district.”); *Cheryl Gaston v. FabFitFun, Inc.*, No. 2:20-CV-09534-RGK-E, 2021 WL 6496734, at *4 (C.D. Cal. Dec. 9, 2021) (finding attorneys’ fees of 25% of the settlement fund in a data breach class action reasonable); *In re: Orrick, Herrington & Sutcliffe, LLP Data Breach Litig.*, No. 3:23-cv-04089, ECF Nos. 68, 74 (N.D. Cal.). Therefore, each factor supports the requested fee.

3. The Lodestar Method Confirms the Reasonableness of the Requested Fee.

Application of the lodestar method confirms the propriety of Class Counsel’s fee request. “The lodestar figure is calculated by multiplying the number of hours the prevailing party reasonably expended on the litigation (as supported by adequate documentation) by a reasonable hourly rate for the region and for the experience of the lawyer.” *In re Bluetooth Headset Prods. Liab. Litig.*, 654 F.3d 935, 941 (9th Cir. 2011). “In applying the ‘lodestar method,’ courts consider non-attorney fees, such as paralegal, secretarial, and technician services, as part of the attorney’s fees calculation.” *Ctr. for Biological Diversity v. Env’t Prot. Agency*, No. C 17-00720 WHA, 2017 WL 6761932, at *4 (N.D. Cal. Dec. 4, 2017), *report and recommendation adopted*, No. C 17-00720 WHA, 2018 WL 264087 (N.D. Cal. Jan. 2, 2018). “The court may adjust [the lodestar] upward or downward by an appropriate positive or negative multiplier reflecting a host of reasonableness factors, including the quality of representation, the benefit obtained for the class, the complexity and novelty of the issues presented, and the risk of nonpayment.” *In re Bluetooth Headset Prods. Liab. Litig.*, 654 F.3d at 941–42.

i. The Number of Hours Claimed is Reasonable.

Class Counsel devoted substantial (but appropriate) time, labor, and resources to achieve the Settlement. Since inception of the case, Class Counsel have documented 109.20 hours spent to date litigating this case, at a value of \$71,420.00, when multiplied by their customary rates, as depicted by the chart below:⁶

Firm	Hours	Lodestar	Expenses
Federman & Sherwood	77.60	\$51,970.00	\$3,509.94
Strauss Borrelli, PLLC	31.60	\$19,450.00	\$83.95
TOTAL	109.20	\$71,420.00	\$3,593.89

Class Counsel maintained contemporaneous, detailed time records billed in 6-minute increments. (Borrelli Decl., ¶ 9). In anticipation of the filing of the fee motion, Class Counsel collectively reviewed the time submissions, audited them, and reduced hours that appeared duplicative, excessive, or unnecessary. (*Id.*).

As detailed above and in the attached Declaration, these hours include: (1) engaging in extensive efforts to develop strategic plans; (2) extensive background investigation; (3) vetting potential class representatives; (4) extensively researching and filing the complaints to address potential arguments raised by Defendant; (5) meeting and conferring with defense counsel; (6) undertaking substantial investigation of the Data Incident and the corporate structure of Defendant; (7) negotiating the details of the Settlement Agreement over multiple months and

⁶ Detailed time and expense spreadsheets are attached to the Borrelli Declaration as **Exhibits A and B** and excel spreadsheets were emailed to chambers, per this Court's Civil Standing Order.

1 securing preliminary approval of the Settlement; (8) preparing the preliminary
2 approval motion papers; (9) obtaining bids from multiple claims administration
3 firms and working with RG/2 Claims Administration, LLC to prepare and implement
4 the notice plan and claims process; and (10) monitoring and aiding Settlement Class
5 Members in this claims process. (*Id.* ¶ 10).

6 However, additional work will be required. The lodestar chart above does not
7 include the time spent preparing the motion for final approval, preparing for and
8 traveling to the final fairness hearing, supervising the claims process, or responding
9 to Settlement Class Member inquiries about their payments after the Settlement
10 receives final approval, all of which will require Class Counsel to accrue additional
11 time and fees. (*Id.* ¶ 14). Class Counsel estimate they will incur approximately forty
12 (40) hours engaging in these additional tasks. (*Id.*).

13 ***ii. The Hourly Rates are Reasonable.***

14 To assist the court in calculating the lodestar, plaintiffs must submit
15 “satisfactory evidence ... that the requested rates are in line with those prevailing in
16 the community for similar services by lawyers of reasonably comparable skill,
17 experience, and reputation.” *Blum v. Stenson*, 465 U.S. 886, 895–96 n.11 (1984).
18 The relevant community is that in which the district court sits. *See Schwarz v. Sec’y*
19 *of Health and Human Serv.*, 73 F.3d 895, 906 (9th Cir.1995).

20 Here, Class Counsel’s hourly rates have been approved by courts within this
21 Circuit in other data privacy litigation similar to this Action. *See, e.g., Perez, et al.*
22 *v. Carvin Wilson Software, LLC*, No. CV-23-00792, ECF Nos. 48-1, 53 (D. Ariz.)
23

(approving Federman & Sherwood’s hourly rate range of \$300–\$1,150); *Hogsed v. PracticeMax, Inc.*, No. 2:22-cv-01261, ECF Nos. 42-1, 45 (D. Ariz.) (approving hourly rate range from \$125.00–\$1,450.00); *In re: Orrick, Herrington & Sutcliffe, LLP Data Breach Litig.*, No. 3:23-cv-04089, ECF Nos. 68, 74 (N.D. Cal.) (approving partner hourly rate of \$1,150.00, attorney hourly rate of \$600.00, and paralegal hourly rate of \$300.00); *In re Solara Medical Supplies Data Breach Litigation*, No. 3:19-cv-02284, ECF Nos. 148, 150 (S.D. Cal.); *In re Ethos Tech. Inc. Data Breach Litig.*, No. 3:22-cv-09203, ECF Nos. 43, 68 (N.D. Cal.) (approving Strauss Borrelli’s hourly rates ranging from \$150.00–\$700.00). Thus, the hourly rates on which Class Counsel’s lodestar is based are in line with those prevailing in the community for similar services by lawyers of reasonably comparable skill, experience, and reputation. (Borrelli Decl., ¶ 18).

iii. Class Counsel’s Lodestar Reflects a Modest Multiplier.

Class Counsel’s fee request reflects a modest positive lodestar multiplier of 1.52. (*Id.* ¶ 14). A lodestar multiplier in this range is regularly approved by courts in this Circuit and is particularly appropriate considering the complexity of the case, the risk of nonpayment, the quality of Class Counsel’s performance, and the benefit obtained for the Class. *See, e.g., Hopkins v. Stryker Sales Corp.*, 2013 WL 496358, at *4 (N.D. Cal. Feb. 6, 2013) (“Multipliers of 1 to 4 are commonly found to be appropriate in complex class action cases.”); *Vizcaino v. Microsoft Corp.*, 290 F.3d 1043, 1051 n. 6 (9th Cir.) (noting that lodestar multipliers “ranging from one to four are frequently awarded”); *Zwicky v. Diamond Resorts Inc.*, No. CV-20-02322-PHX-

DJH, 2024 WL 1717553, at *6 (D. Ariz. Apr. 22, 2024) (awarding lodestar multiplier of 3.879).

4. The Requested Fee Award is Not the Product of Collusion.

In evaluating the motion for preliminary approval, the Court considered all three signs of collusion that the Ninth Circuit has identified. *Briseno v. ConAgra Foods, Inc.*, 998 F.3d 1014, 1022 (9th Cir. 2021); *see also McKinney-Drobnis*, 16 F.4th at 607–08. Nothing in the record changes the Court’s preliminary conclusion regarding these factors.

The Settlement is non-reversionary—a factor that weighs against any indicia of collusion. Cases in the Ninth Circuit that have identified “subtle signs” of collusion include those where the defendant is set to recover some of the settlement fund through a reversionary agreement. *See, e.g., McKinney-Drobnis v. Oreshack*, 16 F.4th 594, 610 (9th Cir. 2021) (“[W]e have identified ‘reverter’ or ‘kicker’ provisions as red flags.”); *Zwicky v. Diamond Resorts Mgmt. Inc.*, --- F.R.D. ---, No. CV-20-02322-PHX, 2022 WL 16950222, *14 (D. Az. Nov. 15, 2022) (granting preliminary approval of class but denying settlement without prejudice to re-file and correct, *inter alia*, “subtle signs” of collusion); *Maree v. Deutsche Lufthansa AG*, No. 8:20-cv-00885, 2022 WL 5052582, *4 (C.D. Cal. Sep. 30, 2022) (denying claims-made settlement due to the “clandestine” nature of settlement negotiations conducted without any formal discovery).

Further, to address the Court’s concerns identified in the Preliminary Approval Order, Class Counsel will: (i) request that RG/2 delay disbursing any

1 Court approved attorneys' fees until the Settlement Class Members are issued
2 settlement payments; and (ii) reduce their fee request to 25% of the common fund
3 (as discussed herein). (Borrelli Decl., ¶ 24). Class Counsel will be paid only after
4 the Effective Date of the Settlement, and concurrently with, or after, payments to
5 Class Members. These modifications further support the absence of collusion.

6 **B. Class Counsel Are Entitled to Reimbursement of Litigation Costs.**

7 Under well-settled law, Class Counsel are entitled to recover "out-of-pocket
8 expenses that would normally be charged to a fee-paying client." *Harris v.*
9 *Marhoefer*, 24 F.3d 16, 19 (9th Cir. 1994) (internal citation and quotation marks
10 omitted). "Expenses such as reimbursement for travel, meals, lodging,
11 photocopying, long-distance telephone calls, computer legal research, postage,
12 courier service, mediation, exhibits, documents scanning, and visual equipment are
13 typically recoverable." *Rutti v. Lojack Corp., Inc.*, No. SACV 06–350 DOC (JCx),
14 2012 WL 3151077, *12 (C.D. Cal. July 31, 2012). It is appropriate to reimburse
15 Class Counsel for such expenses from the common fund. *See In re United Energy*
16 *Corp. Solar Power Modules Tax Shelter Inv. Sec. Litig.*, No. CV-87-3962, 1989 WL
17 73211, at *6 (C.D. Cal. Mar. 9, 1989). Such expense awards comport with the notion
18 that the district court may "spread the costs of the litigation among the recipients of
19 the common benefit." *Wininger v. SI Mgmt. L.P.*, 301 F.3d 1115, 1121 (9th Cir.
20 2002).

21 To date, Class Counsel collectively incurred \$3,593.89 in unreimbursed
22 litigation costs. As explained in the supporting Declaration filed herewith, the
23

1 requested reimbursements are for unavoidable expenses such as filing fees and *pro*
2 *hac vice* fees—all of which inured to the benefit of the Class. (Borrelli Decl., ¶ 15
3 These expenses are typical of litigation, reasonable in amount, and were necessary
4 for advancement of the action. (*Id.*). For these reasons, Class Counsel’s expenses
5 should be approved.

6 **C. The Court Should Approve the Service Awards.**

7 “It is well-established in this circuit that named plaintiffs in a class action are
8 eligible for reasonable incentive payments, also known as service awards.” *Viceral*
9 *v. Mistras Grp., Inc.*, No. 15-cv-02198, 2017 WL 661352, at *4 (N.D. Cal. Feb. 17,
10 2017) (citation omitted). Service awards, which are discretionary, “are intended to
11 compensate class representatives for work done on behalf of the class, to make up
12 for financial or reputational risk undertaken in bringing the action.” *Rodriguez v. W.*
13 *Publ’g Corp.*, 563 F.3d 948, 958–59 (9th Cir. 2009).

14 Plaintiffs expended considerable effort on behalf of the Class, including
15 answering a detailed questionnaire; providing essential information to Class Counsel
16 to prosecute their claims; collecting documents and other evidence that supported
17 their claims; agreeing to face invasive and time-consuming discovery (including
18 depositions), if necessary; reviewing pleadings and coordinating with Class Counsel
19 as to the status of, and strategy for, the action; conferring with Class Counsel about
20 the settlement negotiations; and considering and approving the Settlement terms on
21 behalf of the Class. (Borrelli Decl., ¶ 22). Plaintiffs’ commitment to the Class’s
22 interests and desire to remedy these issues warrants recognition in the form of the
23

1 requested Service Awards.⁷ A \$5,000.00 payment is “presumptively reasonable.”
2 *Bellinghausen v. Tractor Supply Co.*, 306 F.R.D. 245, 266 (N.D. Cal. 2015).

3 **IV. CONCLUSION**

4 For all the foregoing reasons, Plaintiffs respectfully request that the Court
5 award attorneys’ fees in the amount of \$108,750.00 (25% of the total value of the
6 Settlement), reimbursement of litigation expenses in the amount of \$3,593.89, and
7 service awards of \$5,000.00 for each Class Representative (\$25,000.00 in total).

8
9 Dated: August 14, 2025

By: /s/ Andrew G. Gunem

Andrew G. Gunem (SBN 354042)

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Raina C. Borrelli (*pro hac vice*)

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22
23 ⁷ Plaintiffs will submit declarations with the Motion for Final Approval, in
accordance with the Preliminary Approval Order.

Attorneys for Plaintiffs and the Proposed Class

CERTIFICATE OF WORD COUNT L.R. 11-6.2

The undersigned, counsel of record for Plaintiffs, certifies that this brief contains 4,367 words, which complies with the Honorable Judge Slaughter's Civil Standing Order dated September 23, 2024, and Local Rule 11-6, limiting Memoranda of Points and Authorities in support of motions to 7,000 words.

/s/ Andrew G. Gunem

CERTIFICATE OF SERVICE

I, Andrew G. Gunem, hereby certify that on August 14, 2025, I electronically filed the foregoing with the Clerk of the Court using the CM/ECF system, which will send notification of such filing to counsel of record, below, via the ECF system. DATED this 14th day of August, 2025.

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By: /s/ Andrew G. Gunem

Andrew G. Gunem (SBN 354042)

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Proposed Settlement Class Counsel

Additional Counsel Listed on Signature Page

**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

**KYLE MCDANIEL, RIKKI
MCDANIEL, JON WILLIAMS,
MOJDEH WILLIAMS, and TOM
SIMMONS**, on behalf of themselves and
all similarly situated individuals,

Plaintiffs,

v.

**TOSHIBA GLOBAL COMMERCE
SOLUTIONS, INC.,**

Defendant.

Case No. 8:24-cv-01772-FWS-ADS

**AMENDED DECLARATION OF
RAINA C. BORRELLI IN
SUPPORT OF PLAINTIFFS'
MOTION FOR AWARD OF
ATTORNEYS' FEES,
EXPENSES, AND SERVICE
AWARDS**

Judge Fred W. Slaughter

Date: October 2, 2025

Time: 10:00 a.m.

Courtroom: 10D (Santa Ana)

1 I, **Raina Borrelli**, hereby declare, under penalty of perjury, as follows:

2 1. I am an attorney duly admitted to practice law in the state of Minnesota
3 and am admitted to practice *pro hac vice* before this Court. I am a co-founder of the
4 law firm Strauss Borrelli PLLC. I have been practicing complex litigation for over
5 13 years.

6 2. I submit this declaration in support of Plaintiffs' Amended Motion for
7 Attorney's Fees, Expenses, and Service Awards, filed concurrently herewith.

8 3. I, with Andrew Gunem of Strauss Borrelli PLLC, William B. Federman
9 of Federman & Sherwood, and Kennedy M. Brian of Federman & Sherwood, am
10 "Settlement Class Counsel" or "Class Counsel" in the above-referenced action. We
11 represent Plaintiffs Kyle McDaniel, Rikki McDaniel, Jon Williams, Mojdeh
12 Williams, Tom Simmons, and the Settlement Class.

13 4. This class action lawsuit stems from a data security incident impacting
14 Defendant Toshiba Global Commerce Solutions, Inc.'s ("TGCS" or "Defendant")
15 computer network that resulted in unauthorized access to personally identifiable
16 information ("PII") belonging to Plaintiffs and the Class. After protracted arm's
17 length settlement negotiations, reviewing informal discovery, and assessing the
18 strengths and weaknesses of the case, the Parties reached a settlement that is fair,
19 reasonable, and adequate. The Court preliminarily approved the Settlement on May
20 23, 2025. (ECF No. 41). The Court approved the notice program, notifying the Class
21 of the Settlement and their rights thereunder, which is currently being implemented
22 by the Settlement Administrator, RG/2 Claims Administration LLC. Class Counsel
23

1 now move the Court for an order awarding attorneys' fees, expenses, and service
2 awards to compensate Class Counsel and Plaintiffs for the work they performed that
3 resulted in an outstanding Settlement for the Class.

4 5. The Settlement represents an outstanding result for the Settlement
5 Class, particularly considering the complex nature of the case and the uncertainty of
6 success. Although I believe in the merit of the claims asserted, this litigation was
7 inherently risky and complex. The claims involve the intricacies of data breach
8 litigation (a fast-developing area in the law), and Plaintiffs would face risks at each
9 stage of litigation. Against these risks, it was through the hard-fought negotiations,
10 skill, and hard work of Class Counsel and Plaintiffs that the Settlement was achieved
11 for the benefit of the Settlement Class.

12 6. The Settlement provides significant cash compensation. Settlement
13 Class Members are eligible to receive Out-of-Pocket Expense Reimbursement up to
14 \$7,500.00. (SA, ¶ 3.2). All California Settlement Subclass members can make a
15 claim for a \$150.00 cash payment. (*Id.* ¶ 3.4). Additionally, all Settlement Class
16 members may make a claim for a *pro rata* share of all cash remaining in the
17 Settlement Remainder. (*Id.* ¶ 3.5).

18 7. These are real, significant benefits that without the efforts of Plaintiffs
19 and Class Counsel, and their willingness to take on the attendant risks of litigation,
20 would not have been made available to Settlement Class Members. The Settlement
21 provides immediate and significant benefits to the Settlement Class while avoiding
22 the delay and uncertainty of protracted litigation.

1 8. As compensation for the substantial benefits conferred upon the
2 Settlement Class, and the significant amount of work Class Counsel have
3 undertaken, Settlement Class Counsel request this Court award attorneys' fees in the
4 amount of \$108,750.00 (25% of the total value of the Settlement) and reimburse
5 their litigation expenses in the amount of \$3,593.89. This request is *less* than the
6 amount contemplated by the Settlement Agreement and the Motion for Preliminary
7 Approval (which both contemplated 33%). As of August 1, 2025, zero (0) Class
8 Members have objected to the Settlement. The payment of attorney fees, expenses,
9 and the service award were negotiated only after the Settlement terms were fully
10 negotiated and agreed upon by the Parties.

11 9. Class Counsel maintained contemporaneous, detailed time records
12 billed in 6-minute increments. In anticipation of the filing of the fee motion, Class
13 Counsel collectively reviewed the time submissions, audited them, and reduced
14 hours that appeared duplicative, excessive, or unnecessary.

15 10. Although Class Counsel have consistently sought to keep costs and fees
16 to a minimum, this case required a significant amount of work and time. This case
17 was levied against a company represented by a well-known law firm with extensive
18 data breach litigation experience. Class Counsels' efforts in this matter included:

- 19 a. fully investigating the facts and legal claims, including interviewing and
20 vetting multiple potential plaintiffs;
21 b. obtaining and reviewing documents from Class Members substantiating
22 their claims;

- c. drafting and preparing the complaints, as well as conducting extensive research for those complaints;
- d. regularly communicating with the named Plaintiffs to keep them apprised of the progress in the action;
- e. requesting, obtaining, and/or reviewing information from TGCS regarding the Data Incident;
- f. analyzing the strengths and weaknesses of the case;
- g. participating in months of settlement negotiations with TGCS to reach and finalize the Settlement Agreement, proposed orders, and notice documents;
- h. developing the notice program and distribution plan for the Settlement;
- i. soliciting bids from several settlement administrators to ensure the class was getting the best notice at a cost-effective price;
- j. obtaining preliminary approval of the Settlement;
- k. aiding Class members with questions about the claims process and submitting claims;
- l. conducting research for Plaintiffs' Motion for Attorneys' Fees, Costs, Expenses, and Service Awards and subsequently drafting Plaintiffs' Motion for Attorneys' Fees, Costs, Expenses, and Service Awards; and
- m. working with the Settlement Administrator to implement the notice program and oversee the claims process.

1 11. Class Counsel are highly experienced in this area of practice and have
2 a well-respected reputation in the data privacy litigation sector.

3 12. Class Counsel have a plethora of experience as consumer class action
4 attorneys and as advocates in data breach class actions. *See* ECF No. 38-2 (attaching
5 the firm resumes of Strauss Borrelli PLLC and Federman & Sherwood). Class
6 Counsel worked hard on behalf of the Settlement Class to obtain information from
7 Defendant regarding the Data Incident and utilized their experience, and the
8 knowledge gained from other data breach class actions to negotiate a favorable
9 Settlement. This experience enabled Class Counsel to represent Plaintiffs' and Class
10 Members' interests without expending hundreds of hours and substantial financial
11 resources to come up to speed on the subject area.

12 13. Having worked on behalf of the class since the data breach was first
13 announced, evaluated the legal and factual disputes, and dedicated significant time
14 and resources to this litigation, Settlement Class Counsel fully endorse the
15 Settlement. Although Class Counsel and Plaintiffs believe in the merit of their
16 claims, success was far from guaranteed.

17 14. As of the date of filing this declaration, Class Counsel expended 109.20
18 hours prosecuting this matter on behalf of Plaintiffs and the Class for a total lodestar
19 of \$71,420.00. A detailed lodestar is included below.¹ The total amount requested in
20
21

22 ¹ Detailed time and expense spreadsheets are attached to this Declaration as **Exhibits**
23 **A** and **B** and excel spreadsheets were emailed to chambers, per this Court's Civil
Standing Order.

fees, \$108,750.00, reflects a modest multiplier of approximately 1.52.² This time does not include time spent preparing the motion for final approval, preparing for and traveling to the final fairness hearing, supervising the claims process, or responding to Settlement Class Member inquiries about their payments, all of which will require Class Counsel to accrue additional time and fees. Class Counsel estimate they will incur approximately forty (40) hours engaging in these tasks.

FEDERMAN & SHERWOOD

Timekeeper	Position	Hourly Rate	Hours	Lodestar
William B. Federman	Partner	\$1,150.00	12.70	\$14,605.00
Kennedy M. Brian	Attorney	\$650.00	47.70	\$31,005.00
Tanner R. Hilton	Attorney	\$550.00	4.80	\$2,640.00
Tiffany Peintner	Paralegal	\$300.00	9.70	\$2,910.00
Frandelind Traylor	Law Clerk	\$300.00	2.30	\$690.00
Tashia Poore	Paralegal	\$300.00	0.40	\$120.00
TOTAL			77.60	\$51,970.00

STRAUSS BORRELLI PLLC

Timekeeper	Position	Hourly Rate	Hours	Lodestar
Samuel Strauss	Partner	\$700.00	7.10	\$4,970.00
Raina Borrelli	Partner	\$700.00	12.70	\$8,890.00
Cassandra Miller	Partner	\$700.00	2.90	\$2,030.00
Andrew Gunem	Attorney	\$400.00	8.90	\$3,560.00
TOTAL			31.60	\$19,450.00

² Calculated by dividing the requested fee award (\$108,750.00) by Class Counsel's combined lodestar (\$71,420.00).

15. Additionally, the reimbursement requested for Class Counsel's costs and expenses, \$3,593.89 is for expenses necessary to prosecute this Action, all of which directly benefitted the Class. These expenses are typical of litigation, reasonable in amount, and necessary for advancement of the action to the benefit of the Settlement Class.

FEDERMAN & SHERWOOD

Description	Amount
Copies	\$39.00
Travel	\$1,162.44
Conference Call	\$29.37
Postage	\$41.76
Filing/PHV fees	\$1,905.00
Legal Notice	\$275.00
Misc. (cert. of good standing)	\$25.00
Pacer/Westlaw	\$32.37
TOTAL	\$3,509.94

STRAUSS BORRELLI PLLC

Description	Amount
Filing Fees	\$83.95
TOTAL	\$83.95

16. In tracking lodestar and expenses in this matter, Class Counsel maintained contemporaneous and detailed time records, which include a description of all work performed and expenses incurred. The hours billed were reasonable and necessary for the prosecution of this case on behalf of Plaintiffs and the Class. The hours and lodestar are minimal for getting a class action case to this stage and were undertaken in a manner to avoid duplication of work.

1 17. Prior to submitting Class Counsel's lodestar to the Court, Class Counsel
2 reviewed all the time entries billed to this matter and exercised billing judgment to
3 exclude hours that, in Class Counsel's professional judgment, were excessive,
4 duplicative, or otherwise could not be billed to a fee-paying client.

5 18. The hourly rates Class Counsel utilized in this matter are in line with
6 those prevailing in the community for similar services by lawyers of reasonably
7 comparable skill, experience, and reputation. *In re: Orrick, Herrington & Sutcliffe,*
8 *LLP Data Breach Litig.*, No. 3:23-cv-04089, ECF Nos. 68, 74 (N.D. Cal.)
9 (approving partner hourly rate of \$1,150.00, attorney hourly rate of \$600.00, and
10 paralegal hourly rate of \$300.00); *In re Solara Medical Supplies Data Breach*
11 *Litigation*, No. 3:19-cv-02284, ECF Nos. 148, 150 (S.D. Cal.); *see also Perez, et al.*
12 *v. Carvin Wilson Software, LLC*, No. CV-23-00792, ECF Nos. 48-1, 53 (D. Ariz.)
13 (approving Federman & Sherwood's hourly rate range of \$300.00–\$1,150.00);
14 *Hogsed, et al. v. PracticeMax, Inc.*, No. 2:22-cv-01261, ECF Nos. 42-1, 45 (D.
15 Ariz.) (approving hourly rate range from \$125.00–\$1,450.00); *In re Ethos Tech. Inc.*
16 *Data Breach Litig.*, No. 3:22-cv-09203, ECF Nos. 43, 68 (approving Strauss
17 Borrelli's hourly rates ranging from \$150.00–\$700.00).

18 19. Class Counsel took this case on a purely contingent basis with the
19 understanding that they would only be compensated if there was a recovery for
20 Plaintiffs, and Court approval of the requested fees. As such, neither compensation
21 for their time nor reimbursement of their costs were guaranteed to Counsel in this
22 case. Settlement Class Counsel assumed significant risk of nonpayment or
23

1 underpayment of their attorneys' fees. This time could have been devoted to other
2 fee generating matters of lesser risk and complexity.

3 20. This Action called for considerable skill and experience, requiring
4 investigation and mastery of complex factual circumstances, the ability to develop
5 creative legal theories, and the skill to respond to a host of legal defenses. Data
6 breach litigation is a cutting-edge area of the law that presents numerous developing
7 issues, evolving precedents, and unpredictable outcomes. Despite these risks,
8 however, Class Counsel undertook this litigation on an entirely contingency fee basis
9 with no promise of any reward.

10 21. Continued litigation would require extensive formal discovery,
11 depositions, expert reports, obtaining and maintaining class certification throughout
12 trial, surviving a motion for summary judgment, and withstanding possible appeals
13 (interlocutory and/or after the merits).

14 22. Class Counsel also seek Service Awards in the amount of \$5,000.00 for
15 each of the Class Representatives (\$25,000.00 in total for all five Class
16 Representatives). Class Representatives initiated and oversaw this litigation for the
17 benefit of the Settlement Class, and it is due to their service that a favorable
18 Settlement was obtained. Plaintiffs expended considerable effort on behalf of the
19 Class, including answering a detailed questionnaire; providing essential information
20 to Class Counsel to prosecute his claims; collecting documents and other evidence
21 that supported his claims; agreeing to face invasive and time-consuming discovery,
22 if necessary; reviewing pleadings and coordinating with Class Counsel as to the
23

1 status of, and strategy for, the Action; conferring with Class Counsel about the
2 settlement negotiations; and considering and approving the Settlement terms on
3 behalf of the Class.

4 23. Plaintiffs' commitment to the Class's interests and desire to remedy
5 these issues warrants recognition in the form of the Service Awards requested. The
6 active participation and efforts expended by Plaintiffs in prosecuting this Action
7 materially aided, and indeed was necessary to, the Settlement achieved. Plaintiffs
8 fully supports the Settlement achieved.

9 24. To address the Court's concerns identified in the Preliminary Approval
10 Order, Class Counsel: (i) will request that RG/2 delay disbursing any Court approved
11 attorneys' fees until the Settlement Class Members are issued settlement payments;
12 and (ii) will reduce their fee request to 25% of the common fund.

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

15
16 Dated: August 14, 2025

By: /s/ Raina C. Borrelli

Raina C. Borrelli

raina@straussborrelli.com

STRAUSS BORRELLI PLLC

One Magnificent Mile

980 N. Michigan Avenue, Ste. 1610

Chicago, IL 60611

Telephone: (872) 263-1100

Facsimile: (872) 263-1109

CERTIFICATE OF SERVICE

I, Andrew G. Gunem, hereby certify that on August 14, 2025, I electronically filed the foregoing with the Clerk of the Court using the CM/ECF system, which will send notification of such filing to counsel of record, below, via the ECF system.
DATED this 14th day of August, 2025.

STRAUSS BORRELLI PLLC

By: /s/ Andrew G. Gunem

Andrew G. Gunem (SBN 354042)

agunem@straussborrelli.com

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— EXHIBIT A —

McDaniel v. Toshiba Global Commerce Solutions, Inc.
Strauss Borrelli PLLC
LODESTAR REPORT, 2024-2025 RATES

Timekeeper	Title	Rate	Time	Lodestar
Samuel Strauss	Partner	700.00	7.10	4,970.00
Raina Borrelli	Partner	700.00	12.70	8,890.00
Cassandra Miller	Partner	700.00	2.90	2,030.00
Andrew Gunem	Associate	400.00	8.90	3,560.00
TOTAL:			31.60	19,450.00

McDaniel v. Toshiba Global Commerce Solutions, Inc.
Strauss Borrelli PLLC
LODESTAR REPORT BY CATEGORY

Timekeeper	Title	1	2	3	4	5	6	7	8	Rate	Total Time	Lodestar
Samuel Strauss	Partner	1.00	6.10	0.00	0.00	0.00	0.00	0.00	0.00	700.00	7.10	4,970.00
Raina Borrelli	Partner	0.00	0.50	2.60	0.00	8.90	0.70	0.00	0.00	700.00	12.70	8,890.00
Cassandra Miller	Partner	0.00	0.00	0.00	0.00	0.00	2.90	0.00	0.00	700.00	2.90	2,030.00
Andrew Gunem	Associate	0.00	0.00	0.00	0.00	0.00	8.90	0.00	0.00	400.00	8.90	3,560.00
TOTAL:		1.00	6.60	2.60	0.00	8.90	12.50	0.00	0.00		31.60	19,450.00

CATEGORY LEGEND:

1 = Docketing / Communications (Client, Co-Counsel)

2 = Case Investigation / Complaint Preparation

3 = Settlement Negotiations/ Preparation of SA
and Exhibits
4 = Claims Administrator Communications
5 = Motion for Preliminary Approval
Preparation
6 = Motion for Attorneys' Fees Preparation
7 = Motion for Final Approval Preparation
8 = Misc. Filings (PHV, etc.)

Expenses	
Category	Amount Paid
Courier/Special Postage	\$83.95
TOTAL:	\$83.95

— EXHIBIT B —

Toshiba American Business Solutions - TGCS

Federman & Sherwood

Lodestar Report by Attorney

Name	Position	Rate	Hours	Lodestar
Brian, Kennedy	Attorney	\$ 650.00	47.7	\$ 31,005.00
Federman, William	Managing Partner	\$ 1,150.00	12.7	\$ 14,605.00
Hilton, Tanner	Attorney	\$ 550.00	4.8	\$ 2,640.00
Peintner, Tiffany	Paralegal	\$ 300.00	9.7	\$ 2,910.00
Traylor, Frandelind	Law Clerk	\$ 300.00	2.3	\$ 690.00
Poore, Tashia	Paralegal	\$ 300.00	0.4	\$ 120.00
TOTALS			77.6	\$ 51,970.00

Toshiba American Business Solutions - TGCS

Federman & Sherwood

Lodestar Report by Category

Name	Position	Rate	Category 1	Category 2	Category 3	Category 4	Category 5	Category 6	Category 7	Category 8	Total	Lodestar
Brian, Kennedy	Attorney	\$ 650.00	3.9	15.1	6.1	2.9	3.8	11.2	0.0	4.7	47.7	\$ 31,005.00
Federman, William	Managing Partner	\$ 1,150.00	4.5	7.0	0.9	0.3	0.0	0.0	0.0	0.0	12.7	\$ 14,605.00
Hilton, Tanner	Attorney	\$ 550.00	0.0	0.0	0.0	0.0	0.0	0.0	0.0	4.8	4.8	\$ 2,640.00
Peintner, Tiffany	Paralegal	\$ 300.00	5.5	2.5	0.6	0.0	0.0	0.0	0.0	1.1	9.7	\$ 2,910.00
Traylor, Frandelind	Law Clerk	\$ 300.00	2.3	0.0	0.0	0.0	0.0	0.0	0.0	0.0	2.3	\$ 690.00
Poore, Tashia	Paralegal	\$ 300.00	0.0	0.0	0.2	0.0	0.0	0.0	0.0	0.2	0.4	\$ 120.00
TOTALS			16.2	24.6	7.8	3.2	3.8	11.2	0.0	10.8	77.6	\$ 51,970.00

Category Legend:
1. Docketing/Communications
2. Case Investigation/Complaint Preparation
3. Settlement Negotiations/Preparation of Settlement Agreement and Exhibits
4. Claims Administrator Communications/Claims Administration Tasks
5. Motion for Preliminary Approval Preparation
6. Motion for Attorneys' Fees Preparation
7. Motion for Final Approval Preparation
8. Miscellaneous Filings (PHV, Stipulations, etc.)

Expenses
8/7/2025

Category of Expenses	
Filing/PHV Fees	\$ 1,905.00
Pacer	\$ 32.37
Conference Call	\$ 29.37
Legal Notice	\$ 275.00
Travel	\$ 1,162.44
Copies	\$ 39.00
Misc. (cert. of good standing)	\$ 25.00
Postage	\$ 41.76
TOTAL	\$ 3,509.94