

fund Settlement Fund of \$475,000.00; and (2) service awards to Plaintiffs in the amount of \$2,500 per Plaintiff for a total of \$5,000, subject to approval of the Court. Settlement Agreement (“SA”) ¶¶ 7(a), 8(a).

As demonstrated below, the \$158,333.33 combined fee and expense request is reasonable in light of the exceptional settlement benefits available to Settlement Class Members. Class Counsel negotiated a significant recovery on behalf of the Class, which will provide relief to injured Settlement Class Members, provide protection against future identity theft, and enhance the data security protecting the Settlement Class Members’ data that remains in Defendant’s possession.

The Parties negotiated and reached an agreement regarding attorneys’ fees, costs, and expenses only after reaching an agreement on all other material Settlement terms. As such, Class Counsel merely seeks a reasonable payment to compensate them for obtaining this significant recovery on behalf of the Settlement Class Members.

The requested service awards likewise constitute a modest payment to acknowledge the Plaintiffs’ time and commitment to the prosecution of this action alongside Class Counsel. For the reasons stated herein, this Court should grant Plaintiffs’ Motion for Approval of Attorneys’ Fees, Costs, and Class Representative Services’ Awards.

II. BACKGROUND

A. Incorporation by Reference

Below is a summary of the factual background relevant to the instant motion, for a more complete recitation of the factual and procedural background on this case, Plaintiffs refer this Court to, and hereby incorporate, Plaintiffs’ Unopposed Motion for Preliminary Approval of Class Action Settlement and Memorandum in Support (“Prelim. App. Mot.”) filed on April 24, 2026, and the accompanying Exhibits, including the proposed Settlement Agreement, filed in conjunction therewith.

B. The Data Incident and Procedural Posture

Defendant Pineland Community Service Board (“Pineland” or “Defendant”) is a healthcare entity

that helps children, adolescents, adult and seniors who have mental illness, developmental disabilities and addiction challenges to live more full and productive lives. Mann Decl. ¶ 7. As a condition of receiving either healthcare or employment services, Plaintiffs and Settlement Class Members were required to and did provide Defendant with sensitive, personal and private information, including their name, birth date, Social Security number, medical history/treatment, and financial information. *Id.* ¶ 8. In the ordinary course of providing such services to Plaintiffs and Settlement Class Members, Defendant collects their highly sensitive PII/PHI. *Id.* ¶ 9.

In its “Notice of Data Breach” letter, Defendant unequivocally states: “Pineland takes the event and the security of information in our care very seriously.” Mann Decl. ¶ 10. Between November 24, 2024, and January 20, 2025, an unauthorized actor accessed Defendant’s computer network, which resulted in potential access to files containing Personal Information that had been collected by Defendant and stored on its network. *Id.* As a result of the Data Incident, approximately 22,787 individuals’ PII/PHI (“Private Information”) was potentially impacted. *Id.* ¶ 11. Defendant provided potentially impacted individuals with notice of the Data Incident around August of 2025. *Id.*

Following the filing of the two complaints, the Parties engaged in early resolution discussions over a period of five (5) months, including exchanging informal discovery and information related to the Data Incident. After numerous meetings, calls, and arm’s length negotiations, Parties agreed to a Settlement in principle.

III. SUMMARY OF SETTLEMENT

The Settlement Provides for monetary relief to be paid by Defendant to eligible claimants of the Settlement Class, defined as all individuals residing in the United States or its territories whose Private Information was potentially impacted in the Data Incident that was experienced by Defendant in or around January 2025. SA ¶ 22. Under the Settlement, Defendant will fund a \$475,000.00 non-reversionary Settlement Fund to provide each claimant with either (1) a Documented Loss Payment of up to \$5,000

(Cash Payment A), or (2) a flat, *pro rata* Alternate Cash payment and (3) two years of Credit and Medical/Healthcare Data Monitoring. *Id.* ¶ 21; SA ¶ 2(a). Further, prior to Final Approval, Defendants will provide Class Counsel with a written attestation regarding the additional security measures it implemented following the Data Incident to ensure protection of the data in its possession. The costs of these measures are the responsibility of the Defendant and will not in any way reduce the Settlement Amount. *Id.* ¶ 1(a).

IV. LEGAL STANDARD

“[U]nder Georgia law, if a common fund is generated in a class action for the benefit of the class, a percentage of the fund goes to pay for reasonable attorney fees.” *Teachers Retirement Sys. Of Ga. v. Plymel*, 296 Ga. App. 839, 846 (Ga. App. (Fulton County) Feb. 19, 2009). Georgia courts have specifically found “the percentage of the fund approach to be the most equitable, sensible, and fair” and the “preferred method of determining fees[.]” *Friedrich v. Fid. Nat’l Bank*, 247 Ga. App. 704, 707 (Ga. App. (Fulton County) Jan. 29, 2001).

In determining the appropriate award of attorneys’ fees, Georgia courts utilize the factors set out by the Eleventh Circuit in *Camden I Condo. Ass’n v. Dunkle*, 946 F.2d 768, 775 (11th Cir. 1991), which were derived from the “*Johnson* factors.” *Camden I*, 946 F.2d at 775 (referencing *Johnson v. Georgia Highway Express, Inc.*, 488 F.2d 714, 717-20 (5th Cir. 1974)).¹ In that case, the court was clear that

¹ Since its enactment, Georgia Courts have read O.C.G.A. § 9-11-23, the statute that governs class actions in Georgia, to track Federal Rule 23. In 2003 the state legislature shored up this interpretation, modifying O.C.G.A. § 9-11-23 to actually conform to the Federal Rule. Thus, and in acknowledgement of the few definitive holdings in Georgia on the subject, Georgia Courts rely on federal cases interpreting Federal Rule 23(e) when interpreting O.C.G.A. § 9-11-23(e). *See Sta-Power Indus., Inc. v. Avant*, 134 Ga. App. 952, 953 (1975); *Brenntag Mid S., Inc. v. Smart*, 308 Ga. App. 899, 903 (2011) (“it is appropriate that we look to federal cases interpreting Rule 23 of the federal rules of Civil Procedure, the rule upon which OCGA 9-11-23 was based, for guidance” (internal quotations omitted)); *Eaves v. Earthlink, Inc.*, No. 2005-CV-97274, 2010 Ga. Super. LEXIS 1532, at *1-2 (Ga. Super. Ct. (Fulton County) June 7, 2010) (citing heavily to 11th Circuit law with regard to attorneys’ fee issues). Plaintiffs do the same here where state authority is not otherwise available.

“...percentage of the fund approach is the better reasoned in a common fund case.” 946 F.2d at 774. This principle is true here.

Buttressing this fact, even where the settlement is *not* a non-reversionary common fund, like here, but where there is a claims-made settlement, Georgia courts still endorse the percentage-of-the-recovery method. In *Eaves v. Earthlink, Inc.*, No. 2005-CV-97274, 2010 Ga. Super. LEXIS 1532, at *1-2 (Ga. Super. Ct. (Fulton County) June 7, 2010), the judge applied the percentage-of-recovery rule where eligible class members were to be compensated through a claims made process and attorney’s fees were to be paid separately from the benefit to class members.

Similarly, here, the percentage-of-the recovery approach applies because the Settlement Agreement provides for a common fund settlement that will satisfy the ordinary and extraordinary loss claims of Settlement Class Members.

V. ARGUMENT

A. The Award Sought for Attorneys’ Fees is Reasonable and Appropriate

“Courts generally encourage fee agreements between plaintiffs and defendants in class actions that, like this one, are negotiated at arm’s-length.” *Eaves*, 2010 Ga. Super. LEXIS 1532, at *6. When attorneys’ fees, costs, and expenses are not deducted from the settlement fund, but instead negotiated at arm’s-length and paid separately, courts find the fee sought is “even more reasonable” because defendants are “incentive[ized] to bargain strenuously to keep the fee as low as possible.” *Id.* at 7, 12 (quoting *Elkins v. Equitable Life Ins. Co. of Iowa*, No. 96-296, 1998 U.S. Dist. LEXIS 1557, *99 (M.D. Fla. 1998)). Under these circumstances, courts have given “‘great weight’ to the negotiated fee in considering the fee request.” *Eaves*, 2010 Ga. Super. LEXIS 1532, at *7.

Here, Plaintiffs and Defendant negotiated and reached agreement regarding attorneys’ fees, costs and expenses only after reaching agreement on all other material Settlement terms. Subject to Court approval, “Class Counsel may file a motion seeking an award of attorneys’ fees of up to one-third of the

Settlement Fund, and, separately, reasonably incurred litigation expenses and costs (i.e., Fee Award and Costs), no later than fourteen (14) days prior to the Objection Deadline.” SA ¶ 8(a). Thus, Plaintiffs seek a combined award of attorneys’ fees and expenses in the amount of one-third of the non-reversionary \$475,000 common fund Settlement Fund, or \$158,333.33. Taking into account the costs of litigation, \$729.43, the actual attorneys’ fees requested are only \$157,603.90.

B. Plaintiffs Satisfy the *Johnson* Factors

In addition to the above considerations, courts in this Circuit also consider the factors initially set forth by the Fifth Circuit in *Johnson*, 488 F.2d at 719-20 (5th Cir. 1974): (1) the time and labor required; (2) the novelty and difficulty of the questions; (3) the skill requisite to perform the legal service properly; (4) the preclusion of employment by the attorney due to acceptance of the case; (5) the customary fee; (6) whether the fee is fixed or contingent; (7) time limitations imposed by the client or the circumstances; (8) the amount involved and the results obtained; (9) the experience, reputation, and ability of the attorneys; (10) the “undesirability” of the case; (11) the nature and length of the professional relationship with the client; and (12) awards in similar cases. *Eaves*, 2010 Ga. Super. LEXIS 1532, at *12-13 (citing *Camden I*, 946 F.2d at 772-773 (citing *Johnson*, 488 F.2d at 722)). Each of these factors is addressed below.

1. Time and Labor Required

The time and labor to litigate data breach class actions is significant, particularly because of the novelty of the issues presented. As detailed in their declarations and supporting exhibits, Class Counsel have expended substantial effort to prosecute this case over the duration of the litigation and expect to expend even more time to bring this class action settlement to a conclusion.

These efforts include time investigating the cause and effects of the Data Security Incident; interviewing potential clients; evaluating the potential clients as potential class representatives; contributing to the evaluation of the merits of the case before filing the initial complaint; conducting legal research; conducting extensive research into data security incidents and their causes and effects, including

conducting further extensive research into data security practices and standards across similar platforms and industries; drafting and filing the initial complaints; conducting informal discovery regarding the Data Security Incident; negotiating the principle terms of the settlement entailing relief to the Settlement Class; drafting the Settlement Agreement, the relevant notices of Settlement, the Motion for Preliminary Approval, and the instant Motion for Approval of Attorneys' Fees, Costs, and Class Representative Service Awards and Memorandum in Support; communicating with defense counsel and the Settlement Administrator on a regular basis; updating and handling questions from our proposed Representative Plaintiffs; overseeing the Notice Program with substantial interaction with the Settlement Administrator; and overseeing the Claims process. *See* Declaration of Jonathan Mann in Support of Plaintiffs' Motion for Approval of Attorneys' Fees, Costs, and Service Awards, filed herewith ("Fees Decl.") ¶ 12.

Class Counsel anticipate expending more time and labor in preparation of the eventual motion for final approval of the Settlement and participating in the Final Approval Hearing. *Id.* ¶ 13. Class Counsel's total labor expended is reasonable and appropriate for this class action, where Class Counsel were able to reach a swift resolution. Fees Decl. ¶ 14. Therefore, the time and labor required supports the requested attorneys' fee.

2. The novelty and difficulty of the questions involved.

Among national consumer protection class action litigation, data breach cases are some of the most complex. Due at least in part to the cutting-edge nature of data protection technology and rapidly evolving law, data breach cases like this one are particularly complex and face substantial hurdles—even just to make it past the pleading stage. *See Hammond v. The Bank of N.Y. Mellon Corp.*, No. 08-cv-6060, 2010 U.S. Dist. LEXIS 71996, at *2-3 (S.D.N.Y. June 25, 2010) (collecting data breach cases dismissed at the Rule 12(b)(6) or Rule 56 stage). Data breach cases in particular are especially risky, expensive, and complex. *See In re Sonic Corp. Customer Data Sec. Breach Litig.*, 2019 WL 3773737, at *7 (N.D. Ohio Aug. 12, 2019) ("The costs, risks, and delay of trial and appeal further support accepting this settlement.

Data breach litigation is complex and risky. This unsettled area of law often presents novel questions for courts. And of course, juries are always unpredictable.”). These cases are particularly risky for plaintiff attorneys and the individuals they represent. Fees Decl. ¶ 11.

As a novel area of the law, the certification and outcome of data breach class actions at trial is largely unsettled, especially in Georgia. *See Dep’t of Labor v. McConnell*, 305 Ga. 812 (2019) (*McConnell II*) (questioning data privacy rights in Georgia). As a result, Settlement Class Members may never have secured relief, financial or otherwise, absent this Settlement because data breach class actions present novel and complex issues, making a successful outcome difficult to predict. Without reaching a swift Settlement, Plaintiffs would have otherwise endured lengthy, expensive, and arduous litigation. Plaintiffs’ requested fee award of one-third of the common fund considers the novelty and complex nature of data breach class action cases, and appropriately compensates Class Counsel’s ability to resolve this matter efficiently while recovering the maximum amount available to Settlement Class Members in a timely manner.

3. *The skill requisite to perform the legal service properly.*

In light of the novelty, difficulty, and constantly evolving nature of questions related to data privacy, the skill required to advocate for victims of data breaches is high. Class Counsel’s skills and experience in complex class action litigation weighs in favor of approval of the requested fee award. *Bendon v. DTG Operations, Inc.*, No. ED CV 16-0861 FMO, 2018 U.S. Dist. LEXIS 143027, at *22 (C.D. Cal. Aug. 22, 2018) (finding that experienced class counsel weighs in favor of granting the fee request). Class Counsel’s background demonstrates that Class Counsel is experienced in the highly specialized field of data breach class action litigation, well credentialed, and equal to the difficult and novel tasks at hand. Fees Decl. ¶ 11. Class Counsel’s fee request is commensurate with that experience, which was leveraged here to procure the Settlement. The skill demonstrated by Class Counsel in developing the initial filing documents, cooperating to move the action forward for the good of the Settlement Class Members,

mediating the case and settling the action to an early and excellent resolution further support the fees requested.

4. The preclusion of other employment opportunities by the attorneys due to acceptance of the case.

This factor weighs in favor of the attorneys’ fee request because the pursuit of this litigation required a certain concentration of effort which prevented Class Counsel from dedicating additional time to other matters. Class Counsel invested substantial time, effort, and resources into the litigation of this risky and uncertain case with no guarantee or promise of return on their investment. Fees Decl. ¶ 14.

5. The customary fee and awards in similar cases.

The fifth and twelfth *Johnson* factors—the customary fee, and awards in similar cases—also support approval. These factors weigh in favor of awarding Class Counsel the requested fee as the requested fee aligns with fee awards approved by courts in other recent claims-made data breach settlements set forth in the chart below:

Case Name	Class Members	Settlement Benefits	Fees Approved	Final Approval
<i>Mark, et al. v. Pourlessoins, Llc D/B/A Synergy Healthcare Services</i> , Case No. 24-CV-5478 (DeKalb Co. Ga. Super. Ct.)	307,000	<ul style="list-style-type: none"> • Up to \$1,000 in Ordinary Loss Reimbursement, including lost time at \$20.00/hr. up to 4 hours; • Up to 2 years of credit monitoring and identity protection services • Up to \$10,000 for proven extraordinary losses; • Remedial measures totaling \$550,000 	\$300,000	

<p><i>Wilkins, et. al.</i> <i>v. Mulkey Cardiology Consultants at Holy Name Medical Center, P.C. and Mulkey Cardiology Consultants, P.C.</i>, No. BER-L-006203-23 (N.J. Super. Ct (Bergen Cty. Apr. 11, 2024)</p>	<p>78,874</p>	<ul style="list-style-type: none"> • Up to \$500 in Ordinary loss reimbursement • Up to \$5,000 in actual identity theft reimbursement • Up to 3 hours of lost time at \$25/hour • Two years of complimentary credit monitoring OR • Alternative Cash Payment of \$48. 	<p>\$300,000</p>	<p>Final Approval Order and Final Judgment entered on Apr. 11, 2025</p>
<p><i>Givony, et. al.</i> <i>v. Classic Residence Management, d/b/a VI</i>, No. 2024CH05037 (Ill. Cook Cty.,</p>	<p>61,425</p>	<ul style="list-style-type: none"> • Up to \$1,500 for ordinary loss reimbursement • Up to \$5,000 for extraordinary loss reimbursement • Up to 7 hours of lost time at \$25/hour • Two years of medical identity theft protection and medical data monitoring services 	<p>\$240,000</p>	<p>Final Approval Order and Final Judgment entered on Mar. 17, 2025</p>

<p><i>Aniol, et al. v. Roosevelt University</i>, Case No. 2024LA000283 (Ill. Will Cty., Aug. 23, 2024)</p>	<p>47,877</p>	<ul style="list-style-type: none"> • Documented out-of-pocket losses up to \$2,500 per class member • Lost time reimbursement up to 3 hours at \$25/hour • 12 months of free credit monitoring protection • Information security improvements implemented by Roosevelt 	<p>\$250,000</p>	<p>Final Judgment and Order of Dismissal entered on August 23, 2024</p>
<p><i>Coleman v. RailWorks Corp.</i>, No. 1:20-cv-02428 (S.D.N.Y. May 13, 2021)</p>	<p>20,763</p>	<ul style="list-style-type: none"> • Lost time reimbursement up to 5 hours at \$10/hours • 12 months of credit monitoring 	<p>\$493,000</p>	<p>Final Judgment and Order of Dismissal entered on May 13, 2021</p>
<p><i>Armstrong, et al. v. Gas South, LLC</i>, Civil Action No. 22106661 (Ga. Sup. Ct., Cobb Cty., Jan. 19, 2024)</p>	<p>38,671</p>	<ul style="list-style-type: none"> • \$250 in Ordinary Loss reimbursement • \$3,000 in Extraordinary Loss reimbursement • Lost time reimbursement up to 4 hours at \$20/hour • 24 months of credit monitoring 	<p>\$300,000</p>	<p>Order and Judgment Approving Final Class Settlement and Awarding Plaintiffs' Attorneys' Fees, Costs, and Named Plaintiff Service Awards entered on January 19, 2024</p>

In sum, Class Counsel's requested combined fees and expenses of \$158,333.33 is a very modest amount that aligns with other similar claims-made data breach settlement fee and expense awards, and is facially reasonable under the percentage method. Accordingly, this factor weighs in favor of approval of Plaintiffs' fee request.

6. *Whether the fee is fixed or contingent.*

Class Counsel undertook this litigation on a purely contingent basis, with no assurance of recovery of expenses or compensation for their time. Fees Decl. ¶ 15. Class Counsel took this matter on contingency based on the reasonable expectation that, if they were successful, they would receive fees comparable to those in other recent data breach class actions. The nature of contingency fees is that they are inherently uncertain and require counsel to assume more risk than in cases where compensation is based on billable hours. However, despite the substantial risks, Class Counsel remained steadfast and chose to represent Plaintiffs on contingency. *See Brulee v. Dal Global Servs., LLC*, No. CV 17-6433, 2018 U.S. Dist. LEXIS 211269, at *28 (C.D. Cal. Dec. 13, 2018) (“Attorneys are entitled to a larger fee award when their compensation is contingent in nature”). Because Class Counsel invested substantial time, effort, and resources into the litigation of this risky and uncertain case with no guarantee or promise of return on their investment—such a risk warrants an appropriate fee. *George v. Acad. Mortg. Corp.*, 369 F. Supp. 3d 1356, 1380 (N.D. Ga. Mar, 20, 2019) (collecting cases).

7. *Time limitations imposed by the client or the circumstances.*

Due to the inherent risks associated with data breaches, such as the increased risk of fraud and identity theft, Class Counsel diligently litigated this case in an efficient manner to ensure that Settlement Class Members received timely relief. While no time limitations were imposed by Plaintiffs, Class Counsel took on this case with the understanding that due to the nature of the alleged data breach, the sooner the Settlement Class received relief—especially the equitable relief in the form of data security enhancements to Defendant’s systems—the better.

8. *The amount involved and the results obtained.*

“The Supreme Court has twice stated that ‘degree of success obtained’ is ‘the most critical factor’ in determining the reasonableness of attorneys’ fees.” *Fessler v. Porcelana Corona De Mex.*,

S.A., 23 F.4th 408, 418 (5th Cir. 2022) (quoting *Farrar v. Hobby*, 506 U.S. 103 (1992) (internal quotation omitted)) (applying the *Johnson* factors). Here the Settlement Agreement provides significant monetary and mitigative relief to the Settlement Class. Specifically, under the Settlement, Defendant will fund a \$475,000.00 non-reversionary Settlement Fund to provide each claimant with either (1) a Documented Loss Payment of up to \$5,000 (Cash Payment A), or (2) a flat, *pro rata* Alternate Cash payment and (3) two years of Credit and Medical/Healthcare Data Monitoring. *Id.* ¶ 21; SA ¶ 2(a). Further, prior to Final Approval, Defendants will provide Class Counsel with a written attestation regarding the additional security measures it implemented following the Data Incident to ensure protection of the data in its possession. The costs of these measures are the responsibility of the Defendant and will not in any way reduce the Settlement Amount. *Id.* ¶ 1(a).

As such, under this Settlement, Settlement Class Members will be made whole for any losses they already suffered as a result of the Data Security Incident, be provided with protection in case of future identity fraud, and the data security for their data that remains with Defendant will be significantly enhanced. Moreover, the results in this case compare favorably to other claims-made data breach settlements approved by courts across the country. *See, supra.* Given the significant, and hard fought settlement negotiations, this excellent result negotiated by Class Counsel represents the maximum amount available on behalf of the Class. Therefore, the result obtained weighs in favor of the requested attorneys' fees.

9. *The experience, reputation, and ability of the attorneys.*

Class Counsel have demonstrated to the Court that they have competently handled this litigation. As noted, Class Counsel have significant experience prosecuting data breach class actions. Mann Decl. ¶¶ 2-6. Conversely, Defendant here was defended by highly qualified and nationally recognized counsel with a great deal of experience in data breach cases. As such, Class Counsel had to make meaningful efforts to secure a favorable settlement for the Class.

The prompt resolution of the case further demonstrates that Class Counsel managed this action skillfully, always mindful of Plaintiffs' and Settlement Class Members' best interests, while facing qualified opponents, which further attests to the experience, reputation, and the ability of the attorneys involved.

10. The “undesirability” of the case.

Given that data breach cases pose unique challenges, with unsettled areas of law that make outcomes of cases uncertain and difficult to predict, these cases may be less desirable. Moreover, class action litigation is more involved, is lengthier from time of filing to resolution, and requires more discovery and more investigation than other types of litigation. Finally, Class Counsel here undertook this litigation on a contingency fee basis, which in itself carries more risk. All these factors contribute to the undesirability of the case. Yet, Class Counsel remained steadfast and engaged in arm's-length negotiations to secure a favorable settlement that provided the Class with the maximum amount of benefits available.

11. The nature and the length of the professional relationship with the clients.

Class Counsel spent time building relationships with Plaintiffs, discussing Plaintiffs' claims, and addressing Plaintiffs' questions and concerns. Prior to filing the Complaint, Class Counsel investigated the potential claims against Defendant, interviewed potential plaintiffs, and gathered information about the Data Security Incident and its potential impact on the public. *Id.* Accordingly, this factor is neutral because Class Counsel's relationship with Plaintiffs does not give rise to concerns weighing either for or against Plaintiffs' fee request.

C. The Percentage of the Class Benefit

“Georgia primarily looks to the ‘common fund’ or ‘percentage of recovery’ method for determining the reasonableness of attorneys’ fees in class action cases.” *Eaves*, 2010 Ga. Super. LEXIS 1532, at *9. As stated prior, in *Camden I*, the court said that “...percentage of the fund approach is the better reasoned in a common fund case.” 946 F.2d at 774. “[T]he majority of common fund fee awards

fall between 20% to 30% of the fund, and some courts have approved fees above that range,” and Georgia courts have applied the same standard to the total potential value of a claims-made settlements as well. *Eaves at *9*.

Here, the total common fund Settlement Fund totals \$475,000.00, and Class Counsel seeks combined attorneys’ fees and expenses of one-third of that sum, or \$158,333.33.

This the actual attorneys’ fees requested is less than one-third. This percentage is well within the benchmark for fees in similar cases. Significantly, in *Corona-Cantu v. Ingo Money Inc.*, No. 1:24-CV-03023, 2025 WL 3567122, at *9 (N.D. Ga. June 17, 2025) (final approval of data breach class action), the court approved fees of one-third of the \$1,528,880 Settlement Value, or \$509,117.04, which was in addition to the requested expenses. There, the court noted that the fees were “...within the range of reason under the factors listed in *Camden I* [... noting that,] [i]t is well established that when a representative party has conferred a substantial benefit upon a class, counsel is entitled to attorneys' fees based upon the benefit obtained.” This range is well-accepted in other data breach cases. *See Whitlock v. FSL Mgmt., LLC*, No. 3:10cv-00562, 2015 WL 9413142, at * 9 (W.D. Ky. Dec. 22, 2015) (noting that the 20-30 percent range is generally approved, with a 25 percent award being presumptive). In data breach cases in particular, courts have found that an award of one third of the common fund “is customary and typical of like awards.” *See In re CorrectCare Data Breach Litig.* (approving one-third attorneys’ fees request in data breach class action); *In re Wright & Fillippis, LLC Data Security Breach Litig.*, 2024 WL 3083437 (E.D. Mich. Jun 20, 2024) (same); *All. Ophthalmology, PLLC v. ECL Grp., LLC*, No. 1:22-CV-296, 2024 WL 3203226, at *15 (M.D.N.C. June 27, 2024) (one third fee in data breach settlement) (citing *Lamie v. LendingTree, LLC*, No. 22-CV-307, 2024 WL811519, at *2 (W.D.N.C. Feb. 27, 2024) (same); *Thomsen v. Morely Cos.*, No. 22-CV-10271, 2023 WL 3437802, at *2 (E.D. Mich. May 12, 2023) (awarding 33% and finding that amount to be “presumptively reasonable”); *In re Forefront Data Breach Litig.*, No. 21-CV-887, 2023 WL 6215366, at *8 (E.D. Wis. Mar. 22, 2023) (overruling objector and awarding fee of

one-third of gross settlement fund and 41% of net settlement fund); *In re Novant Health, Inc.*, No. 1:22-CV-697, 2024 WL 3028443, at *9 (M.D.N.C. June 17, 2024) (awarding class counsel fees of one-third of \$6.6 million common fund in data privacy settlement); *In re TikTok, Inc., Consumer Priv. Litig.*, 617 F. Supp. 3d 904, 941 (N.D. Ill. 2022) (approving one-third fee of over \$29 million and noting that amount “is typical in other data privacy settlements”), appeal dismissed sub nom. *In re Tiktok Inc., Consumer Priv. Litig.*, No. 22-2682, 2022 WL 19079999 (7th Cir. Oct. 12, 2022).

Accordingly, the one-third fee request from the common fund is reasonable under Georgia law, well-accepted in data breach cases, and should be approved by the Court.

D. Plaintiffs’ Expense Reimbursement Request is Reasonable

Looking to the guidance from federal jurisprudence, pursuant to Fed. R. Civ. P. 23(h), a trial court may award nontaxable costs that are authorized by law or the parties’ agreement. Fed. R. Civ. P. 23(h). Courts typically allow counsel to recover their reasonable out-of-pocket expenses. *Beckman v. KeyBank, N.A.*, 293 F.R.D. 467, 481-83 (S.D.N.Y. Apr. 29, 2013). “In accordance with the well-established common fund exception to the American Rule, we are persuaded that class counsel herein are entitled to an award of their fees and expenses out of the fund that has been created for the class by their efforts.” *Camden I*, 946 F.2d at 771.

Plaintiffs’ Counsel’s request for \$158,333.33 includes reimbursement of \$729.43 in expenses they have incurred to date in prosecuting this Litigation. Fees Decl. ¶ 17. The expenses sought to be covered by the \$158,333.33 combined fee and expense award were all advanced by Class Counsel, were necessarily incurred in the prosecution of this case, and were also properly documented and prepared using contemporaneous records. *Id.* “Attorneys may be compensated for reasonable out-of-pocket expenses incurred and customarily charged to their clients, as long as they were ‘incidental and necessary to the representation’ of those clients.” *In re Indep. Energy Holdings PLC Sec. Litig.*, 302 F. Supp. 2d at 183 n.3 (S.D.N.Y. 2003) (internal quotation marks omitted). Such costs and expenses were

primarily comprised of filing fees, and service of process, that were necessary and reasonable to prosecuting the Litigation. *Id.* This sum is reasonable, and warrants reimbursement, as it corresponds with out-of-pocket costs borne by Class Counsel in connection with the prosecution and settlement of the action. *See Kiefer v. Moran Foods, LLC*, No. 12-cv-756, 2014 U.S. Dist. LEXIS 106924, at *55 (D. Conn. Aug. 5, 2014) (awarding reimbursement of litigation expenses that included court and process server fees, postage and courier fees, photocopies, and electronic research); *Mills v. Elec. Auto-Lite Co.*, 396 U.S. 375, 390-91 (1970) (approving reasonable out-of-pocket expenses).

Accordingly, Plaintiffs respectfully submit that the expenses incurred are reasonable and the Court should approve their request for reimbursement of the same.

E. The Requested Class Representatives' Service Awards Are Warranted

Plaintiffs respectfully request approval of service awards in the amount of \$2,500 each for their service as Class Representative, totally \$5,000.00. Service awards are commonly awarded in class action cases to compensate plaintiffs for the time and effort they expended in assisting the prosecution of the litigation, the risks incurred by becoming and continuing as a litigant, and any other burdens sustained. *Beckman*, 293 F.R.D. at 481-83; *Hillis*, 2007 U.S. LEXIS. 48278, at *51 (N.D. Ga. June 12, 2007) (“Incentive awards to class representatives are an accepted element of class action cases.”).

Here, the Settlement Agreement provides that, “Class Representatives and Class Counsel may seek Service Awards to the Class Representatives of up to \$2,500.00 each (\$5,000.00 in total for the two Class Representatives). Class Counsel may file a motion seeking a Service Award for the Class Representatives on or before fourteen (14) days prior to the Objection Deadline.” SA ¶ 7(a). “Courts routinely approve similar payments to class representatives for their willingness to take the risks entailed in being a class representative and to shoulder the burden and inconvenience of litigation on behalf of the class.” *Eaves*, 2010 Ga. Super. LEXIS 1532, at *27 (awarding \$7,500 service award to each representative plaintiff); *Stanford v. City of Atlanta*, No. 2019-cv-322978, 2022 Ga. Super. LEXIS 1734, at *13 (Ga. Super. Ct.

(Fulton County) Mar. 30, 2022) (awarding \$5,000 service award to each representative plaintiff).

Here, Plaintiffs have been instrumental in assisting Class Counsel throughout this proceeding. Plaintiffs took on the inherent risks associated with being a named plaintiff in a national class action lawsuit and spent time throughout the Litigation fulfilling their responsibilities as Representative Plaintiffs to ensure that Settlement Class Members received the best recovery possible. This included Plaintiffs engaging in the prosecution of this matter, consistently conferring with their counsel, reviewing the various pleadings, and consulting with their attorneys regarding the propriety of the Settlement. Fee Decl. ¶¶ 20-21. They have been very involved throughout this litigation. *Id.* Their efforts include undergoing lengthy interviews, reviewing and producing documentation, reviewing and approving major case filings, staying informed as to the overall progress of the litigation, engaging in frequent communications with Settlement Class Counsel, remaining available for consultation throughout settlement negotiations, and approving the Settlement Agreement. *Id.* Furthermore, Plaintiffs put their names and professional reputations on the line by being named plaintiffs in this lawsuit. The recovery obtained for the Settlement Class in this case would not have been possible without the Class Representatives' willingness to undertake these obligations on behalf of the Settlement Class. *Id.* Therefore, the Court should find Plaintiffs' requested service awards to be reasonable.

VI. CONCLUSION

Plaintiffs' combined fee and expense request of \$158,333.33 is inherently reasonable and consistent with similar awards routinely approved in data breach class action settlements by courts within the Eleventh Circuit and across the country. Moreover, the *Camden I* and *Johnson* factors weigh in favor of the requested award. As such, the Court should grant Plaintiffs' request and award Class Counsel's fees and expenses in the amount of \$158,333.33 and Service Awards in the amount of \$2,500 to each Plaintiff. A proposed order will be submitted with Plaintiffs' eventual motion for final approval of the Settlement.

Dated: June 22, 2026

Respectfully submitted,

/s/ Andrew J. Conn

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*Counsel for Plaintiffs and the proposed Settlement
Class*

CERTIFICATE OF SERVICE

This is to certify that I have this day served counsel for all interested parties to this action with a copy of the **PLAINTIFFS' MOTION FOR ATTORNEYS' FEES, EXPENSES AND CLASS REPRESENTATIVES' SERVICE AWARDS AND MEMORANDUM OF LAW IN SUPPORT** electronically through the PeachCourt electronic filing system.

This 22nd day of June 2026.

CONN LAW, LLC

/s/ Andrew J. Conn

Andrew J. Conn

Georgia Bar No.: 732541

Attorney for Plaintiff

Post Office Box 8031
Savannah, Georgia 31412
andy@connlawfirm.com

DECLARATION OF JONATHAN MANN

**IN THE SUPERIOR COURT OF BULLOCH COUNTY
STATE OF GEORGIA**

KASANDRA HUNLEY, individually, and
on behalf of all others similarly situated,

Plaintiff,

v.

PINELAND COMMUNITY SERVICE BOARD,

Defendant.

Civil Action No. SUCV2025000251

PHILLIP GREEN, on behalf of himself and all
others similarly situated,

Plaintiff,

v.

PINELAND COMMUNITY SERVICE BOARD
d/b/a PINELAND BEHAVIORAL
DEVELOPMENTAL DISABILITIES,

Defendant.

Civil Action No. SUCV2025000254

**DECLARATION OF JONATHAN MANN IN SUPPORT OF PLAINTIFFS' MOTION FOR
ATTORNEYS' FEES, EXPENSES AND CLASS REPRESENTATIVE SERVICE AWARDS**

I, Jonathan Mann, being competent to testify, make the following declaration:

1. I am currently a shareholder of the law firm Pittman, Dutton, Hellums, Bradley & Mann, P.C. I am one of the lead attorneys for Plaintiffs and seek appointment as Class Counsel for the proposed Settlement Class, along with my colleagues, Andrew J. Conn of Conn Law, LLC and Grayson Wells of Stranch, Jennings & Garvey, PLLC.

2. I submit this declaration in support of Plaintiff's Unopposed Motion for Fees, Expenses, and Class Representative Service Awards. 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.

3. I previously submitted my Declaration in Support of Plaintiffs' Unopposed Motion for Preliminary Approval of Class Action Settlement, which I incorporate as if fully restated herein.

FACTS AND SETTLEMENT

4. In short, this class action arises from the Data Incident between November 24, 2024, and January 20, 2025, wherein an unauthorized actor accessed Defendant's computer network, which resulted in potential access to files containing Personal Information that had been collected by Defendant and stored on its network. As a result of the Data Incident, approximately 22,787 individuals' PII/PHI ("Private Information") was potentially impacted. Defendant provided potentially impacted individuals with notice of the Data Incident around August of 2025.

5. This action, like similar data breaches, presents novel claims presenting myriad risks, with complex issues of law and fact.

6. The Settlement Provides for monetary relief to be paid by Defendant to eligible claimants of the Settlement Class, defined as all individuals residing in the United States or its territories whose Private Information was potentially impacted in the Data Incident that was experienced by Defendant in or around January 2025. Settlement Agreement ("SA") ¶ 22.

7. Under the Settlement, Defendant will fund a \$475,000.00 non-reversionary Settlement Fund to provide each claimant with either (1) a Documented Loss Payment of up to \$5,000 (Cash Payment A), or (2) a flat, *pro rata* Alternate Cash payment and (3) two years of Credit and Medical/Healthcare Data Monitoring. *Id.* ¶ 21; SA ¶ 2(a).

8. Further, prior to Final Approval, Defendants will provide Class Counsel with a written attestation regarding the additional security measures it implemented following the Data Incident to ensure protection of the data in its possession. The costs of these measures are the responsibility of the Defendant and will not in any way reduce the Settlement Amount. *Id.* ¶ 1(a).

ATTORNEYS' FEES, AND EXPENSES

9. Under the Settlement, subject to Court approval, “Class Counsel may file a motion seeking an award of attorneys’ fees of up to one-third of the Settlement Fund, and, separately, reasonably incurred litigation expenses and costs (i.e., Fee Award and Costs), no later than fourteen (14) days prior to the Objection Deadline.” SA ¶ 8(a). This, Plaintiffs seek a combined award of attorneys’ fees and expenses in the amount of one-third of the non-reversionary \$475,000 common fund, Settlement Fund, or \$158,333.33.

10. Based on our ample experience in similar cases, Class Counsel endorse the Settlement and fee and expense request of \$158,333.33 as fair, reasonable, and adequate. The Settlement structure is fair and the allocation and distribution plan is reasonable.

11. Class Counsel needed a high degree of skill, both to settle the matter and to be prepared to litigate the merits through any potential motion practice, trial, and appeal. Class Counsel’s experience handling the most prominent data breach cases and their understanding of the related legal issues from those cases helped them successfully and efficiently prosecute this action and obtain a substantial result for the Settlement Class. If approved, the significant value achieved through the Settlement is guaranteed, whereas the chances of prevailing on the merits are uncertain. Plaintiffs would face more complex motions to dismiss, class certification, and merits issues going forward were it not for the Settlement. Indeed, Data breach cases in particular are especially risky, expensive, and complex. These cases are particularly risky for plaintiff attorneys and the individuals they represent.

12. Our work in this matter included investigating the cause and effects of the Data Security Incident; interviewing potential clients; evaluating the potential clients as potential class representatives; contributing to the evaluation of the merits of the case before filing the initial complaint; conducting legal research; conducting extensive research into data security incidents and their causes and effects, including conducting further extensive research into data security practices

and standards across similar platforms and industries; drafting and filing the initial complaints; conducting informal discovery regarding the Data Security Incident; negotiating the principle terms of the settlement entailing relief to the Settlement Class; drafting the Settlement Agreement, the relevant notices of Settlement, the Motion for Preliminary Approval, and the instant Motion for Approval of Attorneys’ Fees, Costs, and Class Representative Service Awards and Memorandum in Support; communicating with defense counsel and the Settlement Administrator on a regular basis; updating and handling questions from our proposed Representative Plaintiffs; overseeing the Notice Program with substantial interaction with the Settlement Administrator; and overseeing the Claims process.

13. Class Counsel anticipate expending more time and labor in preparation of the eventual motion for final approval of the Settlement and participating in the Final Approval Hearing.

14. Class Counsel’s total labor expended is reasonable and appropriate for this class action, where Class Counsel were able to reach a swift resolution. Further, Class Counsel invested substantial time, effort, and resources into the litigation of this risky and uncertain case with no guarantee or promise of return on their investment.

15. Moreover, Class Counsel undertook this litigation on a purely contingent basis, with no assurance of recovery of expenses or compensation for their time.

16. All factors considered, the attorneys’ fee request (combined with expenses) of one third of the non-reversionary \$475,000 common fund, Settlement Fund, or \$158,333.33 is entirely reasonable.

17. In addition, I have received the costs incurred in the prosecution of this litigation from the firms in this action, totaling \$729.43 as follows below:

Firm	Description	Cost
Stranch, Jennings & Garvey, PLLC	Federal Express	\$37.35
Conn Law Office	Green Court Legal Technologies	\$308.73
	Green Court Legal Technologies	\$333.35

Pittman, Dutton, Hellums, Bradley & Mann	administrative costs (copying, postage, storage)	\$50.00
Totals		\$729.43

18. The above are routinely incurred expenses in the prosecution of similar actions, including filing fees, mailing costs, and similar administrative costs.

19. Further, Plaintiffs respectfully request approval of service awards in the amount of \$2,500 each for their service as Class Representative, totally \$5,000.00.

20. Here, Plaintiffs have been instrumental in assisting Class Counsel throughout this proceeding. Plaintiffs took on the inherent risks associated with being a named plaintiff in a national class action lawsuit and spent time throughout the Litigation fulfilling their responsibilities as Representative Plaintiffs to ensure that Settlement Class Members received the best recovery possible. This included Plaintiffs engaging in the prosecution of this matter, consistently conferring with their counsel, reviewing the various pleadings, and consulting with their attorneys regarding the propriety of the Settlement. They have been very involved throughout this litigation. Their efforts include undergoing lengthy interviews, reviewing and producing documentation, reviewing and approving major case filings, staying informed as to the overall progress of the litigation, engaging in frequent communications with Settlement Class Counsel, remaining available for consultation throughout settlement negotiations, and approving the Settlement Agreement. Furthermore, Plaintiffs put their names and professional reputations on the line by being named plaintiffs in this lawsuit.

21. The recovery obtained for the Settlement Class in this case would not have been possible without the Class Representatives' willingness to undertake these obligations on behalf of the Settlement Class.

I declare under penalty of perjury of the laws of the State of Georgia and the United States that the foregoing is true and correct, and that this declaration was executed in the State of Alabama on this 22nd day of June 2026.

Respectfully submitted,

/s/ Jonathan Mann

Jonathan Mann (admitted *pro hac vice*)

**PITTMAN, DUTTON, HELLUMS,
BRADLEY & MANN, P.C.**

Attorney for Plaintiffs and the Settlement Class