SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF ERIE

SUSAN SZUCS, ANTHONY PARRIZZI, TERRENCE ERNEST GIDNEY, CHRISTINA CHURCH, JIMMIE HARDAWAY, JR., SHARON SIEGLE, PAUL PASCUCCI, JAMES MARCISZEWSKI, and SHANNON ALLGRIM, individually and on behalf of all others similarly situated,

Plaintiffs,

v.

EXCELSIOR ORTHOPAEDICS, LLP, and BUFFALO SURGERY CENTER, LLP,

Defendants.

Index No. 812753/2024

PLAINTIFFS' MEMORANDUM OF LAW IN SUPPORT OF THEIR MOTION FOR ATTORNEYS' FEES, COSTS AND SERVICE AWARDS

TABLE OF CONTENTS

TABLE OF AUTHORITIES

Cases

Other Authorities

I. Introduction

Pursuant to CPLR 909, Plaintiffs Susan Szucs, Anthony Parrizzi, Terrence Ernest Gidney, Christina Church, Jimmie Hardaway, Jr., Sharon Siegle, Paul Pascucci, James Marciszewski, and Shannon Allgrim (collectively, "Plaintiffs") submit this Memorandum of Law in support of their Motion for Fees, Costs, and Service Awards (the "Motion") whereby they move the Court to approve an award of attorneys' fees in the amount of $800,000 (one-third of the Settlement Fund),[1] costs and expenses through April 28, 2026 in the amount of $39,598.21 and Service Awards in the amount of $2,500 for each of the Class Representatives ($22,500 total), as provided by the Settlement Agreement entered into between Plaintiffs and Defendants Excelsior Orthopaedics, LLP ("Excelsior") and Buffalo Surgery Center, LLP ("BSC" or with Excelsior, "Defendants").

The efforts of Class Counsel expended on behalf of Plaintiffs and the Class created substantial relief for Settlement Class Members in the form of a $2,400,000 non-reversionary Settlement Fund, as well as significant upgrades to Defendants' data security practices. The Settlement Fund will be used to pay for (i) Approved Claims; (ii) Administrative Expenses; (iii) Service Awards approved by the Court; (iv) Attorneys' Fee Award and Costs approved by the Court. Thus, as further set forth below, Plaintiffs' requested fees, costs, and Service Awards are reasonable and should be finally approved.

II. Factual and Procedural Background

On or around June 2024, Defendants experienced an Incident in which the Personal Information of Plaintiffs and Settlement Class Members was accessed and exfiltrated by unauthorized persons. Following this Incident, Plaintiffs filed several putative class actions against Defendants, alleging Defendants failed to reasonably protect, secure, or store Plaintiffs' and Class

[1] Unless otherwise indicated, capitalized terms herein shall have the same definition as set forth in the Settlement Agreement.

Members' Personal Information. The Court consolidated the cases into the first-filed case, Index No. 812753/2024, and Plaintiffs then filed a Consolidated Class Action Complaint on June 3, 2025.

On September 3, 2025, the Settling Parties engaged in a full-day mediation session with Steven Jaffe of Upchurch Watson White & Max, a well-regarded mediator with substantial experience in handling complex litigation and class action mediations. *See* Joint Affirmation of Class Counsel ("Counsel Affirm."), attached hereto as **Exhibit 1**, ¶ 6. Prior to the mediation, the Settling Parties prepared and exchanged detailed mediation statements setting forth the legal and factual claims in support of their positions. *Id*. ¶ 7. Class Counsel also requested and received informal discovery from Defendants relevant to the Incident to help better inform the negotiations. *Id*. The negotiations, while professional, were adversarial and conducted at arm's length *Id*. ¶ 8. While productive, the Settling Parties did not reach an agreement to settle the case at mediation. Instead—following additional negotiations and communications with the mediator—the Settling Parties agreed to settle the claims against Defendants in November of 2025. *Id*.

After the Settlement was reached, Class Counsel spent (and continue to spend) significant time and resources developing and overseeing a settlement administration and Notice Plan that comports with both the requirements of CPLR 904 and 908, and the Due Process Clause. Counsel Affirm. ¶ 9. Among other tasks, Class Counsel have sought proposals from different settlement administrators, selected and worked with the Settlement Administrator to prepare the Notice and Claims Forms, helped develop a Settlement Website, monitored for potential Requests for Exclusion and objections to the Settlement, and spoken with Settlement Class Members regarding the Settlement and the claims process. *Id.* Notably, the Parties did not discuss payment of any Fee Award and Costs, or Service Awards, other than they would be sought, until after the substantive terms of the Settlement had been agreed upon. *Id*.

Plaintiffs filed their Unopposed Motion for Preliminary Approval of Class Action Settlement Agreement on January 30, 2026, which the Court granted through its entry of the Preliminary Approval Order dated February 11, 2026. In the Preliminary Approval Order, the Court appointed Andrew W. Ferich of Ahdoot & Wolfson, PC, Arturo Peña of Sterlington PLLC, and Tyler J. Bean of Siri & Glimstad LLP as Class Counsel.

III. Argument

A. Plaintiffs' Fee Request is Fair and Reasonable

Plaintiffs submit that Class Counsel's attorney fee request of one-third of the $2.4 million Settlement Fund ($800,000.00) is reasonable and should be approved by the Court. Fee negotiations did not commence until after all the material terms of the Settlement had been agreed to. *See* Counsel Affirm. ¶ 9. Indeed, maximizing the benefit to the Class was Class Counsel's paramount consideration throughout negotiation of all material terms of the Settlement. *Id*. Class Counsel's efforts, to date, have been without compensation of any kind, and receipt of any fee award or reimbursement of costs and expenses has been wholly contingent upon the result achieved. *Id*. ¶ 15. For these and the other reasons set forth below, Plaintiffs respectfully submit that the fee request of one-third of the Settlement Fund request satisfies the applicable legal standards and, particularly considering the contingency risk undertaken and the result achieved, should be approved.

CPLR 909 permits courts to grant fee awards in class action litigation. Consistent with New York class action practice, courts have observed that while a court may determine the reasonableness of a fee request using the lodestar or percentage method, "[w]here a settlement establishes a common fund, the percentage method is often preferable . . ." *Milton v. Bells Nurses Registry & Emp't Agency, Inc.*, No. 502303/2015, 2015 N.Y. Misc., 2015 WL 9271692 at *5 (Sup. Ct. Kings County Dec. 14, 2015) (citations omitted). "Common fund recoveries are contingent on a successful litigation outcome". *Id*. at *15. Such "contingency fees provide access to counsel for individuals who would otherwise have difficulty obtaining representation . . . and transfer a significant portion of the risk of loss to the attorneys taking a case. Access to the courts would be difficult to achieve without compensating attorneys for that risk". *Id*. (omission in original). Many individuals, including the Class Members here, "cannot afford to retain counsel at fixed hourly rates . . . yet they are willing to pay a portion of any recovery they may receive in return for successful representation". *Id*.

Regardless of the method used to assess a reasonable fee, courts consider:

> [T]he risks of the litigation, whether counsel had the benefit of a prior judgment, standing at bar of counsel for the plaintiffs and defendants, the magnitude and complexity of the litigation, responsibility undertaken, the amount recovered, the knowledge the court has of the case's history and the work done by counsel prior to trial, and what it would be reasonable for counsel to charge a victorious plaintiff

Fiala v. Metro. Life Ins. Co., 27 Misc. 3d 599, 610 (Sup. Ct. NY County Mar. 3, 2010). Each of these factors supports approval of Class Counsel's fee request here.

1. Class Counsel Faced Significant Risk Pursuing This Action

The risk of litigation is "perhaps the foremost factor to be considered in determining the award of appropriate attorneys' fees" *Taft v. Ackermans*, Case No. 02 Civ. 7951 (PKL), 2007 WL 414493, at *10 (S.D.N.Y. Jan. 31, 2007) (cleaned up); *see also In re Glob. Crossing Sec. & ERISA Litig.*, 225 F.R.D. 436, 467 (S.D.N.Y 2004) (noting the contingent nature of lead counsel's representation "is a key factor in determining a reasonable award of attorneys' fees"). Class Counsel assumed a significant risk in litigating this matter under a complete contingency arrangement. *See* Counsel Affirm. ¶ 15. Numerous courts have recognized the unique risks faced by plaintiffs in obtaining class certification in data breach cases. *See Gordon v. Chipotle Mexican Grill, Inc.*, No. 17-cv-01415-CMA-SKC, 2019 WL 6972701, at *1 (D. Colo. Dec. 16, 2019) ("Data breach cases such as the instant case are particularly risky, expensive, and complex, and they present significant challenges to plaintiffs at the class certification stage.") (citations omitted).

Here, there was no guarantee of any recovery, and there was certainly a risk of no recovery at all given the threshold issues raised by Defendants during the mediation process. Counsel Affirm. ¶ 15. If the Settlement Parties had not reached this Settlement and the case was ultimately dismissed, or lost on summary judgment, or class certification denied, or lost at trial or on appeal, then the Settlement Class would have had no chance of receiving any recovery at all, let alone the substantial benefits achieved by Class Counsel by way of this Settlement. Thus, this factor weighs in favor of approval.

2. Plaintiffs Did Not Have the Benefit of a Prior Judgment

There was no relevant prior judgments when this Action was initiated. Class Counsel have found no New York decision certifying a class in a data breach case outside of the settlement context, and Class Counsel are not aware of any data breach class action that has been tried in New York state. Despite the absence of relevant prior judgements in the data breach context, Class Counsel commenced this Action on a contingency basis. Accordingly, this factor weighs in favor of approving the requested Fee Award and Costs. *See Fiala*, 27 Misc. 3d at 610-11 (granting attorneys' fees where there were "no precedential decisions in similar cases").

3. Standing at Bar of Counsel for the Plaintiffs and Defendants

Class Counsel have extensive experience prosecuting consumer class actions, including data breach cases. Counsel Affirm. ¶ 2. Class Counsel's extensive class action experience and, in particular, data breach litigation expertise, was pivotal in achieving this excellent settlement. Moreover, the Fee Award and Costs sought in this Motion were negotiated at arm's-length after the Settlement terms were agreed to by counsel. *Id*. ¶ 9. Such an approach is specifically favored by courts when, as here, the Fee Award and Costs were negotiated after all terms of the Settlement on behalf of the Class have been agreed to. *See Evans v. Jeff D.*, 475 U.S. 717, 734-35 (1986) (indicating that parties may negotiate fees as well as settlement); *Williams v. MGM-Pathe Communs. Co.*, 129 F.3d 1026, 1027 (9th Cir. 1997) ("parties to a class action properly may negotiate not only the settlement of the action itself, but also the payment of attorneys' fees").

Indeed, a fee negotiated at arm's-length between the parties is entitled to great weight in evaluating the reasonableness of the fee request. *See Willson v. N.Y. Life Ins. Co.*, Index No. 127804/94, 1995 N.Y. Misc. LEXIS 652, at *89-90 (Sup. Ct. NY County Nov. 8, 1995); *Sheppard v. Consol. Edison Co. of N.Y., Inc.*, No. 94-CV-0403(JG), 2002 WL 2003206, at *7 (E.D.N.Y. Aug. 1, 2002) ("I am inclined to accept the proposed fee award because it represents a compromise between the parties.") (quoting *In re Sumitomo Copper Litig.*, 74 F. Supp. 2d 393, 400 (S.D.N.Y. 1999)).

4. The Magnitude and Complexity of the Action

Finally, courts consider the complexity of the case and whether continued litigation would be "expensive and protracted" in determining whether to approve a settlement. *Lowenschuss v. Bluhdorn*, 613 F.2d 18, 19 (2d Cir. 1980) (affirming approval of settlement where further litigation would have been "expensive and protracted" with no guarantee of any relief to class). "Most class actions are inherently complex and settlement avoids the costs, delays and multitude of other problems associated with them." *In re Austrian & German Bank Holocaust Litig.*, 80 F. Supp. 2d 164, 174 (S.D.N.Y. 2000).

Here, while Plaintiffs believe that their claims are strong, they are not without risk. For example, the determination as to whether Defendants are liable to Plaintiffs for a data breach of a vendor's network that was intentionally perpetrated by a third-party hacker would be vigorously disputed. As noted above, Defendants would also likely argue that the fact-intensive nature of the claims precludes class certification. While Plaintiffs believe that they would ultimately prevail on these issues, the Settlement eliminates these risks and provides substantial (and certain) recovery for the Class without the risk and delay of continued litigation. *See Hicks v. Morgan Stanley & Co.*, No. 01 CIV. 10071 (RJH), 2005 WL 2757792, at *6 (S.D.N.Y. Oct. 24, 2005) ("Further litigation would necessarily involve further costs; justice may be best served with a fair settlement today as opposed to an uncertain future settlement or trial of the action."). Thus, this factor also weighs in favor of granting the fee request.

5. The Action History and Responsibility Undertaken by Class Counsel

Here, Class Counsel's activities included, but were not limited to, conducting an extensive pre-filing investigation of Plaintiffs' and Class Members' claims and damages and vigorously prosecuting those claims. Counsel Affirm. ¶ 4. Class Counsel prepared and filed a Consolidated Class Action Complaint, exchanged and analyzed pre-mediation discovery, and engaged in mediation. *Id*. ¶ 5. Class Counsel also negotiated a comprehensive settlement agreement and prepared a motion for preliminary approval of the instant Settlement. *Id*. ¶ 8. Since reaching the Settlement, Class Counsel have also responded to inquiries from numerous Class Members and coordinated the settlement process with the Settlement Administrator. *Id*. ¶ 9. Class Counsel anticipates expending additional time administering the Settlement after entry of the Final Approval Order. *Id*. ¶ 10. The work Class Counsel has done supports approving the Fee Award and Costs. *See Saska v. Metro. Museum of Art*, 57 Misc. 3d 218, 227 (Sup. Ct. NY County June 15, 2017) (finding the fact class counsel had "done substantial work identifying, investigating, prosecuting, and settling" the case supported awarding the requested fees).

6. The Amount Recovered

Class Counsel's work has led to the creation of a substantial recovery on behalf of the Class. The $2.4 million non-reversionary common fund (equal to $6.16 per Class Member) is favorable when compared to many medical data breach class actions on a per class member basis. *See In re CaptureRX Data Breach Litig.*, No. 5:21-cv-00523-OLG, Dkt. No. 49 (W.D. Tex. June 23, 2022) (creating a fund of $4,750,000 for approximately 2,420,141 class members ($1.98 per class member)); *In re 21st Century Oncology Customer Data Sec. Breach Litig.*, No. 8:16-md-2737, Dkt. No. 269 (M.D. Fla. June 25, 2021) (creating a settlement fund of $7,850,000 for approximately 2,200,000 class members ($3.56 per class member)); *Hestrup v. DuPage Med. Grp., Ltd.*, No. 2021L937 (DuPage Cnty., Ill.) (making available a fund of $3,000,000 for a class of approximately 655,000 persons ($4.58 per class member)); *Bickham v ReproSource Fertility Diagnostics, Inc.*, No. 21-cv-11879, Dkt. No. 91 (D. Mass July 25, 2024) (creating a settlement fund of $1,250,000 for a class of approximately 228,214 persons ($5.48 per class member)). This is clearly an excellent result under the circumstances.

7. What Would Be Reasonable for Counsel to Charge a Victorious Plaintiff

New York courts routinely find that a one-third attorneys' fee award is "well within the range of reasonableness and within the percentage regularly approved in class action . . . suits" *Milton*, 2015 N.Y. Misc., 2015 WL 9271692, at *5 (collecting cases and noting that 33.33% is "consistent with the norms of class litigation in this circuit"); *Lopez v. Dinex Grp., LLC*, 2015 WL 5882842, at *6 (Sup. Ct. NY County Oct. 6, 2015) (same); *DeLeon v. Wells Fargo Bank, N.A.*, No. 1:12-CV-04494, 2015 WL 2255394, at *6 (S.D.N.Y. May 11, 2015) ("Class Counsel's request for one-third of the fund is reasonable and 'consistent with the norms of class litigation in this circuit.'") (collecting cases); *Macedonia Church v. Lancaster Hotel, LP*, No. 05-0153 TLM, 2011 WL 2360138, at *14 (D. Conn. June 9, 2011) ("Class Counsel's request for 33-1/3% of the

Settlement Fund is typical in class action settlements in the Second Circuit."). New York state courts considering data breach settlements routinely bless a one-third fee award in a common fund settlement. *See, e.g., Finn v. Empress Ambulance Serv., LLC*, Index No. 61058/2023 (Sup. Ct. Westchester County July 31, 2024) (granting final approval of $1.05 million common fund health data breach settlement, and awarding 33 1/3% of the common fund, i.e., $350,000, in attorneys' fees).

Public policy favors granting Plaintiffs' request Fee Award and Costs. Consumer class actions such as this case "have value to society . . . both as deterrents to unlawful behavior—particularly when the individual injuries are too small to justify the time and expense of litigation—and as private law enforcement regimes that free public sector resources. If we are to encourage these positive societal effects, class counsel must be adequately compensated." *Gascho v. Glob. Fitness Holdings, LLC*, 822 F.3d 269, 287 (6th Cir. 2016); *see also* William B. Rubenstein, *On What A "Private Attorney General" Is—and Why It Matters*, 57 VAND. L. REV. 2129, 2168 (2004) ("[Class counsel's] clients are not just the class members, but the public and the class members; their goal is not just compensation, but deterrence and compensation."); Myriam Gilles & Gary B. Friedman, *Exploding the Class Action Agency Costs Myth: The Social Utility of Entrepreneurial Lawyers*, 155 U. PA. L. REV. 103, 106 (2006) ("[T]he deterrence of corporate wrongdoing is what we can and should expect from class actions."); William B. Rubenstein, *Why Enable Litigation?: A Positive Externalities Theory of the Small Claims Class Action*, 74 UMKC L. REV. 709, 724-725 (2006) ("By enabling litigation, the class action has the structural consequence of dividing law enforcement among public agencies and private attorneys general and of shifting a significant amount of that enforcement to the private sector.").

Here, the requested attorneys' fee of one-third of the Settlement Fund is also reasonable when evaluated under the lodestar method as a "cross check." Under the lodestar approach, the attorneys' billable hours are multiplied by their hourly billing rates; New York courts find this approach useful as a "cross check" for evaluating the reasonableness of a requested fee. *See e.g. Cox v. Microsoft Corp.*, 2007 WL 7045224, at *4 (Sup. Ct. NY County 2007) ("the lodestar method can serve as a cross-check on the reasonableness of fees a court awards under a percentage of recovery approach"); *Milton*, 2015 N.Y. Misc., 2015 WL 9271692, at *6 (applying the lodestar method as a cross check); *Sternberg v. Citicorp Credit Servs., Inc.*, 110 Misc. 2d 804, 811-12 (Sup. Ct. Nassau County Sept. 17, 1981) (cross-checking requested attorneys' fees using lodestar method); *Lopez*, 2015 WL 5882842, at *7 (same). The "cross check" process allows the Court to save resources by avoiding the "cumbersome, enervating, and often surrealistic process' of lodestar computation." *See Goldberger v. Integrated Res.*, 209 F.3d 43, 50 (2d Cir. 2000) (citation omitted). "Of course, where used as a mere cross-check, the hours documented by counsel need not be exhaustively scrutinized by the district court. Instead, the reasonableness of the claimed lodestar can be tested by the court's familiarity with the case (as well as encouraged by the strictures of Rule 11)." *Id*. (internal citation omitted). Further, "many courts have stated that, regardless of whether the percentage method or the lodestar method is used, fee awards in class actions average around one-third of the recovery." William B. Rubenstein, *Newberg and Rubenstein on Class Actions* § 15:73 (6th ed 2025).

Moreover, a lodestar cross-check of Counsel's lodestar through April 28, 2026 demonstrates that the requested fee represents a very modest multiplier of 1.25. Counsel Affirm. ¶ 14. Because "[n]o one expects a lawyer whose compensation is contingent upon his success to charge, when successful, as little as he would charge a client who in advance had agreed to pay for his services, regardless of success," courts ordinarily apply a lodestar multiplier. *See City of Detroit v. Grinnell Corp.*, 495 F.2d 448, 470 (2d Cir. 1974).

New York courts have observed that multipliers as high as 7.6 times the lodestar have been approved, and that "in contingent litigation, 'lodestar multiples of over 4 are routinely awarded'". *Milton*, 2015 N.Y. Misc., 2015 WL 9271692 at *6 (Sup. Ct. Dec. 14, 2015); *see also Lopez*, 2015 WL 5882842, at *7 (collecting cases); *Michels v. Phx. Home Life Mut. Ins. Co.*, Index No. 95/5318, 1997 WL 1161145, at *32 (Sup. Ct. NY County Jan. 3, 1997) (awarding multiplier of 3.3 and collecting cases); *Sewell v. Bovis Lend Lease LMB, Inc.*, No. 09 CIV. 6548 RLE, 2012 WL 1320124, at *13 (S.D.N.Y. Apr. 16, 2012) ("Courts commonly award lodestar multipliers between two and six."); *In re Lloyd's Am. Tr. Fund Litig.*, No. 96 CIV.1262 RWS, 2002 WL 31663577, at *27 (S.D.N.Y. Nov. 26, 2002) (collecting cases awarding multipliers between 3.97 and 12).

As detailed in the attached Affirmation, as of April 28, 2026, Class Counsel has invested a substantial amount of work—more than 805.3 hours in this litigation—without any guarantee of payment. Counsel Affirm. ¶ 14. Thus, the dollar amount determined by multiplying each attorney's hours by his or her billing rate results in a lodestar of $642,470.50. *Id*. The request fee award of $800,000 represents a modest multiplier of only 1.25, which is well within the range of multipliers routinely approved in state and federal courts across the country. *See, e.g.*, *In re Canon U.S.A. Data Breach Litigation*, No. 20-CV-6239-AMD-SJB, 2024 WL 3650611, at *8 (E.D.N.Y. Aug. 5, 2024) (citing *In re Lloyd's*, 2002 WL 31663577) ("a multiplier of 2 or lower would be 'at the lower end of the range of multipliers awarded by courts'").

In sum, and in evaluation of all relevant factors, the requested Fee Award and Costs is fair, adequate, and reasonable and should be approved.

B. Plaintiffs' Costs and Expense Reimbursement Request is Fair and Reasonable

Class Counsel also request, separately, reimbursement of $39,598.21 in litigation costs and expenses incurred through April 28, 2026. Costs and expenses incurred in litigating a class action are ordinarily recovered as part of settlement approval. "It is well-settled that attorneys may be compensated for reasonable out-of-pocket expenses incurred and customarily charged to their clients.". *See e.g. Arnutovskaya v. Alteration Grp. of NY, LLC*, No. 161194/2017, 2020 WL 3432959, at *6 (Sup. Ct. NY County 2020 June 23, 2020) (quoting *In re Bear Stearns Cos.*, 909 F. Supp. 2d 259, 272 (S.D.N.Y. 2012)); *see also Milton*, 2015 N.Y., 2015 WL 9271692, at *7 ("Courts typically allow counsel to recover their reasonable out-of-pocket expenses.") (citation omitted).

A chart summarizing the litigation cost and expense categories and amounts incurred by each firm is set forth in the accompanying Affirmation. Counsel Affirm. ¶ 21. The expense categories are consistent with the types of expenses commonly approved by courts. *See e.g. Grice v. Pepsi Bevs. Co.*, 363 F. Supp. 3d 401, 411 (S.D.N.Y. 2019) (awarding costs for expenses typical to prosecuting class action litigation, including "filing fees, postage, copies, legal research, mediator expenses, and travel for mediation"); *Bekker v. Neuberger Berman Grp. 401k Plan Inv. Comm.*, 504 F. Supp. 3d 265, 271 (S.D.N.Y. 2020) (class counsel was entitled to reimbursement of "the types of costs and expenses that are routinely reimbursed by paying clients, such as experts' fees, travel, mediation fees, and photocopying costs"). The requested $39,598.21 in litigation costs and expenses is reasonable.

C. Plaintiffs' Request for Service Awards is Fair and Reasonable

Under the Settlement, it is proposed that the Class Representatives—Susan Szucs, Anthony Parrizzi, Terrence Ernest Gidney, Christina Church, Jimmie Hardaway, Jr., Sharon Siegle, Paul Pascucci, James Marciszewski, and Shannon Allgrim—receive Service Awards of $2,500 each for their integral roles in the prosecution of this Action. SA ¶ 9.1. It is common for courts to grant service awards in class action suits. Service awards are intended to "reward[] the named plaintiff's for the effort and inconvenience of consulting with counsel over the many years [a] case was active and for participating in discovery." *Milton*, 2015 N.Y. Misc., 2015 WL 9271692 at *2 (alterations in original) (citing *Cox*, 2007 WL 7045224, at *4); *see also Griffin v. Gregorys Coffee Mgmt. LLC*, No. 153397-2018, 2024 WL 2817048, at *3 (Sup. Ct. NY County June 3, 2024) ("A Court may grant service awards in a class action."); *Reeves v. La Pecora Bianca, Inc.*, No. 151153/2018, 2020 WL 3104359, at *4-5 (Sup. Ct. NY County June 11, 2020) (discussing the availability of service awards in class actions in-depth); *Arnutovskaya*, 2020 WL 3432959, at *5-6 (same).

Here, each Plaintiff made significant contributions to this litigation by bringing their claims against Defendants in public filings subject to public scrutiny and, as the case progressed, provided their counsel with relevant documents and information, and actively participated in the litigation. Counsel Affirm. ¶¶ 12-13.

The requested Service Awards are also well within the range previously approved by courts in New York. *See, e.g.*, *Dumay v. Episcopal Health Servs., Inc.*, No. 715629/2019, 2021 N.Y. Misc. LEXIS 25469 at * 10 (Sup. Ct. July 21, 2021) (granting $5,000 service award to plaintiff in a data breach class action); *Arnutovskaya*, 2020 WL 3432959, at *6 ($3,000 service award); *Milton*, 2015 N.Y. Misc., 2015 WL 9271692, at *2 (approving $8,000 service award); *Koeller v. Numrich Gun Parts Corp.*, No. 1:22-CV-00675-DNH-CFH, 2024 WL 2804491, at *6 (N.D.N.Y. May 31, 2024) (granting $3,000 service award to plaintiffs in a data breach class action).

Thus, the requested Service Awards are reasonable, appropriate, and should be approved by the Court.

IV. Conclusion

Plaintiffs respectfully request that the Court grant their Motion for Fee Award and Costs and Service Awards.

Dated: May 1, 2026

Respectfully submitted,

/s/ *Jennifer Czeisler*

Jennifer Czeisler
Arturo Peña Miranda*
Edward W. Ciolko*
STERLINGTON PLLC
530 Fifth Avenue, Suite 804
New York, NY 10036
Tel.: (212) 433-2993
jen.czeisler@sterlingtonlaw.com
arturo.pena@sterlingtonlaw.com
edward.ciolko@sterlingtonlaw.com

Deborah De Villa (NY # 5724315)
Andrew W. Ferich*
AHDOOT & WOLFSON, PC
521 5th Avenue, 17th Floor
New York, NY 10175
Telephone: (917) 336-0171
Facsimile: (917) 336-0177
ddevilla@ahdootwolfson.com
aferich@ahdootwolfson.com

Tyler J. Bean*
SIRI & GLIMSTAD LLP
745 Fifth Avenue, Suite 500
New York, NY 10151
Tel: (212) 532-1091
tbean@sirillp.com

**Pro Hac Vice*

Class Counsel